# **EXECUTIVE OFFICER'S REPORT**

#### To The

## **Local Agency Formation Commission**

TO:

#### **COMMISSIONERS**

Michael W. Kelley, Chair [Supervisor]
David H. West, Vice-Chair [Public]
Ray Castillo [Supervisor]
Maria Nava-Froelich [City]

#### **ALTERNATE**

Jesus E. Escobar [Supervisor]
Robert Amparano [City]
Vacant [Public]

**REPORT DATE:** 

September 1, 2021

FROM:

Jurg Heuberger, Executive Officer

Paula Graf, Sr. Analyst

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**PROJECT:** 

Heffernan Memorial Healthcare District

**HEARING DATE:** 

**September 23, 2021** 

TIME: 08:30 a.m.

AGENDA ITEM NO:

**HEARING LOCATION:** El Centro City Council Chambers, 1275 Main St., El Centro, CA 92243

# RECOMMENDATION(S) BY THE EXECUTIVE OFFICER (In Summary & Order)

OPTION #1:

Approve the recommendations of the Executive Officer as set forth herein.

**OPTION #2:** 

Approve with modifications to the Executive Officers recommendations as set

forth herein with the direction of the Commission.

**OPTION #3:** 

Continue the hearing for not to exceed 70 days.

#### **Project Data:**

**Project ID:** 

**HMHD 1-21** 

**Project Name:** 

**Business Plan Update** 

Population:

Current population of about 40, 351

**SOI/Boundaries**:

Within the City of Calexico

**EXHIBIT A** 

#### **About the District:**

• Formed as a hospital district in 1947

- Filed for Bankruptcy in 1995
- Hospital closed in 1998
- Hospital was abandoned but the district was not dissolved
- Name was changed in 2009
- Staff include a Chief Executive, Board Secretary, Account, Legal Counsel, and Marketing Director
- \$975,000 in annual revenue from the allocation of the general 1% property tax

#### Contact:

Heffernan Memorial Healthcare District

601 Heber Avenue

Calexico, CA 92231

Website:

www.heffernanmemorial.org info@heffernanmemorial.org

E-Mail: Office:

760-357-6522

Office Hours:

Monday Tuesday-Thursday 9:00 am-12:00 pm 9:00 am-3:00 pm

Fridays

Closed

## **Governing Body:**

5- Member Board of Directors elected by resident voters Meetings are held on the 2<sup>nd</sup> and 4<sup>th</sup> Wednesday of each month at 5:30

#### **REPORT**

#### I: Summary of LAFCO Action/Direction

The Heffernan Memorial Healthcare District (HMHD) has been before your Commission several times and the Executive Officer has provided periodic information and updates.

The following is a summarized history of the Commissions direction/action:

• 05/24/18:

On May 24, 2018 the Commission directed the District provide a

detailed 5-year plan.

12/13/18:

Received update on the preparation of a 5-year strategic plan.

03/2019:

Received March 2019 report update

• 05/2019:

Received May 2019 report update

08/2019:

Received August 2019 report update

• 01/15/20:

Received updated 5-Year Business Plan

• 04/2021:

Received updated Business Plan

• 09/2021

Business Plan Update to the Commission

## II: District Compliance with LAFCO Resolution 2020-02

On April 23, 2020, your Commission adopted Resolution #2020-02 with the following direction:

**EXHIBIT B** 

a. Direct that HMHD provide annual updates to their plan, for the next two years then every five years thereafter.

**EXHIBIT C** 

The most recent version of the Business Plan is April 2021 and is attached.

The next Business Plan update will be due in April 2022.

 Direct that HMHD not to subsidize the City of Calexico in any fashion unless and until approval from LAFCO is first obtained.

This direction is based on the City of Calexico's request for HMHD to fund its ambulance program. The Commission on May 24, 2018, directed HMHD not to subside the City of Calexico for several reasons including the fact that the city did not need to provide its own ambulance program as there was a countywide program that the city could have but chose not to participate in.

c. Direct that HMHD provide its audited financial report to LAFCO within 30 days of its completion.

**EXHIBIT D** 

The most recent audited financial report completed by George J. Woo for the year ending June 30, 2020, is attached.

d. Direct that HMHD provide its budget to LAFCO within 30 days of adoption.

**EXHIBIT E** 

The districts 2021-2022 budget is attached.

#### III. The Business/Strategic Plan as Submitted

The Heffernan Memorial Healthcare Districts Board of Directors approved a Strategic/Business Plan on April 14, 2021.

#### HEFFERNAN MEMORIAL HEALTHCARE DISTRICT

STRATEGIC PLAN UPDATE (APRIL 2021)

STRATEGIC GOALS	DEVELOP COMMUNITY HEALTH AWARENESS	ENHANCE ACCESS TO CARE	SUSTAIN FINANCIAL HEALTH
STRATEGIES	1. Deliver 4 health fairs per year each focusing on high priority healthcare needs (i.e., COVID-19 Prevention and Treatment, Chronic Disease Management, Nutrition, Weight Management).  2. Collaborate with City of Calexico and local healthcare partners to improve healthcare communication.  3. Deliver a minimum of 2 townhall meetings per year to engage the public in District initiatives.  4. Continue to fund local health initiatives to promote health and health awareness.	1) Continue to fund local health initiatives to enhance access to care. 2) Collaborate with City, County, and local health partners to establish a full-service 24/7 Urgent Care. 3) Collaborate with healthcare partners to bring more healthcare services and providers to Calexico. 4) Collaborate with County and local health providers to increase COVID-19 testing and COVID-19 vaccination efforts. 5) Complete modernization of District Building to house community health programs, health fairs, and health education (2021). 6) In collaboration with payors and local health providers, develop call center to facility access to care (2023).	1) Collaborate with Foundations and healthcare partners to obtain grants to drive mission and vision. 2) Collaborate with local and state government to bring healthcare funds to Calexico. 3) Work with grant programs to run high quality and efficient programs. 4) Meet annual budget projections.
GRANT PROGRAMS	AAA Meal program     Rosa's Plan Food Inc. meal program.	Fit and Healthy Center     Vo Neighborhood Medical Clinic.	

Strategic Plan adopted by the Heffernan Board of Directors on April 14, 2021

#### a. GRANTS FOR THE 2021-2022 FISCAL YEAR

The districts 2021-2022 budget includes \$300,000 allocated to fund grants.

The Area Agency on Aging Senior Meal grant program and the Fit and Healthy Center grant program as shown in the Strategic Plan expired on June 30, 2021.

The district has two active grant programs listed below. These two agreements expire in June of 2022.

#### **Vo Neighborhood Medical Clinic**

**EXHIBIT F** 

Term: July 1, 2021- June 30, 2022

Grant Total: \$150,000

Service: Medical care services to approximately 400 all age persons

#### Rosa's Plane Food

**EXHIBIT G** 

Term: July 1, 2021- June 30, 2022

**Grant Total:** \$150,000

Service: Home Delivered meals to approximately 75 seniors five days per week

#### b. 400 MARY STREET., CALEXICO BUILDING PROJECT

The district developed an RFP during the fall of 2020 to modernize a building at 400 Mary Street., in Calexico. The building will be used to house community health programs, health fairs, health education, and house the district offices.

The demolition of the site was completed in 2021 and the district is in the process of obtaining permits to start construction.

#### c. URGENT CARE CENTER RFP

The district is in the process of developing an RFP to open an urgent care center in Calexico. The RFP is expected to be completed during the month of September. The 400 Mary Street site is a potential location for the center.

# **IIII:** Summary/Determinations:

G.C. § 56430 (a) states; the Commission shall conduct a service review of the municipal services provided in the county or other appropriate area designated by the commission. The commission shall include in the area designated for service review the county, the region, the sub region, or any other geographic area as its appropriate for an analysis of the service or service to be reviewed and shall prepare a written statement of its determination with respect to but not limited to the following:

1. Growth and population projections for the affected area	The estimated service area population is 40,351.
2. Present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies including needs or deficiencies related to sewers, municipal and industrial water, unincorporated communities within or contiguous to the sphere of influence.	Building Project: 400 Mary Street The district developed an RFP during the fall of 2020 to modernize a building at 400 Mary Street, Calexico. The building will be used to house community health programs, health fairs, health education, and house the district offices. The demolition of the site was completed in 2021 and the district is in the process of obtaining permits to start construction. Urgent Care Center: The district is in the process of developing an RFP to open an urgent care in Calexico. The RFP is expected to be completed during the month of September. The district has identified 400 Mary Street as a potential location for the center.
3. Financial ability of agencies to provide services.	The 2021-2022 budget is attached to this report as Exhibit C.  The most recent audited financial report completed by George J. Woo for the year ending June 30, 2020, is attached to this report as Exhibit E.
4. Accountability for community service needs, including governmental structure and operational efficiencies.	The district has a five-member Board of Directors accountable to its residents. The Board meets on the 2 <sup>nd</sup> and 4 <sup>th</sup> Wednesday of each month at 5:30pm. The meetings are broadcasted live, and public participation is encouraged.

# V. Analysis and Recommendation by the EO

Upon review of the districts business plan and financials it is the recommendation of the Executive Officer to continue to monitor the district and provide updates to the Commission as needed.

# **EXECUTIVE OFFICERS RECOMMENDATION**

Given the review of the districts business and strategic plan, it is the recommendation of the Executive Officer to:

# OPTION #1: APPROVE THE RECOMMENDATIONS OF THE EXECUTIVE OFFICER AS SET FORTH HEREIN.

- A. Direct that HMHD provide the next annual update to their plan by April 2022 and then every five years thereafter.
- B. Direct that HMHD not to subsidize the City of Calexico in any fashion unless and until approval from LAFCO is first obtained.
- C. Direct that HMHD provide its audited financial report to LAFCO within 30 days of its completion.
- **D.** Direct that HMHD provide its budget to LAFCO within 30 days of adoption.

#### Attachments:

EXHIBIT A: Sphere of Influence/Boundary Map

EXHIBIT B: LAFCO Resolution #2020-02

EXHIBIT C: Business Plan

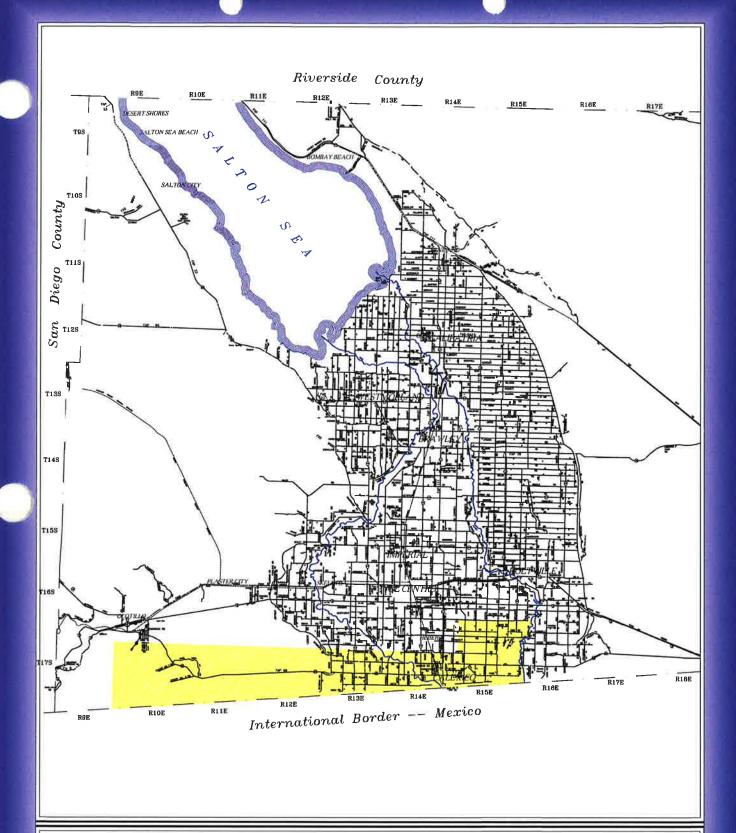
EXHIBIT D: Audited Financial Statements ending June 30, 2020

EXHIBIT E: 2021-2022 Budget
EXHIBIT F: Grant with Vo Medical
EXHIBIT G: Grant with Rosas Plane Food

CC: HMHD

# **EXHIBIT A**

Sphere of Influence/Boundary Map



# Heffernan Memorial Healthcare District

Imperial Local Agency Formation Commission 1122 W. State St., Suite D, El Centro, CA 92243

SOI as of 05/26/16



# **EXHIBIT B**

LAFCO Resolution #2020-02



# **RESOLUTION # 2020-02**

# RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION OF THE COUNTY OF IMPERIAL MAKING A DETERMINATION ON THE HEFFERNAN MEMORIAL HEALTHCARE DISTRICT (HMHD 1-15)

**RESOLVED**, by the Local Agency Formation Commission of the County of Imperial, State of California, that

WHEREAS, the Commission, during the May 24, 2018 hearing directed the District, via Resolution #2018-12 to prepare and submit a Business Plan; and

WHEREAS, the District has prepared and submitted a Business Plan; and

WHEREAS, the Executive Officer of LAFCO has reviewed and prepared a report on the District including recommendations thereon, and presented said report to the Commission during the April 23, 2020 hearing;

#### NOW THEREFORE, BE IT DETERMINED, ORDERED AND RESOLVED as follows:

- I. Direct that HMHD provide annual updates to their plan, for the next two years then every five years thereafter, with the first update being due by April 2021 and the 2<sup>nd</sup> update due by April 2022.
- II. Direct that HMHD not subsidize the City of Calexico in any fashion unless and until approval from LAFCO is first obtained.
- III. Direct that HMHD provide its audited financial report to LAFCO within 30 days of adoption.
- IV. Direct that HMHD provide its budget to LAFCO within 30 days of adoption.

PASSED, ADOPTED AND APPROVED this 23rd day of April 2020 by the Local Agency Formation Commission and the following roll call votes:

AYES:

Froelich, Jackson, Kelley, Castillo, West

NAYS:

None

ABSENT:

None

ABSTAIN:

None

4

Jason Jackson, Chair

Jurg Heuberger, Executive Officer

# **EXHIBIT C**

**Business Plan** 

ADVANCING HEALTHCARE THROUGH COMMUNITY, COLLABORATION, AND INNOVATION

APRIL 2021 UPDATE

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#### I. Foreword

Serving the healthcare needs of the Calexico community is a privilege Heffernan Memorial Healthcare District (HMHD) takes seriously. Healthcare is on a constant state of flux. In order to achieve the best possible health outcomes, our District must continually seek and employ innovative healthcare delivery models, ensure efficient and high-quality care, engage our community, and collaborate with our healthcare partners.

HMHD's 2019-2024 Strategic Plan is guided by a new Mission, Vision, and guiding principles. It is a comprehensive, long-range road map that takes a calculated approach to transform the way we do business to ensure delivery of high quality and efficient healthcare, meet current and future healthcare challenges, and improve overall community health. Our plan is anchored on our commitments for quality, safety, transparency, leadership, and community.

HMHD's 2019-2024 Strategic Plan was modified in early 2020 due to the COVID-19 Pandemic. At such time all grant programs, with exception of the Area Agency on Aging Meal Program, were given notice and discontinued.

Throughout most of 2020, HMHD collaborated with the Department of Public Health and with local healthcare providers to educate the public on COVID-19 implications, to provide personal protective equipment to the Calexico community, and to help support local healthcare providers with needed supplies.

HMHD delayed their Request for Proposals for healthcare grants for Fiscal Year 2020-2021 due to the COVID-19 Pandemic. The Request for Proposals was completed and posted on the Fall of 2021. Six (6) Proposals were received by the deadline. Only 3 of the six proposals were approved for grants.

HMHD's Strategic Plan for 2019-2024 was updated in April of 2021 (see Exhibit A). The Business Plan that follows includes some modifications that were made to the initial Business Plan to address community needs.

Board President	Chief Executive	
Gloria Grijalva	Tomas Virgen	
April 14, 2021	April 14, 2021	

# II. Executive Summary:

#### **Our Mission**

To be the area's leading healthcare organization by being a good steward of its finances, a catalyst for the delivery of new and enhanced healthcare services, a consistent supporter of health and wellness, and a reliable healthcare resource for District residents

#### The Company Management

HMHD is headquartered in Calexico, California and is a 501(c)(3) organization (not-for-profit). The District is governed by a publicly elected five (5) member board. In 2018, HMHD hired a Chief Executive to run operations, manage grant programs, and to carry out the Board's strategic plan.

#### **Our Services**

HMHD is focused on implementing and sponsoring programs that increase access and awareness to healthcare services and education for the Calexico community by practicing the following tenets: 1) partnering successfully with other healthcare providers to enhance the quality and breadth of healthcare services available to District residents. 2) Promoting, supporting, and providing healthcare services related primarily to disease prevention, health education, and wellness. 3) Selectively providing financial support for healthcare initiatives that are consistent with the District's vision and mission. 4) Maximizing the value derived from each taxpayer dollar spent through the careful planning and implementation of all Board approved initiatives and; 5) conservatively managing its assets and resources to ensure the long-term financial viability of the organization.

#### The Market

Healthcare across the nation has suffered due to the disproportion of patients seeking care to available providers. To make matters worse, areas such as Calexico suffer from high unemployment rates, large numbers of uninsured and underinsured patients, and strong competition from physicians, pharmacies, and hospitals on both sides of the border with Mexico.

#### Competitive Advantages

HMHD has competitive advantages in the Calexico community. HMHD has a strong financial position which gets supplemented each year with \$975,000 from property tax revenues. This makes the district viable and sustainable.

Another competitive advantage is that HMHD has community support. Calexico residents are very loyal. The reality that HMHD is supported with community tax dollars to further elevate the standard of care and to improve access to care solidifies HMHD's position in their market.

#### **Financial Projections**

HMHD has assets in excess of \$7.2 Million (see Exhibit B). In addition, the district receives an additional \$975,000.00/year from property tax revenues. HMHD will continue to fund local community health programs via grants, provided these programs align with HMHD's mission and vision.

During FY 2020, due to the COVID-19 Pandemic, HMHD gave notice to their then active grant programs and discontinued (due to COVID restrictions) all programs with the exception of the Area Agency on Aging Meal Program. The Area Agency on Aging Meal plan expires on June 30, 2021.

During the Fall of FY 2020, HMHD produced a Request for Proposals (RFP) to modernize a building owned by the District. The cost for the modernization project bordered \$2.3 million dollars. The modernized building will be used to house community health programs, health fairs, health education, and house the District offices.

During the Fall of 2020, HMHD produced an RFP to fund programs that aligned with HMHD's mission and vision, and addressed COVID-19 restriction. HMHD budgeted \$500,000 for the grant cycle. Six (6) Proposals were received, out of which three (3) were approved for grants.

Between September 2020 and March 2021, HMHD made some modifications to their previous plans to build and operate a Rural Health Clinic (or Federally Qualified Health Center) and an Urgent Care Center. Rather than compete with local healthcare providers, HMHD has began to process to develop an RFP to collaborate with those interested in opening an Urgent Care Center in Calexico. The District recognizes that this endeavor will deplete most of their cash reserves, but strongly believes that Calexico will most benefit from an Urgent Care withing city limits.

HMHD is on track with their current strategic plan. The plan was developed with community involvement and once the plan is executed, it will have a profound effect in shaping the healthcare outcomes of Calexico residents.

# III. Situational Analysis

#### Company

HMHD is located in Calexico, CA, a border town 120 miles east of San Diego in Imperial County. HMHD is a healthcare district that closed its acute care hospital in 1998. Since that time HMHD has consisted of a publicly elected five (5) member Board with no healthcare facilities. The HMHD receives approximately \$975,000.00 per year from property tax revenues. The bulk of those funds is used to fund grants to healthcare programs in the Calexico community.

In August of 2018, HMHD hired a District Manager. The District Manager was tasked with development of a strategic plan, management of operations, and ensuring compliance with LAFCO. Furthermore, the new District Manager was tasked with developing a Board Orientation Program and Board Education sessions to prepare for newly elected board members and to prepare the way for the new strategic plan. On July 2019 the District Manager title was changed to Chief Executive.

During the last quarter of 2018 and the first quarter of 2019, HMHD conducted strategic plan workshops. Community leaders, healthcare leaders, and community member were invited. The takeaways from those sessions resulted in the 2019-2024 Strategic Plan. During this same time frame, Board Directors held elections for officers, new officers were seated and four of the five Directors attended the Association of California Healthcare Districts Board Education Conference.

During the last quarter of 2020 and the first quarter of 2021, HMHD conducted strategic plan workshops to update their current strategic plan. The impact of COVID-19 was considered. These workshops led to need changes in HMHD's Strategic and Business Plan.

The emphasis of the workshops held on the first quarter of 2021 was on Governance, Board member roles, and strategic plan modifications and preparations. The following graph led the way to a new direction, and to a new sense of loyalty and ownership towards community health.



On April 14, 2021, the HMHD Board approved the new Strategic Plan. This plan included a retrenchment strategy and has redefined HMHD's direction. The new strategic plan focuses on

developing community health awareness, improving access to care, and maintaining financial health to sustain their mission and vision.

With the new strategic plan, HMHD will venture into developing an RFP to find a suitable partner to establish an Urgent Care Center in Calexico. Due to the nature of such endeavor, HMHD recognizes that this project will take most of 2021 and perhaps the first two (2) quarters of 2022 to complete. HMHD will hold special meetings in the community to obtain feedback. Providers, County Emergency Medical Services, and Local Leaders will be consulted for assistance in this new direction.

During the strategic plan workshop, a SWOT Analysis was conducted, the results are outlined below:

Strengths	Weaknesses
Financial position	Public perception of not doing enough
Property Tax Revenue Support	Few Providers in community
Community Support	No hospital in District
Leadership	No District owned clinic
Political Support	Proximity to border

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Access to care not satisfied by competitors

Collaboration with local healthcare partners

Grant possibilities due to disparities/air quality

#### **Threats**

**LAFCO Resolution** 

Mexico Healthcare Access

Mexico Healthcare/Medication costs

The SWOT Analysis recognized that a strong financial position was meaningless unless improvements to access to care become self-evident. HMHD may have community and political support, but unless the Board of Directors and the new leadership align with the new mission and vision imperatives, HMHD could fail. The new Board and Leadership committed to realign themselves with the new direction and have been working relentlessly to ensure Calexico residents get the healthcare access and services they deserve.

#### Competitors/Local Providers

Navigating in today's healthcare arena is no easy task. Rules constantly change, reimbursements get cut, and healthcare disparities exist. Furthermore, competitors are continually looking to gain market share.

Calexico currently has four (4) major competitors in the local healthcare community. Two of them are Rural Health Clinics, one of them is a Federally Qualified Healthcare Center, and the other is a Medical Group office that offers a wide variety of services. The fifth competitor is the Mexicali healthcare system. This system offers quality care, low costs, and easy access.

Calexico has approximately eighteen (17) providers sites. Twelve (12) of these are private physician offices, two (2) Rural Health Clinics, one (1) Federally Qualified Healthcare Center, and two (2) Behavioral Health Clinics.

#### **Customers**

HMHD's primary customers are Calexico residents. Many of these residents suffer from old age, chronic diseases, and lack of information or awareness. HMHD Customers include competitors and collaborators. In the Calexico market, competitors and collaborators offer necessary services that should be preserved. Without these, access to care would suffer.

Calexico has an abundance of patients that are elderly, underinsured or uninsured, are hard of hearing, have poor or no transportation, and do not have the patience to sit and wait in an office share two-three hours for an appointment. These patients demand the same kind of time and consideration that insured patients receive. Thus, an opportunity for a new Clinic model that offers a patient centric model exists.

#### **Collaborators**

HMHD has many collaborators. The local hospitals and Clinicas de Salud del Pueblo are good examples of collaborators. HMHD constantly collaborates with these healthcare entities to promote health. Thus, it is imperative that strong connections with these entities are forged and maintained.

HMHD also has four (4) collaborators in the form of grant recipients. These collaborators, help promote HMHD's mission and vision throughout our community. Current grant recipients are Area Agency on Aging Meal Program, Vo Neighborhood Medical Clinic, Rosa's Plane Food Meal Program, and Fit and Healthy Center.

#### Description of services offered by collaborators

#### Area Agency on Aging Meal Program

The Area Agency on Aging is providing meals to Calexico Seniors that without HMHD's support would not have access to such meals. Seniors that benefit from this program are unable to prepare meals for themselves or lack resources to pay for meals.

#### Vo Neighborhood Medical Clinic

HMHD has partnered with the Vo Neighborhood Medical Clinic to offer COVID-19 related care and follow-ups to up-to 600 Calexico uninsured Patients. Most of these patients suffer from chronic conditions which have been exacerbated by their exposure to COVID-19. This program provides chronic care management and up to 4 follow ups per patient.

#### Rosa's Plane Food Meal Program

Rosa's Plane food provides meals for forty-seven (47) Calexico residents that previously qualified for conventional "meals-on-wheels" type programs. Thanks to this grant, 47 residents are enjoying much needed meals. Since inception of this program, HMHD has received over 20 new requests for inclusion in this program.

#### Fit and Healthy Center

Fit and Healthy Center childhood obesity in Calexico. The Fit and Healthy Center provides education and training to Calexico kids and their parents. The program includes exercise and nutritional support.

#### Climate

The Healthcare Climate in Calexico is a competitive and politically driven one. This is further accentuated by a poor payer-mix in the community, constant patient complaints of long wait times and poor access to care; as well as healthcare provider complaints of poor reimbursement, noncompliance and not having enough time to address chronic conditions.

HMHD comes from a strong financial and community support position. Market entry barriers exist, but at this moment do not pose a threat for a new Urgent Care Center. It is, however, expected that competitors will react once patient volumes fluctuate. It is the sole intent of HMHD to add services and not to take any away. HMHD's success prognosis is a positive one.

IV. Vision, Mission and Core Values
Vision Statement
To be the healthcare provider of choice for Calexico Residents.
Mission Statement
To be the area's leading healthcare organization by being a good steward of its finances, a catalyst for the delivery of new and enhanced healthcare services, a consistent supporter of health and wellness, and a reliable healthcare resource for District residents.
Guiding Principles
1. Commitment: We commit to developing high quality healthcare services to support our community's health and wellness needs.

- 2. Integrity: We adhere to the highest ethical standards in all of our decisions.
- 3. Excellence: We adhere to the highest standards of performance and seek excellence through continuous quality improvement.
- 4. Transparency: We create an atmosphere of trust by being transparent, consistently applying the same methodology to our decision-making processes, and by consistently having open dialogues with our constituents.
- 5. Collaboration: We believe that partnerships and collaborative community efforts bring strength to our district. We engage our partners to fulfill our mission and vision for excellence in healthcare delivery in Calexico.

# V. Organizational Structure

#### HMHD Officers and Board of Directors

HMHD is governed by a publicly elected five (5) member board of directors. The HMHD Officers and Board of Directors are responsible for the governance and fiscal health of the organization. They seek to collaborate with healthcare partners and community stakeholders, pursue new healthcare opportunities and initiate innovation in the greater medical community. The officers and Board of Directors are committed to making a lasting impact on Calexico's healthcare system and to fulfill the organization's Mission and Vision.



Gloria Grijalva Board Chair



Norma Apodaca
Board Vice Chair



Rodolfo Valdez
Board Treasurer



Raul R. Urena Board Secretary



Hector Martinez
Director

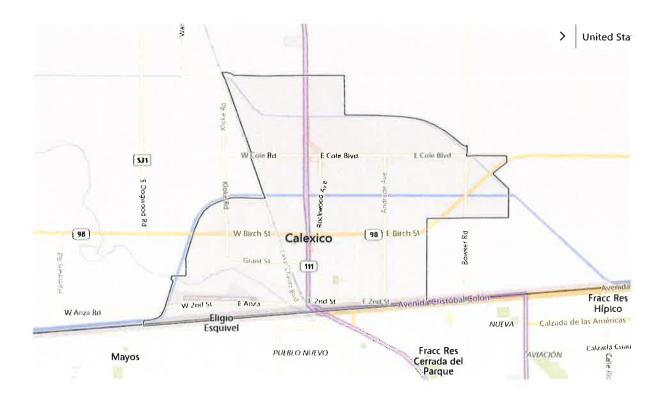
#### Leadership and Management Team

The Officers and Board of Directors have built a management team led by Chief Executive Tomas Virgen, an experienced healthcare administrator and binational healthcare consultant. Mr. Virgen oversees district operations, grant program management, and service line development. Mr. Virgen also oversees and directs the district management team.

# VI. HMHD Sector and Market Analysis

# Geographic Overview

Calexico is the southernmost city in the Imperial County and it shares a border with Mexicali, Baja California, Mexico. With a population of approximately 40,351 (2017), Calexico is the second largest city in the Imperial County. Mexicali, HMHD's neighbor to the south, has a population of 1,059,896 (2018) and is the second largest city in the State of Baja California (https://datausa.io/profile/geo/calexico-ca/).



#### Demographic Overview

Calexico is unique in the Imperial County due to its proximity to the Mexican border. Calexico is the gateway for thousands of Mexicali residents that cross the border frequently. Many of these border crossers come to and through Calexico to work, shop, or study. That dynamic goes both ways. Many Calexico residents also cross the border southbound frequently to seek lower cost healthcare, food, and entertainment. Thus, Calexico and Mexicali have a certain level of synergy and codependence.

Mexicali has a growing population. The latest estimates show a population of 1,059,896 and growing. Whereas Calexico's population has remained flat for the past 3 years with an average growth rate of 0.5% per year. Although Calexico's population has not grown significantly over recent years, its economy is highly dependent on the Mexicali traffic. Thankfully, Mexicali has seen an increase in their middle class which translates into a stronger economy that will in turn benefit Calexico and the surrounding areas.

Calexico Population from 2010-2017 (https://www.census.gov/quickfacts/calexicocitycalifornia)

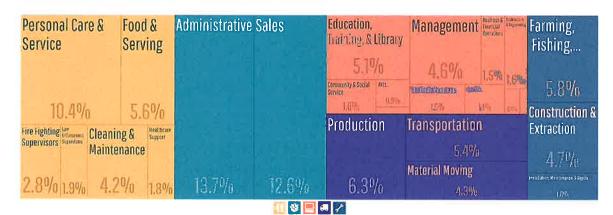
Year	Population	Growth	Annual Growth Rate
2017	40,351	141	0.35%
2016	40,210	239	0.60%
2015	39,971	214	0.54%
2014	39,757	268	0.68%
2013	39,489	186	0.47%
2012	39,303	289	0.74%
2011	39,014	340	0.88%
2010	38,674	11,565	3.62%

# Economic Overview (Data obtained from https://datausa.io/profile/geo/calexico-ca/)

Calexico's economy has remained fairly flat for the past five years. However, the growth south of the border continues to support the Calexico economy. This continuous growth does support a positive economic outlook for Calexico.

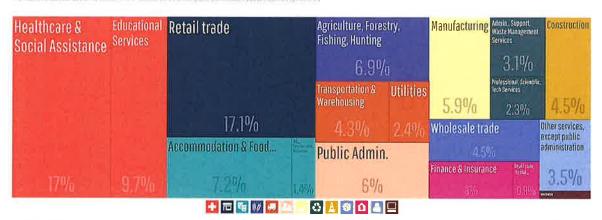
The following graphs provide data demographics on the Calexico Economy. Data on employment, industry, median household income, highest paying jobs, lowest paying jobs, wages by race and ethnicity in common jobs, poverty by race, property values and healthcare coverage provide greater insight into Calexico economics.

#### Employment by Occupations in Calexico, Ca



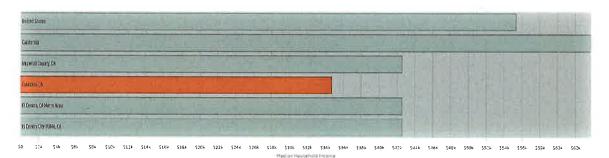
DATAUSA:

#### Employment by Industries in Calexico, Ca



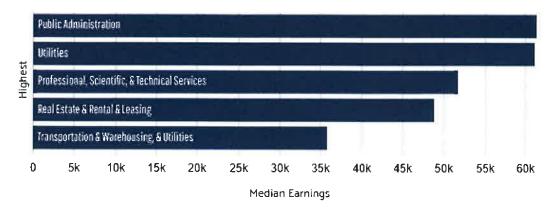
DATAUSA:

#### Median Household Income in Calexico, Ca



DATAUSA:

# **Highest Paying Jobs**

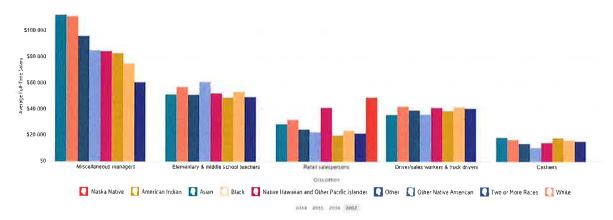


2013 2014 2015 2016 2017

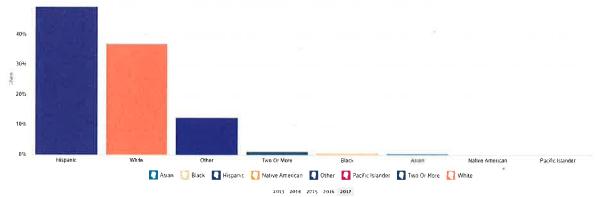
# Lowest Paying Jobs



# Wage by Race and Ethnicity in Common Jobs



# Poverty by Race



# Property Value



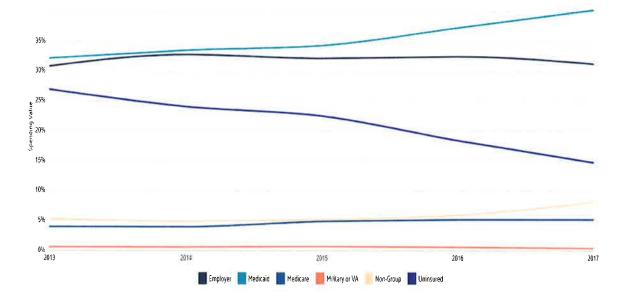
\$0 \$50k \$100k \$150k \$200k \$250k \$300k \$350k \$400k \$450k

Median Property Value

2013 2014 2015 2016 2017

#### Health Care Coverage:

Uninsured	14.8%	Employer Coverage	31.3%
Medicaid	40.3%	Non-Group	8.07%
Medicare	5.19%	Military or VA	0.416%



# **Calexico Medical Economy**

#### Access to Care

Healthcare is in growing demand as the population ages and Baby Boomers enter later stages of life. These later stages often require more frequent and more intensive healthcare services. Along with this trend, Calexico has more lives over 65 years of age per capita than any other city in the County.

An additional factor to the rising demand for healthcare services in Calexico is the increasing number of residents without health insurance. The creation of the Affordable Care Act in 2014 did bring some relief to Calexico families since more than 34% of households have incomes less than \$25,000 per year. This Act created more insured patients, however, underinsured. What it didn't do, is increase the number of available physicians to address the influx of patients seeking health care.

Other identified barriers to access to care in Calexico are transportation, communication, prompt appointment times, knowledge deficits, physical and cognitive disabilities, a shortage of providers, information and non-compliance.

## Healthcare Professional and Service Supply

While the number of healthcare jobs has increased over the past decade, it does not meet current or future demands. Imperial Valley College is one of the primary sources for Registered Nurses, Paramedics, Emergency Medical Technicians, and Certified Nurse Assistants in the County. Although many of these professionals are locals, they leave the Imperial County as soon as they graduate having a greater impact in local economics.

There are currently no medical schools or medical residency programs in the Imperial County. The closest Residency program is in Yuma, Arizona at Yuma Regional Medical Center. The closest medical school is the UCSD School of Medicine in San Diego.

Much of Imperial County is designated as a medically underserved area. The County has a shortage of medical providers, in particular those that provide primary care and mental health services. In 2013, there was one primary-care physician for every 4,410 Imperial county residents, compared to one for every 1,270 residents statewide. There is one mental health provider for every 930 County residents, compared to one for every 360 residents in California overall. There are also a limited number of dentists to serve the local population: one for every 3,140 County residents, while in the rest of the state there are one for every 1,260 residents.

In Calexico, it is a reality that health workforce supply falls short of what is needed to ensure access to basic primary care, preventive and specialty services. These deficits are compounded by an aging healthcare workforce and new demands for medical services generated by population growth, population aging and insurance coverage expansions.

# Calexico Based Physicians/Clinics

Calexico currently has 12 Private Physician Practices, one Group owned practice with rotating providers, two Rural Health Clinics (one owned by El Centro Regional Medical Center, and the other by Pioneers Memorial Healthcare District), and one Federally Qualified Health Center (owned by Clinicas de Salud del Pueblo). These clinics provide primary care and sporadic specialty care. In addition, Imperial County Behavioral Services has two (2) sites in Calexico serving the Community's Behavioral Health needs.

# Imperial County Hospitals

Imperial County has two hospitals, El Centro Regional Medical Center located in El Centro and Pioneers Memorial Healthcare District located in Brawley. These hospitals anchor the healthcare delivery system in the County. Each has their main campus and each has two rural health clinics. Both hospitals own and operate clinics in Calexico. Both hospitals are designated Trauma level IV. Major trauma and any conditions requiring subspecialties are transferred to San Diego hospitals or Desert Regional Medical Center in Palm Springs.

#### Chronic Disease

Chronic diseases such as heart disease, stroke, cancer, and diabetes are the leading causes of death and disability in the United States. Chronic diseases account for 70 percent of all deaths in

the U.S., or 1.7 million each year. These diseases also cause major limitations in daily living for nearly one out of 10 Americans, or about 25 million people. Chronic diseases are among the most common, costly and preventable of all health problems.

In addition to access to healthcare and lack of healthcare resources, Calexico faces the challenges brought on by a large number of residents with chronic disease. Although Calexico may seem to have a similar patient to clinician ratio to the Imperial County, it still falls way below the state average ratio. It is worthy of note to state that Calexico has the oldest and sickest population in the Imperial County. If you couple this with uninsured and underinsured patients, we end up with a greater challenge and burden for care. Finding providers that will spend more time with our patients in an environment of scarce resources is a challenge. This creates an opportunity for a new type of medical delivery model that can thrive in Calexico's healthcare environment.

The prevalence of chronic disease in Calexico follows the same trend as the County. Heart disease, cancer, stroke, diabetes, hypertension, kidney disease, chronic liver disease, tuberculosis and asthma rates are too high to ignore. In too many cases, residents suffer from multiple chronic diseases further augmenting their need for high quality care.

Diabetes is the fifth leading cause of death in Imperial County. In 2014, nearly 16 percent of adults reported ever being diagnosed with diabetes (excluding gestational diabetes), compared to 8.9 percent statewide (CHIS).

Heart disease accounted for 17 percent of all deaths in Imperial County on average in 2012-2014, while stroke caused nearly 6 percent of deaths in this County.

In 2014, 28 percent of adults in Imperial County reported having high blood pressure, and 63 percent of those reported taking medication for high blood pressure (CHIS).

In 2012-2014, on average 21 percent of Imperial County deaths were due to cancer.

# COVID-19 Pandemic

The impact of the COVID-19 Pandemic has amplified the need for healthcare access in Calexico. The pandemic has not only tested the current medical community's capacity for volumes, but also that of local Emergency Rooms. Furthermore, the financial impact of COVID-19 continues to afflict the entire Imperial County. It is evident that collaboration between local healthcare leaders, providers, and influencers is paramount.

# VII. Goals, Strategies, and Tactics

## Goal 1: Develop Community health awareness

Strategy: Lead progress toward being a healthier community.

#### **Tactics**

- 1. Deliver four (4) health fairs per year each focusing on a high priority healthcare need.
- 2. Collaborate with local health partners by participating in local health movements via health fair participation and/or financial support.
- 3. Collaborate with local health providers to identify trends in healthcare needs and engage their active participation in community's health.
- 4. Collaborate with local health partners and community leaders to promote district movements.

#### Goal 2: Enhance Access to Care

Strategy: Partner with Healthcare Provider to Develop an Urgent Care.

#### **Tactics**

- 1. Collaborate with Community, healthcare partners, and community leaders to obtain support for Urgent Care
- 2. Develop Urgent Care RFP
- 3. Collaborate with Urgent Care Partner to implement a healthcare delivery model to incentivize quality, efficiency, and care.
- 4. Engage physicians and community members to become champions of access to care.

Strategy: Recruit providers needed by Calexico Community

#### **Tactics**

- 1. Collaborate with local hospitals and clinics to recruit high need providers (i.e. Primary Care and Geriatrics).
- 2. Collaborate with Aging physicians to promote practice succession.
- 3. Collaborate with Independent Physician Associations to engage in recruitment of needed talent.

Strategy: Develop Community Call Center/Navigation program to facilitate access to care.

#### **Tactics**

- 1. Collaborate with local graduate and undergraduate students to gather and translate data.
- 2. Collaborate with County and Payors to help fund or augment program and to develop system.
- 3. Create healthcare directory
- 4. Collaborate with hospitals and local linkages programs to participate and develop communication trees.

5. Base call center/navigation program at HMHD (2023).

#### Goal 3: Maintain financial health to fulfill mission

Strategy: Raise funds via grants and create new service lines to fund mission initiatives.

#### **Tactics**

- 1) Collaborate with State Officials and local health partners to bring needed grant dollars fund community health programs.
- 2) Collaborate with payers to fund joint initiatives.
- 3) Collaborate with local leaders to improve local economy.
- 4) Partner with Healthcare Entity to establish Urgent Care by 2022.

#### VIII. Measurement

HMHD places high priority on the measurement, tracking, and reporting of its goals and programs. HMHD will operate strategically and tactically to ensure efficient high-quality care. We believe that in order to improve a process, you measure it. Thus, dashboards have been created to track goals and projects. These dashboards will be tracked and reported to the Board and public on a quarterly basis. By measuring and evaluating the impact of HMHD goals and projects, the Board of Directors will be able to monitor compliance and intervene when necessary.

Furthermore, the Board of directors serve on advisory committees to provide input and support. These leaders require a focus on measurement and assessment. HMHD will consider its efforts a success when reduction in healthcare disparities and reduction in identified gaps is evident.

# IX. Funding and Potential Revenue Sources

HMHD, as with all other healthcare districts, is funded by its increment of the City's annual property tax revenues. These tax revenues are utilized by the HMHD Board to benefit the health and well-being of the citizens of the community. The funds are either donated to local health-based organizations that make funding requests, or the funds are used by HMHD to implement new healthcare initiatives.

HMHD receives approximately \$975,000 per year from the property tax revenues. As of April 14, 2021, HMHD financial position includes \$5,663,653.54 in savings & checking, plus other assets that bring up the total asset value to \$7,254,006.79.

Another potential revenue source comes from grants. In collaboration with local health partners, HMHD is actively in search of grants to expand current programs and address healthcare gaps in the Calexico Community.

In addition to the above revenue sources, HMHD has begun modernization of a property owned in Calexico. There are two interested parties that are entertaining entering into a long term lease agreement. Said property will produce revenues in excess of \$50,000 per year after expenses.

# X. Summary and Conclusion

The Heffernan Memorial Healthcare District (HMHD) has been and is operating with a clear intention and realistic expectation of being a proactive resource for the healthcare needs of Calexico residents. In conjunction with all those who are already providing quality service within our district, HMHD will strive to further advance a culture of prevention and a focus on wellness. Through collaboration and innovation, and the support of those who believe in and support the HMHD mission and vision, HMHD will be a change agent that opens a dynamic space with cooperative dialogue and behaviors that will lead to creative healthcare innovation and quality outcomes.

HMHD believes the strength and transparency of our dashboards will create a new sense of awareness that will engage providers, community members, and healthcare leaders to open dialogues pertaining to healthcare needs, and to continually strive to produce higher quality outcomes in our community.

HMHD believes in the strength of a partnership to develop an urgent care to further improve access to care in Calexico. HMHD will adopt a philosophy that is patient centric. HMHD will develop incentives to motivate clinicians and staff to provide prompt individualized high-quality care that is second to none.

Heffernan Memorial Healthcare District accepts the healthcare challenges of today and tomorrow. In that endeavor, HMHD commits to putting their patient needs first, to provide high quality outcomes that bring value and improve the quality of lives of those that reside in the Calexico community.

# HEFFERNAN MEMORIAL HEALTHCARE DISTRICT APRIL 14, 2021.

**CURRENT ASSETS:** 

SUN COMMUNITY FEDERAL CREDIT UNION

REGULAR SAVING ACCOUNT

652.66

**CHECKING ACCOUNT** 

3,162,988.21

TOTAL SUN COMMUNITY BANK

3,163,640.87

MECHANICS BANK (RABOBANK) ACCT.

307,494.70

WELLS FARGO CHECKING ACCT.

1,932,588.51

FIRST FEDERAL CREDIT UNION

259,929.46

TOTAL CD / CHECKING/SAVING ACCT.

\$ 5,663,653.54

**OTHER CURRENT ASSETS:** 

CALEXICO MEGAPARK,LLC (Purchase Land-Deposit)

\$ 500,000.00

PREPARED By: ROSARIO VIZCARRA

4/14/2021.

# Heffernan Memorial Healthcare District Balance Sheet

As of April 14, 2021

ASSETS   Current Assets   Checking/Savings   1010 · Cash in bank - SCFCU   3,162,988.21   1030 · Cash in bank - SCFCU Savings   652.66   1050 · Cash in bank - Mechanics Bank   307,494.70   1052 · Cash in bank - First ICUnion   259,929.46   1055 · Cash In bank - Wells Fargo   1,932,588.51		Apr 14, 21
Checking/Savings       3,162,988.21         1030 · Cash in bank - SCFCU Savings       652.66         1050 · Cash in bank - Mechanics Bank       307,494.70         1052 · Cash in bank - First IcUnion       259,929.46         1055 · Cash In bank - Wells Fargo       1,932,588.51         Total Checking/Savings       5,663,653.54         Other Current Assets       500,000.00         Total Other Current Assets       500,000.00         Total Current Assets       6,163,653.54         Fixed Assets       1600 · Land       142,750.00         1605 · Building and improvements       999,646.44         1610 · Office equipment       64,920.53         1700 · Accumulated depreciation       (116,963.72)         Total Fixed Assets       1,090,353.25         TOTAL ASSETS       7,254,006.79         LIABILITIES & EQUITY       Equity         3020 · Retained earnings       6,873,341.77         Net Income       380,665.02         Total Equity       7,254,006.79	ASSETS	
1010 · Cash in bank - SCFCU       3,162,988.21         1030 · Cash in bank - SCFCU Savings       652.66         1050 · Cash in bank - Mechanics Bank       307,494.70         1052 · Cash in bank - First ICUnion       259,929.46         1055 · Cash In bank - Wells Fargo       1,932,588.51         Total Checking/Savings       5,663,653.54         Other Current Assets         1250 · Deposits payable - Land       500,000.00         Total Other Current Assets       6,163,653.54         Fixed Assets         1600 · Land       142,750.00         1605 · Building and improvements       999,646.44         1610 · Office equipment       64,920.53         1700 · Accumulated depreciation       (116,963.72)         Total Fixed Assets         TOTAL ASSETS         TOTAL ASSETS         Total Equity         Sequity         Equity         3020 · Retained earnings       6,873,341.77         Net Income       380,665.02         Total Equity		
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1605 · Building and improvements       999,646.44         1610 · Office equipment       64,920.53         1700 · Accumulated depreciation       (116,963.72)         Total Fixed Assets       1,090,353.25         TOTAL ASSETS       7,254,006.79         LIABILITIES & EQUITY       Equity         3020 · Retained earnings       6,873,341.77         Net Income       380,665.02         Total Equity       7,254,006.79	Fixed Assets	
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1700 · Accumulated depreciation       (116,963.72)         Total Fixed Assets       1,090,353.25         TOTAL ASSETS       7,254,006.79         LIABILITIES & EQUITY       Equity         3020 · Retained earnings       6,873,341.77         Net Income       380,665.02         Total Equity       7,254,006.79		•
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TOTAL ASSETS 7,254,006.79  LIABILITIES & EQUITY  Equity	1700 · Accumulated depreciation	(116,963.72)
LIABILITIES & EQUITY Equity 3020 · Retained earnings Net Income 6,873,341.77 380,665.02  Total Equity 7,254,006.79	Total Fixed Assets	1,090,353.25
Equity       6,873,341.77         3020 · Retained earnings       6,873,341.77         Net Income       380,665.02         Total Equity       7,254,006.79	TOTAL ASSETS	7,254,006.79
3020 · Retained earnings       6,873,341.77         Net Income       380,665.02         Total Equity       7,254,006.79		· Via de promission de la company
Net Income         380,665.02           Total Equity         7,254,006.79	· •	6.873.341.77
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TOTAL LIABILITIES & EQUITY 7,254,006.79	Total Equity	7,254,006.79
	TOTAL LIABILITIES & EQUITY	7,254,006.79

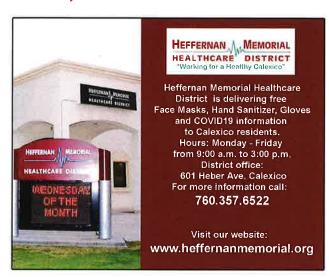
# HEFFERNAN MEMORIAL HEALTHCARE DISTRICT

# STRATEGIC PLAN UPDATE (APRIL 2021)

STRATEGIC GOALS	DEVELOP COMMUNITY HEALTH AWARENESS	ENHANCE ACCESS TO CARE	SUSTAIN FINANCIAL HEALTH
STRATEGIES	<ol> <li>Deliver 4 health fairs per year each focusing on high priority healthcare needs (i.e., COVID-19 Prevention and Treatment, Chronic Disease Management, Nutrition, Weight Management).</li> <li>Collaborate with City of Calexico and local healthcare partners to improve healthcare communication.</li> <li>Deliver a minimum of 2 townhall meetings per year to engage the public in District initiatives.</li> <li>Continue to fund local health initiatives to promote health and health awareness.</li> </ol>		1) Collaborate with Foundations and healthcare partners to obtain grants to drive mission and vision.  2) Collaborate with local and state government to bring healthcare funds to Calexico.  3) Work with grant programs to run high quality and efficient programs.  4) Meet annual budget projections.
GRANT PROGRAMS	<ol> <li>AAA Meal program.</li> <li>Rosa's Plan Food Inc. meal program.</li> </ol>	<ul><li>3) Fit and Healthy Center.</li><li>4) Vo Neighborhood Medical Clinic.</li></ul>	



# Information of services using our Website, Social Media T.V., Radio and Printed Newsletter





# Newsletter delivered to every household in Calexico every 3 months in English and Spanish using the Water Bill system







#### **PPE Delivery 2020-2021**

#### **PPE Delivery to the Community**





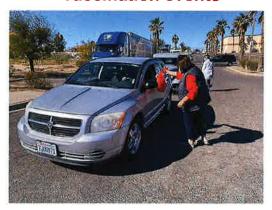
PPE Delivery to Health providers



PPE Delivery to Senior Apartments



PPE Delivery during vaccination events



PPE Delivery during vaccination events in Calexico





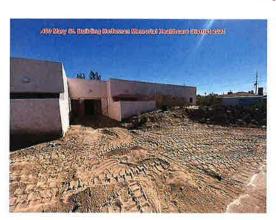


# Delivery of PPE to Calexico Police Department and Non-Profit Community organizations





# HMHD Community Building remodeling project at 400 Mary St. estimated completion date: April 2022





#### **Scholarships for Calexico High School and IVC Graduates**









## **EXHIBIT D**

Audited Financial Statements ending June 30, 2020

# HEFFERNAN MEMORIAL HEALTHCARE DISTRICT

# FINANCIAL STATEMENTS (WITH INDEPENDENT AUDITOR'S REPORT)

As of June 30, 2020 and for the fiscal year then ended





#### INDEPENDENT AUDITOR'S REPORT

Board of Directors Heffernan Memorial Healthcare District Calexico, California

I have audited the accompanying statement of net position, statement of revenues, expenses and changes in net position and statement of cash flows of the Heffernan Memorial Healthcare District as of June 30, 2020 and the fiscal year then ended and the related notes to the financial statements, which collectively compromise the financial statements.

#### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### Auditor's Responsibility

My responsibility is to express an opinion on these financial statements based on my audit. I conducted the audit in accordance with auditing standards generally accepted in the United States of America and the State Controller's minimum audit requirements for California Special District. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

#### **Opinion**

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Heffernan Memorial Healthcare District as of June 30, 2020, and the changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America as well as accounting systems prescribed by the State Controller's Office and state regulations governing special districts.

#### Other Matters

#### Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 7 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. I have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I do not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance.

February 2, 2021

Jun Jus

The following section of the annual financial report of the Heffernan Memorial Healthcare District (the "District") includes an overview and analysis of the District's financial position and activities for the years ended June 30, 2020 and 2019. This discussion and analysis, as well as the basic financial statements which it accompanies, is the responsibility of the management of the District.

#### Introduction to the Basic Financial Statements

This annual report consists of a series of financial statements, prepared in accordance with generally accepted accounting principles; such report has been designed to improve the usefulness of the report to the primary users of these basic financial statements.

The District presents its basic financial statements using the economic resources measurement to focus and accrual basis of accounting. As a Business-Type Activity, the District's basic financial statements include a Statement of Net Position; a Statement of Revenues, Expenses, a Statement of Changes in Net Position; and a Statement of Cash Flows. Notes to the basic financial statements and this section support these statements. All sections must be considered together to obtain a complete understanding of the financial position and results of operations of the District.

**Statements of Net Position** – The Statements of Net Position include all assets and liabilities of the District, with the difference between the two reported as net position. Assets and liabilities are reported at their book value, on an accrual basis, as of June 30, 2020, and 2019. These statements also identify major categories of restrictions on the District's net position.

**Statements of Revenues, Expenses, and Changes in Net Position** – The Statements of Revenues, Expenses, and Changes in Net Position present the revenues earned and expenses incurred by the District during the years ended June 30, 2020, and 2019, on the accrual basis of accounting.

**Statement of Cash Flows** – The Statements of Cash Flows present the changes in the District's cash and investments for the years ended June 30, 2020 and 2019. Such statements are summarized by operating, capital, and noncapital financing and investing activities. The statements of cash flows have been prepared using the direct method of reporting cash flows and, therefore, present gross, rather than net amounts, for each respective year's activities.

#### **Condensed Financial Position Information**

The following condensed financial information provided an overview of the District's financial position for the fiscal years ended June 30, 2020 and June 30, 2019.

Assets:		2020	<u>2019</u>
Capital assets, net Other assets	2	\$ 663,927 6,226,587	\$ 680,407 
Total assets Liabilities:		6,890,514	6,006,156
Accounts payable	:3	17,232	1,976
Total liabilities		17,232	1,976
Net position: Invested in capital position, n Unrestricted	et of related debt	663,927 6,209,415	680,407 
Total net position	n	\$ 6,873,342	\$6,606,156\$

#### (a) Net Position

Net position, the difference between assets and liabilities, increased \$ 269,162 for the fiscal year ended June 30, 2020 and increased \$ 190,506 for the fiscal year ended June 30, 2019.

#### (b) Utility Plant

Net capital assets, which is comprised of property plant and equipment, net decrease of \$ 16,480. The net increase was due to capital outlay office equipment of \$ 7,531 and a decrease from the annual depreciation expense in the amount of \$ 24,011.

#### (c) Other Assets

Other assets consist of cash, investments, and accounts receivable.

#### (d) Other Liabilities

Other liabilities consists of accounts payable.

#### **Summary of Operations and Changes in Net Assets**

Changes in the District's net assets for fiscal years ended 2020 and 2019 was a increase of \$ 269,162 and an increase of \$ 190,506. The tables below summarize the District's fiscal year 2020 and 2019 activity:

Operating revenues:	2020	<u>2019</u>
Revenue	\$ -0-	\$ -0-
Operating expenses:		
Professional services Other operating expenses Depreciation	66,525 270,108 <u>24,011</u>	59,122 250,894 22,605
Total operating expense	360,644	332,621
Operating income (loss)	(360,644)	(332,621)
Non-operating revenues (expenses):		
Property taxes Interest income Grants	1,031,755 53,312 (455,261)	939,321 48,530 (464,724)
Total non-operating revenues (expenses) Net	629,806	523,127
Increase in net position	269,162	190,506
Total net position, beginning of year	6,604,180	6,413,674
Total net position, end of year	\$ 6,873,342	\$ 6,604,180

#### (a) Operating Expenses

Operating expenses consists of professional services, administrative expenses and other operating expenses. During the year, operating expenses (including depreciation) increased \$ 28,023.

#### (b) Non-operating Revenues and Expenses

Non-operating revenues and expenses consist of interest income and property taxes.

#### **Capital Assets**

#### (a) Capital Assets

Capital assets is comprised of land and buildings. Equipment consists of office furniture and computer equipment.

#### Request for Information

This financial report is designed to provide a general overview of the Heffernan Memorial Healthcare District's finances for all those with an interest in the district's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Treasurer, Heffernan Memorial Healthcare District, 601 Heber Ave., Calexico, CA 92231.

#### Heffernan Memorial Healthcare District Statement of Net Position As of June 30, 2020

#### <u>ASSETS</u>

Current assets:	
Cash and cash equivalents Accounts receivable	\$ 5,723,102 3,545
TOTAL CURRENT ASSET	5,726,647
Non current assets:	
Land Capital assets, net of Accumuluated Depreciation Total capital assets, net	142,750 521,177 663,927
Note receivable (Note 4)	500,000
Total non current assets	1,163,927
TOTAL ASSETS	\$ 6,890,574
LIABILITIES AND NET POSITION	
Current Liabilities:	
Accounts payable	\$ 17,232
TOTAL LIABILITIES	17,232
Net Position:	
Invested in capital assets Unrestricted	663,927 6,209,415
TOTAL NET POSITION	6,873,342
TOTAL LIABILITIES AND NET POSITION	\$ 6,890,574

#### Heffernan Memorial Healthcare District Statement of Revenue, Expenses and Changes in Net Position For the Fiscal Year Ended June 30, 2020

Operating Revenues	_\$	-0-
Operating Expenses:  Marketing and promotion Administration services Professional services Other operating expenses:		24,111 80,552 66,525
Governing board Depreciation expense General operations Insurance	,,	28,400 24,011 133,580 3,465
Total Operating Expenses		360,644
Operating Net Income (Loss)		(360,644)
Non-Operating Revenues (Expenses): Property taxes Interest income Grants		,031,755 53,312 (455,261)
Total non-operating revenues (expenses), net		629,806
Increase in net position		269,162
Net Position, beginning of the year	6	,604,180
Net Position, end of the year	\$ 6	,873,342

#### Heffernan Memorial Healthcare District Statement of Cash Flows For The Fiscal Year Ended June 30, 2020

#### Cash flows from operating activities:

\$ (455,261) (321,377)
(776,638)
1,029,564
1,029,564
(7,531)
(7,531)
53,312
298,707
5,424,395
\$ 5,723,102

#### Heffernan Memorial Healthcare District Statement of Cash Flows - Continued For the Year Ended June 30, 2020

Reconciliation of operating income (loss) to net cash from operating activities:

Operating income (loss)	_\$	(360,644)
Adjustments to reconcile net loss to net cash used in operating activities:		
Increase in accounts payable Depreciation Grants		15,256 24,011 (455,261)
Total adjustments	-	(415,994)
Net cash from operating activities	_\$	(776,638)

# NOTE 1: SUMMARY OF ORGANIZATION AND ITS SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the District conform to accounting principles generally accepted in the United States of America as applicable to governments and to general practice within California Special Districts. The District accounts for financial transactions in accordance with the policies and procedures of the State Comptroller's Office Division of Local Government Fiscal Affairs Minimum Audit Requirements and Reporting Guidelines for California Special Districts. The following is a summary of the more significant policies.

#### General

The Heffernan Memorial Healthcare District (the "District") was formed in 1951 as a Hospital District, a subdivision of the State of California under the Health and Safety Code Division 23, Section 12000-32358. The District was formally known as Heffernan Memorial Hospital District. The name change became effective August 13, 2009.

Each of the five members of the District's Board of Directors holds office for a four-year term. Elections are by popular vote of the constituents within the District's boundaries.

The District's certification to provide and bill for inpatient and outpatient services was revoked on September 22, 1995 by Medicare and Medical and the District suspended operations of its general acute care facility. On November 13, 1995, the District entered into bankruptcy under Chapter 9 of the Bankruptcy Code and adopted and carried out a bankruptcy-restructuring plan with the City of Calexico and the City of Calexico's Community Redevelopment Agency, secured creditors and a committee of unsecured creditors.

# NOTE 1: SUMMARY OF ORGANIZATION AND ITS SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The District has and continues to assess the healthcare needs of the Imperial Valley. The District makes grants to healthcare providers who provide needed healthcare services.

#### Reporting Entity

Accounting principles generally accepted in the United States of America require that these financial statements present the accounts of the District and any of its component units. Component units are legally separate entities of which the District is considered to be financially accountable or otherwise has a relationship, which is such that the exclusion of the entity would cause the financial statements to be misleading. Blended component units are considered, in substance, part of the District's operations, so the accounts of these entities are to be combined with the data of the District. Component units, which do not meet these requirements, are reported in the financial statements as discrete units to emphasize their separate legal status. However, the District has determined that it is not financially accountable for, nor has any other relationship with, any other organization, which would require its inclusion in these financial statements.

#### Proprietary Fund Financial Statements

Private-sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed to the extent that those standards do not conflict with or contradict guidance of the Governmental Accounting Standards Board (GASB). Governments also have the option of following subsequent private-sector guidance subject to this same limitation. The District has elected to follow subsequent private-sector guidance that does not conflict with or contradict GASB statements.

The District distinguishes operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the District's principal ongoing operations. The principal operating revenues of the District are charges to patients for services. Operating expenses include cost of services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

# NOTE 1: SUMMARY OF ORGANIZATION AND ITS SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, and then unrestricted resources as they are needed.

## Measurement Focus, Basis of Accounting, and Financial Statements Presentation

The financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

#### Use of Estimates

The preparation of these financial statements requires management to make estimates and assumptions. Those estimates and assumptions affect the reported amounts of assets, liabilities, revenues and expenses, as well as the disclosure of contingent assets and liabilities. Actual results could differ from those estimates.

#### Cash and cash equivalents

All cash and cash equivalents are considered to be demand deposits, money market funds and highly liquid investments with original maturities of three months or less form the date of acquisition, which are not exposed to custodial credit risk because their existences is not evidenced by securities that exist in physical or book entry form.

# NOTE 1: SUMMARY OF ORGANIZATION AND ITS SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### Capital assets

Capital assets consist of office equipment, building and improvements and land. Capital assets are defined by the District, as assets with an initial, individual cost of more than \$ 1,000 and an estimated useful life of five years or more. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. Depreciation of office equipment is provided on the straight-line basis over the estimated useful life of five years. Buildings are depreciated over the estimated useful life of 40 years.

Included in the statement of revenues, expenses and changes in net assets for the year ended June 30, 2020 is \$ 24,011, in depreciation expense.

The costs of normal maintenance and repairs that do not add to the value of the assets or materially extend the asset's life are not capitalized.

#### Property taxes

Property taxes are assessed under various legislative provisions, contained in the Government Code and the Revenue and Taxation Code, by the County Assessor and State Board of Equalization. Taxes on real property are limited to one percent of assessed valuation plus additional taxes for repayment of any existing voted indebtedness. Imperial County in accordance with statutory formulas collects and distributes the taxes to the District.

The County of Imperial (the County) bills and collects property taxes on behalf of numerous special districts and incorporated cities, including the District. The District's collections of current year's taxes are received through periodic apportionments from the County.

Secured property taxes are levied on or before the first business day of September of each year. They become a lien on real property on January 1<sup>st</sup> proceeding the fiscal year for which taxes are levied and can be paid in tow installments. The first installment is due November 1<sup>st</sup> and delinquent December 10<sup>th</sup>, and the second installment is due February 1<sup>st</sup> of the following year and is delinquent April 10<sup>th</sup>. Unsecured personal property taxes are due January 1<sup>st</sup>, and become delinquent if unpaid on August 31<sup>st</sup>.

# NOTE 1: SUMMARY OF ORGANIZATION AND ITS SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### Income taxes

The District is a political subdivision of the State of California and, as such, is exempt from federal and state income taxes.

#### NOTE 2: CASH AND INVESTMENTS

The District's cash deposits at year end are categorized below to give an indication of the level of credit risk assumed by the District.

Category 1 - Cash deposits which are insured by FDIC.

<u>Category 2</u> – Cash deposits which are collateralized. The California Government Code required California banks and savings and loan associations to secure a District's deposits by pledging government securities with a value of 110% of a District's deposits, or by pledging first trust deed mortgage notes having a value of 150% of a District's total deposits.

<u>Category 3</u> – Cash deposits which are uninsured or uncollaterized.

The District had no Risk Category 2 and 3 cash, cash equivalents and investments.

#### Custodial Credit Risk

Custodial credit risk for deposits is the risk that in the event of a bank failure, the District will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. Neither the California Government Code nor the County's investment policy contains legal or policy requirements that would limit the District's exposure to custodial credit risk for deposits, except that the California Government Code requires that a financial institution secure deposits made by state or local government units by pledging securities in an undivided collateral pool held by a depository regulated under state law. The market value of the pledged securities in the collateral pool must equal at least 100% of the total amount deposited by the public agencies. California law also allows financial institutions to secure District deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

#### NOTE 2: CASH AND RESTRICTED INVESTMENTS (Continued)

#### Concentration of Credit Risk

The District maintains cash balances at several financial institutions located in Imperial County. The total of all accounts at each institution are insured by the Federal Deposit Insurance Corporation up to \$ 250,000. The District occasionally carries cash balances in banks in excess of the Federal Deposit Insurance Corporation's insurance limits.

#### Classification of Investments by Credit Risk

	:r	Categorie	s		
	1	2	3	Carrying Amount	Market Value
Demand accounts	\$ 250,000	\$ 5,473,102	<u>\$ -0-</u>	\$5,473,102	\$ 5,473,102
Total	\$ 250,000	\$ 5,473,102	<u>\$ -0-</u>	\$ 5,473,102	\$ 5,473,102

#### <u>Investment Income</u>

For the year ended June 30, 2020, investment income consisted of interest income of \$53,312.

#### **NOTE 3: CAPITAL ASSETS**

#### A summary of capital assets as of June 30, 2020 follows:

	Balance as of July 1, 2019	Additions	Retirements	Balance as of June 30, 2020
Non-depreciable Assets: Land	\$ 142,750	<u>\$ -0-</u>	\$ -0-	\$ 142,750
Depreciable Assets:  Building/Improvements  Office Equipment  Total Depreciable Assets	576,433 54,177 630,610	-0- 7,531 7,531	-0- -0- -0-	576,433 61,708 638,141
Less Accumulated Deprecia	ation			(116,964)
Total Depreciable Assets, N	let			521,177
Total Capital Assets, Net				\$ 663,927

Depreciation expense for the year ended June 30, 2020 was \$ 24,011.

#### NOTE 4: COMMITMENTS AND CONTINGENCIES

#### Note Receivable - MegaPark

The Purchase deposit of \$ 500,000 for the Mega Park LLC remains unpaid. Heffernan Memorial Hospital District has the \$ 500,000 purchase deposit secured by a promissory note and a trust deed recorded against the Mega Park LLC property. The principal amount is generating 6 % annual interest as of 2009. Heffernan Memorial Hospital District remains a secured creditor. Heffernan Memorial Hospital District is in a junior lien position. A senior lien holder has priority over Heffernan Memorial's junior lien position. Heffernan Memorial Hospital has not commenced litigation or default proceedings against Mega Park LLC. Mega Park LLC has obtained final mapping of the property from the City of Calexico as of February 2020. Mega Pack LLC has informed Heffernan Memorial Hospital it will repay the money owed with accumulated interest upon developing the property.

#### **NOTE 5: GRANTS**

During the year ended June 30, 2020, the District granted awards to several healthcare providers that provide healthcare services and other not for profit organizations. During the year end ed June 30, 2020, the District contributed \$ 455,261.

#### NOTE 6: SUBSEQUENT EVENTS

The District has evaluated subsequent events through February 2, 2021, the date which the financial statements were available to be issued. No events have occurred which would have a material effect on the financial statements of the District as of that date.

# **EXHIBIT E**

2021-2022 Budget

#### Prepared: May 18, 2021

# Heffernan Memorial Healthcare District Final Budget

For the Fiscal Year from July 1, 2021 to June 30, 2022

Income	Budget 2021 / 2022
4000 · Rev Sharing - County / City	1,000,000
4100 · Interest income	52,000
4200 · Other Income	7,500
Total Income	1,059,500
-	
Expenses	
6010 · Trustee remuneration	30,000
6300 · Rent	2,000
6300 Repairs and maintenance	5,000
6310 · Landscaping	2,500
6500 · Insurance	4,200
6600 · Legal and professional	36,000
6610 · Accounting - Audit	12,000
6615 · Accounting - Other	25,000
6650 · Administration services	100,000
7000 · Marketing	35,000
7200 · Supplies	4,000
7200 · Leasing Office Equipment	1,500
7210 . Janitorial - Supplies	1,500
7215 · Janitorial - Services	6,000
7250 · Utilities	7,000
7270 · Telephone	6,500
7285 · Grants	300,000
7285 · Grants - Other	10,000
7400 · Travel	5,000
7410 · Training and education	9,000
7420 · Meals	10,000
7550 · Promotion	25,000
7555 . Emergency response	50,000
7560 . Urgent Care Consultant	25,000
7565 . Parks	25,000
7610 · Dues and subscriptions	6,500
7800 Mileage reimbursement	500
7900 · Miscellaneous	1,000
8030 · Property tax	10,000
8200 · Bank charges	300
Total Expenses	755,500
Net Income before CO	304,000
Capital Outlays	*
0000 · Land	175
0000 · Building	1,000,000
7800 · Others	
Total Capital Outlays	1,000,000

# **EXHIBIT F**

Grant Agreement with Vo Medical

# 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.

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#### 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 n 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 that 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on June 1 4 , 2021
Heffernan Memorial Healthcare District
BY: <u>Glancia Gradin</u> Gloria Grijalva, President, Heffernan Memorial Healthcare District
June A 14 2021
BY:

Venus Nguyen, President

herein.

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

# HEALTHCARE DISTRICT

February 1, 2021 Vo Neighborhood Medical Clinic 222 E. Cole Blvd. Calexico, CA 92231

FEB 2 2 2021

Imperial County

Re: Approval of Grant Application Funding Request

Dear Mr. Cardenas:

After careful consideration, it is our pleasure to inform you that the request for grant funding for your program has been approved! Heffernan Memorial is very committed to the services and goals your program will be providing and therefore wish your organization the best of luck and success!

Heffernan Memorial will need to schedule a meeting with your representative to finalize the contract between our organizations. Please contact Tomas Virgen at the District Office at your earliest convenience for this purpose.

Sincerely,

Gloria Grijalva, President

Heffernan Memorial Healthcare District



ANT APPLICATION COVER PAGE (For January 1, 2021-June 30, 2021 Submissions)
Legal Name of Organization: Vo Neighborhood Medical Clinic
Agency Director: Alex Cardenas
Address: 222 E. Cole Blvd. Calexico, CA 92231
Phone (& Extension): 442-271-4460
E-Mail Address: alex@casaic.org
Website: www.VoMedicalCenter.com
Proposed Project Title: Heffernan-Vo Medical Service
Agency Contact Person: Esmeralda Diaz
Phone (& Extension): 442-283-3494
Amount of Funds Requested: \$208,168
Number of Unduplicated HMHD Residents to be Served: 600 or more
Ages of Population to be Served: <u>All Ages at-risk or suffering from the conditions below.</u> As described as a High Priority Need, this program will assist in addressing the following:
<ol> <li>Chronic Conditions:</li> <li>Hypertension / Cardiovascular Disease Diabetes</li> <li>Asthma Obesity</li> <li>Cancer</li> <li>Healthcare Screenings: HTN, Diabetes, Cancer.</li> <li>Meals / Nutrition Program</li> </ol>
Program Description:  -1 (we) certify that all information included in this application is complete and accurate.  -1 (we) certify that all information included in this application is complete and accurate.  -1 (we) certify that all information included in this application is complete and accurate.  -1 (we) certify that all information included in this application is complete and accurate.  -1 (we) certify that all information included in this application is complete and accurate.  -1 (we) certify that all information included in this application is complete and accurate.  -1 (we) certify that all information included in this application is complete and accurate.  -1 (we) certify that all information included in this application is complete and accurate.

#### Grant Application Summary:

In Imperial County, the most obvious systemic problems associated with persistent poverty are revealed through documented health disparities. Imperial County's 2019 Health Status Profile shows clearly how poorly Imperial performs on morbidity and mortality of several chronic and infectious diseases. Within California's 58 counties, Imperial County is ranked 57th in mortality rates for diabetes and is 58th in mortality rates for influenza/pneumonia. Imperial County also has the highest rates of tuberculosis infection. Many cities and communities within the County experience additional health disparities with other diseases such as heart disease, cancer, sexually transmitted diseases, and asthma.

Imperial County has experienced shortages in medical professionals, such as pulmonologists, cardiologist, nephrologists and endocrinologists. Within the County, two areas have been designated Medically Underserved Areas for more than a decade: **Calexico and Imperial County**. This project will target more than 600 who are primarily Hispanic (85% of the population) individuals of all ages in the Calexico region.

Vo Neighborhood Medical Clinic (VNMC) is partnered with Vo Medical Center to provide the Free Services to the residents of Calexico CA, funded by Heffernan Memorial HealthCare District. Calexico has one of the highest rates of asthma, obesity, and diabetes in the county. We need to help the community to be more proactive so in turn we can reduce the healthcare cost in the future by screening and starting treatment early to avoid complications. The aforementioned services include screening for Diabetes, Hypertension, Coronary Artery Disease, Obesity, Asthma/COPD, Cancer and Covid/Meals to Heal.

Ve will focus on the entire population, people of all ages, race, and ethnicity. The project will include harketing and community advocates and education. VNMC will come to each senior apartment and center to screen for chronic conditions including: Diabetes, Hypertension, Coronary Artery Disease, Obesity, Asthma/COPD, Cancer and Covid-19/Meals to Heal. Our plan would include a referral to Vo Medical Center where they will consult with a provider, followed by an order of comprehensive labs, electrocardiogram (EKG), and Chest X-ray, and complete physical examination. We plan to see 100 patients per month for 6 months for physical exam, follow-ups, laboratory tests, Chest X-ray and EKG to identify/diagnose the problems and provide treatments. In order to process, we will hire 2 Medical assistants (full time), 1 lab technician for the mobile testing services, and one marketing staff (part time) and one provider (MD) (50 hrs. per month) to lead the program. A complete list of objectives and services will follow in the program services and performance plan regarding the grant. The expected benefits of these services are to improve the health outcome to the most vulnerable population in the Calexico region.

#### Target Population:

This project will benefit at least two socially disadvantaged groups that are served by its member nonprofits: Hispanic/Latino population and Native American Indians. Imperial County is 85% Hispanic or Latino, and VNHCC will provide services to a majority Hispanic/Latino population. According to a 2020 report by the Congressional Research Service, Imperial County is a persistent poverty county with poverty rates above 20% for the last 30 years. According to Imperial County's 2019 Health Status Profile, 31% of children under 18 are living in poverty, compared to 19% for California. For decades there has been negligible improvement in poverty levels.

#### Agency Capability:

Vo Neighborhood Medical Clinic Cooperative's (VNMCC), established in November of 2017, is a registered nonprofit tax-exempt IRS 501-(c) (3 (see Appendix A) located in Imperial County, California (a persistent poverty County). The mission of VNMCC is to ensure that all individuals in Imperial County have access to quality healthcare and to reduce negative impacts of social determinants of health. VNMCC physical address is located at 222 E. Cole Blvd. Calexico, CA 92231 and is serving the population of over 40,000 residents in the city of Calexico.

As a non-profit organization dedicated to providing health and improving lives, we acknowledge that we have a responsibility to help. Our goals for Vo Neighborhood Medical Clinic, along with our strategic alliance with Vo Medical Center, are to keep our communities healthy and safe in response to the COVID-19 pandemic.

Our team of clinicians and healthcare workforce have been and are currently testing and treating COVID-19 patients. Testing started in the city of Calexico, and is now happening in El Centro, and Brawley as well. Our commitment to our community during the COVID-19 crisis focused on responding to the pandemic all while supporting our health care providers and the communities in which we serve.

Here are some examples of how we are helping our communities over the years:

- Doing community outreach on topics such as Diabetes, Obesity, Heart Disease related to Obesity, Asthma prevention program, and recently COVID-19 related health issues
- Providing free health screening to low-income families and the under-insured and uninsured
- Providing free health and sport physicals to children across many schools in the county
- Supporting local relief efforts
- Feeding the homeless of Imperial County
- Team up with city mayors to bring COVID-19 testing to more cities in the Imperial County
- Providing fabric masks to more than 2,000 essential workers during the COVID-19 pandemic

"A nonprofit corporation operated by the grantee for cooperative or business development and where a majority of the board of directors or governing board is comprised of individuals who are members of Socially-Disadvantaged Groups."

As shown in Table 1 below, the Board for VNHCC is a representation of a majority of socially disadvantaged groups, with 55% both Hispanic/Latino and Asian. The representation on the Board of socially disadvantaged groups is also largely reflective of the County population (85% Latino/Hispanic) and the consistent with the makeup of other nonprofits in the County, the latter being potential member organizations in the future.

Table 1: Board for Vo Neighborhood Health Clinic Cooperative

Name	Board Position	Employer, Position	Organization	Skills and Expertise	Race/ Ethnicity	Gender
Venus Nguyen	President	Owner	Vo Medical Center	Medical Practice Management	Asian	Female
Gayla Strong	Vice President	Retired	Faith Base International Ministries	Non-Profit and Business Management	Caucasian	Female

Martha Singh	Treasurer	Higher Education Leader	University of California	Community Engagement/Higher Learning Management	Hispanic	Female
Alex Cardenas	Secretary		Count Appointed Special Advocates	Non-Profit and Business Management	Hispanic	Male
Charles Fisher	Board Member	Retired	El Centro Elementary School Board	School Administration /Business Management	Caucasian	Male
Matt Dessert	Board Member	Air Pollution Control Officer	Imperial County Air Pollution Control District	Business Owner/Govt Management	Caucasian	Male
Stella Jimenez	Board Member	Assemblyman Eduardo Garcia	California's 56th Assembly District	Government Affairs	Hispanic	Female
Velazquez Juan M.D.	Board Member	Medical Doctor	Vo Medical Center	Medical Doctor	Puerto Rican	Male
Clara Padron- Spence	Board Member	Medical Doctor	Vo Medical Center	Medical Doctor	Hispanic	Female
John Strong, M.D.	Board Member	Medical Doctor	Vo Medical Center	Medical Doctor	Caucasian	Male

In addition, VNHCC is acting as administrator for the Housing for the Harvest Program in Imperial County in cooperation with Community Base Organizations for wrap around services. This gives us the opportunity to serve yet another population base, those individuals who work in the essential agricultural industry. Vo Neighborhood Medical Clinic currently provides similar services to underserved populations in Imperial County. Our organization remains focused on community outreach and providing essential healthcare services as well as diagnostic COVID-19 testing to all residents of the Imperial County. As a non-profit 501.C.3 organization dedicated to providing health and improving lives, we recognize that we have a responsibility and are able to help in our community.

#### Problem Statement/Needs Statement:

The systemic problems described above have been further exposed by the COVID-19 pandemic. Imperial County has experienced the highest infection rates in the state with 1 infection per 19 people—this is four times higher than the entire state of California. This high rate of cases is attributed to the nexus of labor dynamics, persistent poverty and health disparities for the large percentage of socially sadvantaged people living in the county-those that are Hispanic and Latino. Unemployment in Imperial a chronic, systemic problem. The largest private industry in the County is agriculture. The five-year average unemployment rate in the County hovers around 16%, which varies throughout the year given

the seasonality of agriculture. In August of 2019, the unemployment rate in Imperial County was 18.7%. Swever, business closures due to COVID-19 have exacerbated the already high unemployment levels, and unemployment is now approaching 28%.

Other manifestations of persistent poverty in Imperial County are less obvious because they are more difficult to track and quantify, but nevertheless play a vital role in community health and are growing in importance to insurers and local agencies. These include insidious and ongoing problems with hunger, homelessness/inadequate housing, teenage pregnancy, low graduation rates, substance abuse and other factors that contribute to the collective body of Social Determinants of Health (SDH). An organization with member organizations addressing a broad range of SDHs can collectively make a difference on these disparities.

Urgently, we need to help with Covid-19 patients in Calexico to stay home and not to spread to others so we can open more businesses.

Our purpose and goal is to test more patients so we can isolate early and stop the spread of Covid-19. For our isolated patients, we will provide meals to stay home and treat with USFDA approved medications to avoid having to cross the border for medications and spreading the virus even further to our neighboring country, Mexico. We will provide mobile testing to senior centers as they are a higher risk and should avoid traveling. We will come to see patients in their homes, draw blood, and treat patients with positive Covid-19 results and provide meals that will be taken directly to their homes. We will hire a Lab technician to assist with blood draw and run our Covid-19, influenza and strep throat tests and providers will see patients via telehealth so the patient may remain at home to ensure the safety of oviders and patients alike.

#### rogram Services and Performance Plan:

The goal is to reduce the number of unhealthy individuals and reduce costs to the HMHD.

Patients with higher risk factors include:

- 1. All ages
- 2. Smokers
- 3. HTN (systolic blood pressure >140)
- 4. DM (Fasting glucose > 126)
- 5. CAD, chest pain or already diagnosed
- 6. Dietary Noncompliance, BMI>30
- 7. Hyperlipidemia cholesterol >200

These are measurable risk factors that we will screen for and document in the electronic medical records (EMR). We will conduct all the blood tests, Chest X-Rays, Spirometry, and EKGs to confirm the diagnoses and develop wellness plans for each patient.

The data to be collected, analyzed, and shared with healthcare professionals will be as follows.

Screening: Initial Visit/Screening

Vames	Age	ВМІ	FBS	Smoker	Spirometry FVC/FEV1	Diseases	Noncompliance
1							

Two Week Follow-Up Visit

Names	Age	ВМІ	FBS	Smoker	Blood pressure	Diseases	Noncompliance
Α					proceduc		
В							

Three Month Follow-Up Visit

Names	Age	ВМІ	FBS	Smoker	Blood pressure	Diseases	Noncompliance
Α							
В							
С							

Six Months Follow-Up Visit.

Names	Age	BMI	FBS	Smoker	Blood	Diseases	Noncompliance
					pressure		· ·
	V						

To become more effective, our full-time medical assistants will continue to call and assist patients while they are active in their medical programs. The program is accessible to all Calexico residents who meet pur screening criteria. We have established a dedicated hotline and a patient friendly location in Calexico or potential patients:

Phone Number:

442 271 4460

Address:

222 E. Cole Blvd Calexico, CA 92231

Screening Criteria: Calexico Residents will qualify for the program if they exhibit any two of the following criteria's listed below.

- 1. All Ages
- 2. Systolic BP> 140
- 3. BMI> 30
- 4. Smoker
- 5. Alcohol user
- 6. Cholesterol >200
- 7. Spirometry with FVC and FEV1 <80%
- 8. Fasting blood sugar > 126
- 9. Diseases: Diagnosed with CAD, HTN, DM, ESRD, Cancer, CHF, Asthma/COPD,

Primary purpose of this program is the following:

- 1. Address Medical problems to reduce asthma/COPD complications, Emergency Room visits, reduce obesity percentages, and control or reduce diabetic patient complications.
- 2. Market the Health and Wellness Services through newspaper ads, our three clinics in Imperial County, local radio stations, Facebook and Internet Advertising, and in person outreach to Senior Apartments and Community Centers.

Vo Medical center will provide all equipment to screen and diagnose our patients.

## HEFFERNAN MEMORIAL HEALTHCARE DISTRICT "Working for a Healthy Calexide"

### HMHD GRANT PROJECT BUDGET FORM FY 2020-2021

Agency Name: Vo Neighborhood Medical Clinic

Date: 11/19/2020

PERSONNEL	HMHD District Funding \$	Other Funding Available to Project \$	Total Project Budget \$	Notes: Additional information
Salaries – List Position(s)				
1. Tien Vo MD (6) MONS	0	\$10,000	\$10,000	Vo Medical Center
2. MEDICAL ASST (6) MONS	\$14,400	0	\$14,400	HMHD
3. MEDICAL ASST (6) MONS	\$14,400	0	\$14,400	HMHD
4. PHLEBOTOMIST (6) MONS	\$14,400	0	\$14,400	HMHD
5. MARKETING/OUTREACH	\$4,000	0	\$4,000	HMHD
6. Medical Insurances	0	0	0	Vo Medical Center
7. TOTAL Payroll Taxes/Benefit (11.5%) SALARIES	\$4,968	0	\$4,968	HMHD
Consultant Fees *	0	0		
TOTAL PERSONNEL	\$52,168	\$10,000	\$62,168	HMHD: \$52,168

Other Expenses	HMHD Funding \$	Other Funding Available to Project \$	Total Project Budget \$	Notes: Additional information
1 - Rent	0	\$9,500	\$9,500	Vo Medical Clinic
2 - Utilities	0	\$3,600	\$3,600	Vo Medical Clinic
3 - Insurance	0	\$2,800	\$2,800	Vo Medical Clinic
Miscellaneous - List	0	0	0	
Screening Per Patient			0	
\$260 per Patient @ 600	\$156,000	0	\$156,000	HMHD
-Comp Blood Panels	Included	0	0	
-EKG	Included	0	0	
-Chest X-ray	Included	0	0	
-Covid testing	Included	0	0	
TOTAL OTHER \$	\$156,000	\$15,900	\$171,900	HMHD \$171,900

@: total cost per individual when screening patients: Qualified, Provide PE, Comprehensive Labs, X-Rays and EKG plus FLU Treatments with/out medications: \$260.00 per individual \$260 @ 600 patients=\$156,000

TOTAL GRANT	HMHD \$208,168	VMC \$25,900	Total Budget	\$234,068
EXPENSES				

<sup>\*</sup>Specify details/information.

### HMHD ALL BUDGET SOURCES FORM

HEALTHCARE DISTRICT "Working for a Healthy Calexido"

Per the adopted Grants Policy, organizations requesting more than \$25,000 or having overall operating budgets of \$500,000 or more are required to include such funding sources on the following form.

The following information is necessary to provide the Heffernan Memorial Healthcare District with a better understanding of the applicant and program financial resources. Organizations requesting more than \$25,000 or having overall operating budgets of \$500,000 or more are required to complete this form.

Total Organization Budget Current Fiscal Year.	\$ 345,167
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Total Requested Project Budget (if different from Organization Budget): \$ 234,068

List Major Sources of Revenue (Total Organization Budget)	List Project Sources of Funding (This Request)

Source of Funds	\$ Amount	Percent of Total %	One-Time Funding?	\$ Amount	Percent of Total %	One-Time Funding?
Federal	0	0%			%	
State	0	0%			%	
County*	\$25,000	7%	N		%	
City*	0	0%			%	
Other Govt.	0	0%			%	
Proposed HMHD	\$208,167	61%	Y	\$208,167	61%	Y
Fees for Service	0	%			%	
Nonprofit Orgs.	0	%			%	
Private Donations	\$50,000	15%	Ν		%	
Other (list)						
Private Foundation	\$62,000	17%	N		%	
		%			%	
TOTAL	\$345,167	100%		\$208,167	61%	

Percentage of the Organization's budget spent on administration:

7%

Percentage of the requested Project budget spent on administration:

0%

#### \* City/County

If the organization currently receives funding from any Cities or Counties, please list jurisdiction, contract amount and contact information.

Jurisdiction	Level of Funding (\$)	Contact Name	Contact Phone
Imperial County	\$25,000	Jolene Desert	442-265-1500

## Articles of Incorporation Of Vo Neighborhood Medical Clinic

#### Article I.

The name of the corporation is Vo Neighborhood Medical Clinic.

#### Article II.

- A. This corporation is a nonprofit PUBLIC BENEFIT CORPORATION and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for: public and charitable purposes.
- B. The specific purpose of the corporation is to contribute to the overall wellbeing of our community by providing cost-effective healthcare services.

#### Article III.

The name and address in the State of California of this corporation's initial agent for service of process is:

Tien Vo 1590 South Imperial Avenue El Centro, CA 92243

#### Article IV.

The principal address of the corporation is:

1590 South Imperial Avenue El Centro, CA 92243

#### Article V.

- A. This corporation is organized and operated exclusively for the specific purposes set forth in Article II, and within the meaning of Section 501(c)(3), Internal Revenue Code.
- B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

C. The property of this corporation is irrevocably dedicated to purposes set forth in Article II(A), and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.

D. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable, educational, religious, or scientific purposes and which has established its tax-exempt status under Section 501(c)(3), Internal Revenue Code.

I declare I am the person who executed this instrument, which execution is my act and deed this day of August, 2017.

ksmerada Dizancorporator

### BYLAWS OF Vo Neighborhood Medical Clinic, Inc. A California Nonprofit Public Benefit Corporation

#### SECTION I PURPOSE

The purpose of this non-profit corporation is to provide healthcare services to underserved communities.

In the context of its general purpose, Vo Neighborhood Medical Clinics (Heretofore "VNMC") shall seek contributions, grants and other income, invest and manage its resources, and apply its resources in furtherance of its mission. VNMC's resources are irrevocably dedicated to public benefit purposes. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any Director or Officer of the Corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

No substantial part of the activities of VNMC shall consist of carrying on propaganda or otherwise attempting to influence legislation; it shall not participate or intervene in any campaign (including the publication or distribution of statements) on behalf of any candidate for public office; and, it shall not, except in an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described above.

#### SECTION II BOARD OF DIRECTORS

#### 1. Duties and Powers

Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the Articles of Incorporation or these Bylaws, the Corporation's activities and affairs shall be managed, and all corporate powers shall be exercised by, or under the direction of, the Board. The Board shall exercise leadership in determining matters of policy and shall delegate to the corporate officers and/or employed executive or executives designated by the Board the authority to carry out the day-to-day business affairs of the Corporation, to implement Board policies, and to supervise the Corporation staff.

Without prejudice to the general powers set forth above, but subject to the same limitations, the Board shall have the following powers:

- (a) Appoint and remove, at the pleasure of the Board, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the Articles of Incorporation, and these Bylaws; fix their compensation, if any; and require from them a bond or other security for faithful service, if deemed appropriate.
- (b) Consider the annual budget presented by any designated Board Committee, make such revisions in the budget as it may deem advisable, and approve a final form of budget.
- (c) Require annual written reports on operations from any Board Committees and from any executive officer and/or staff members as it deems appropriate.
- (d) If appropriate, based upon the nature and scope of the Corporation's activities, appoint an independent certified public accounting firm to audit the accounts of the Corporation, and receive such report upon the recommendation of the designated Board Committee.
- (e) Borrow money and incur indebtedness on the Corporation's behalf and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- (f) Change the principal office or the principal business office in California from one location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; and, conduct its activities in or outside California.

#### 2. Number, Qualifications, and Terms of Directors

The Board shall consist of at least five and not more than 11 Directors, as determined from time to time by resolution adopted by the Board. Directors of the Board shall be at least 18 years of age, and shall be elected at the annual meeting of the Board held in December of each year, and at such other times as the Board determines. The term of a Director

elected at an annual meeting shall commence as of the July 1 and continue until June 30 of the second year thereafter. Directors may be elected for unlimited successive terms. The term of a Director elected between annual meetings, whether or not such election occurred as a result of a vacancy on the Board, shall commence as of the date of his or her election and continue until June 30 of the second full year after his or her election; however, the Board of Directors shall have discretion to address elections, terms, and qualifications base on board majority vote.

In performing the duties of Director, a Director shall be entitled to rely on information, opinions, reports or statements and other data prepared or presented by: (a) one or more competent officers or employees of the Corporation; (b) legal counsel, independent accountants, or other competent professional persons; or (c) the Board, or a committee of the Board upon which the Director does not serve, as long as in any such case the Director acts in good faith, after reasonable

#### 3. Restriction on Interested Persons as Directors

No more than 49 percent of the persons serving on the Board may be "Interested Persons." An Interested Person is: (a) any person compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise; (b) any person doing business with the Corporation or who has a direct or indirect material financial interest in any entity doing business with the Corporation; and (c) any person whose brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law is such person described in (a) or (b). However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the Corporation.

#### 4. Vacancies on the Board

A vacancy or vacancies on the Board shall occur in the event of: (a) the death, removal, or resignation of any Director; (b) the declaration by resolution of the Board of a vacancy in the office of a Director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law; or (c) the increase of the authorized number of Directors, which increase may be adopted at any time during the year.

Board shall have the discretion to address vacancies A vacancy on the Board occurring between annual meetings need not be filled, provided that such vacancy does not cause the number of remaining Directors to fall below the authorized minimum number of Directors on the Board. However, the Board of Directors shall have discretion to address vacancies base on board majority vote

#### 5. Resignation of Directors

Except as provided below, any Director may resign by giving written notice to the president, or to the secretary of the Corporation. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective. If a Director's resignation is effective at a later time, the Board may elect a successor to take office as of the date when the resignation becomes effective. Except on notice to the California Attorney General, no Director may resign if the Corporation would be left without a duly elected Director.

#### 6. Removal of Directors

Any Director may be removed, with or without cause, by the vote of the majority of the Directors of the entire Board at a special meeting called for that purpose, or at a regular meeting, provided written notice of that meeting and of the removal questions are given to all Directors seven days in advance of such meeting.

Any Director who does not attend three successive Board meetings without excuse may be removed from the Board by Board resolution at a regular or special meeting by vote of a majority of the Directors present, without such special written notice, unless: (a) the Director requests a leave of absence for a limited period of time, and the leave is approved by the Directors at a regular or special meeting (if such leave is granted, the number of Board Directors will be reduced by one in determining whether a quorum is or is not present); or (b) the Director suffers from an illness or disability that prevents him or her from attending meetings and the Board by resolution waives the removal procedure of this subsection.

#### 7. Meetings of the Board

Meetings of the Board shall be held at any place within or outside California that has been designated by resolution of the Board or in the notice of the meeting or, if not so designated, at the principal office of the Corporation. Voting by proxy shall not be allowed.

#### 8. Annual, Regular and Special Meetings

Each year the Board shall hold an annual meeting in December for purposes of organization, election of Directors, election of officers, and transaction of other business. Other general meetings of the Board may be held without notice at such time and place as the Board may fix from time to time, provided that regular meetings shall be held at least quarterly, including the annual meeting. Special meetings of the Board may be called at any time for any purpose by the president, any vice president, the secretary, the treasurer, or any two Directors.

#### 9. Notice of Special Meetings

Notice of the time and place of special meetings shall be given to each Director by: (a) personal delivery of written notice; (b) telephone, including a voice messaging system or other system or technology designed to record and communicate messages, either directly to the Director or to a person at the Director's office or home, who would reasonably be expected to communicate that notice promptly to the Director; (c) electronic mail; (d) other electronic means; or (e) facsimile. All such notices shall be given or sent to the Director's address, email address, telephone number, or other communication number as shown on the Corporation's records.

Notices given by personal delivery, telephone, or electronic mail shall be delivered, telephoned, or sent, respectively, at least 48 hours before the time set for the meeting.

The notice shall state the time of the meeting and the place, if the place is other than the Corporation's principal office. The notice need not specify the purpose of the meeting unless required by these Bylaws.

#### 10. Quorum

A majority of the Directors then in office shall constitute a quorum for the transaction of any business except adjournment. Every action taken or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be an act of the Board, subject to the more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to: (a) approval of contracts or transactions in which a Director has a direct or indirect material financial interest; (b) approval of certain transactions between corporations having common directorships; and (c) indemnification of Directors. A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of some Directors from that meeting, if any action taken or decision made is approved by at least a majority of the required quorum for that meeting.

#### 11. Waiver of Notice

Notice of a meeting need not be given to any Director who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. Notice of a meeting need not be given to any Director who attends the meeting and who, before or at the beginning of the meeting, does not protest the lack of notice to him or her.

#### 12. Action Without a Meeting

Any action that the Board is required or permitted to take may be taken without a meeting if all Board Directors consent in writing to the action; provided, however, that the consent of any Director who has a material financial interest in a transaction to which the Corporation is a party and who is an "interested director" as defined in Corporations Code section 5233 shall not be required for approval of that transaction. Such action by written consent shall have the same force and effect as any other validly approved action of the Board. All such consents shall be filed with the minutes of the proceedings of the Board.

#### 13. Compensation and Reimbursement

Directors shall not receive compensation for their services as Directors; however, they may receive reimbursement of expenses as the Board deems just and reasonable.

#### COMMITTEES OF THE BOARD

#### 1. Board Committees.

The Board shall have committees as the Board from time to time determines. The Board may establish Standing Committees and/or Ad Hoc Committees. Any Standing Committees shall be established, modified or terminated from time to time by the resolution of the Board, and ordinarily will assume continuing responsibilities. Standing Committees shall be comprised of Board Directors. Ad hoc Committees may be established at any time by the Board to serve at the pleasure of the Board, and may be comprised of members who are not Directors. Appointments of persons to committees of the Board shall by determined by the Board upon recommendation of the President. Each committee shall have the authority granted to it by the Board, except that no committee may do the following: (a) fill vacancies on the Board; (b) amend or repeal Bylaws, or adopt new Bylaws; (c) amend or repeal any resolution of the Board that by its express terms is not so amendable or repealable; or (d) approve any contract or transaction to which the Corporation is a party and in which one or more of its Directors has a material financial interest, except pursuant to special approval as provided in Corporations Code section 5233.

The Board may from time to time create advisory, support, auxiliary, or other committees or groups as it deems appropriate to carry out the mission of VNMC, and may appoint persons to serve on such groups who are Directors or non-Directors, but such groups shall not be deemed committees of the Board and shall not exercise any powers of the Board.

#### 2. Executive Committee

The Board may appoint an Executive Committee consisting of the officers of the Corporation, and others as the Board determines. Non-Board persons may not serve on an Executive Committee. An Executive Committee shall be responsible for recommending program, budget, finance, and personnel policies of the Board, and for reviewing, reporting and recommending actions regarding: (a) VNMC mission, values and vision, and (b) providing a forum for Board strategic planning and problem-solving. Except as expressly provided in these Bylaws or resolution of the Board, an Executive Committee will have all the authority of the Board between meetings of the Board, a review of actions taken by the Executive Committee shall be presented for discussion and possible action by the Board at its following Board meeting.

#### 3. Governance Committee

The Governance Committee shall be responsible for: (a) recruiting, screening, nominating and orienting new Board Directors; (b) reviewing Director participation and attendance, and making recommendations for reelection for succeeding terms; (c) preparing the slate of officers for presentation at the annual Board meeting; (d) establishing an annual Director development and training schedule; and (e) the program for familiarizing the Board with the corporation's program operations, methods and results. The Chairperson of the Governance Committee shall be elected each year at the annual meeting of the Board, upon nomination of the Governance Committee. The Governance Committee shall comply with any written Process for Approval of New Board Directors adopted by the Board.

#### 4. Fund Development Committee

The Fund Development Committee shall be responsible for: (a) establishing annual fund development plans and goals; (b) identifying and seeking grant funding from appropriate grant-making foundations and governmental agencies; (c) identifying, acquiring and retaining donors; (d) planning, supervising and conducting fund raising activities; (e) working with, fostering the development of, and overseeing support groups for the organization, and (f) such other fund development as appropriate.

#### 5. Planning Committee

The Planning Committee shall be responsible for reviewing, reporting and recommending actions regarding: (a) the organization's mission, values and vision; (b) facility development and expansion planning; (c) services provided, facilities utilization, trends and results; (d) community needs, market trends, and potential new services; (e) identifying potential community partner connections and program resources; and (f) providing a forum for Board strategic planning and problem solving.

#### 6. Finance Committee

The Finance Committee shall be responsible for reviewing all financial matters of the corporation and making recommendations to the Executive Committee as it deems appropriate. It shall regularly review financial policies, practices, reports, budgets, and all other matters affecting the finances of the corporation and its financial reports to the Board. The Finance Committee shall review the annual budget, make recommended changes as appropriate, and forward it to the Executive Committee with a recommendation for action. The Finance Committee shall be comprised of the Treasurer and at least two additional Board members.

#### 7. Audit Committee

The Audit Committee: (a) shall recommend to the Board the retention and/or termination of the independent auditor; (b) may negotiate the compensation of the auditor on behalf of the Board; (c) shall confer with the independent auditor to satisfy its committee members that the financial affairs of the organization are in order; (d) shall review and determine whether to accept the audit; and (e) shall approve performance of any non-audit services by the auditing firm. The audit committee may include non-board members, and may include members of the committee with corporate finance authority, but the chair of the audit committee may not be a member of the Finance Committee and the Finance Committee members including top management, or any person who has a material financial interest in any entity doing business with the organization.

#### 8. Meetings and Action of Committees

Meetings and actions of committees of the Board shall be governed by, held, and taken under the provisions of these Bylaws concerning meetings and other Board actions, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board may adopt rules for the governance of any committee provided the rules are consistent with these Bylaws. If the Board has not

#### SECTION IV MEMBERS

#### 1. Regular Members

VNMC hall have no voting members within the meaning of the California Nonprofit Corporation Law. Any matter requiring action by members under the Nonprofit Corporation Law shall be performed by the Corporation's Board of Directors.

#### 2. Advisory and Honorary Members

Persons may be elected as honorary or advisory members by majority vote of the Board at any regular meeting. Persons elected as honorary members shall be those who have contributed distinguished service to VNMC or to its mission. Persons elected as advisory members shall be those who, because of their special expertise or position in the community, can assist the Board in fulfilling its responsibilities. Honorary and advisory members shall serve without Board vote. Honorary members shall serve as long as they may desire, unless removed by vote of two-thirds of the Directors then in office for cause as they deem sufficient. Advisory members shall serve for a three-year term and are subject to re-election for an indefinite number of three year terms. There is no limit on the number of advisory or honorary members.

#### SECTION V OFFICERS

#### 1. Officers

The officers of the Corporation shall be a president, vice president, a secretary, and a treasurer. The Corporation, at the Board's discretion, may also have a chairperson, one or more vice presidents, one or more assistant secretaries, and/or one or more assistant treasurers. In addition, the Board may appoint a Chief Executive Officer or Executive Director, with such responsibilities, authority and status as the Board may determine. Any number of offices may be held concurrently by the same person, except that neither the secretary nor the treasurer may serve concurrently as the president.

#### 2. Election of Officers

The officers of the Corporation shall be chosen by the Board at its annual meeting to serve for two year commencing on July 1 and terminating on the following June 30, or until their successors are elected, whichever is later in time. Officers may serve unlimited successive terms.

#### 3. Appointment of Other Officers

The Board may appoint and authorize the president or another officer, to appoint any other officers that the Corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the Bylaws or established by the Board.

#### 4. Removal of Officers

Without prejudice to the rights of any officer under an employment contract, the Board may remove any officer with or without cause. An officer who was not chosen by the Board may be removed by any other officer on whom the Board confers the power of removal.

#### 5. Resignation of Officers

Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received, or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the Corporation under any contract to which the officer is a party.

#### 6. Vacancies in Office

A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled as follows: (a) in the case of the president, secretary, or treasurer, the Board shall at the next regular, or at a duly noticed special meeting, elect a replacement to serve a term commencing upon election and terminating on the following June 30; or (b) in the case of all other officers, the Board may elect a replacement or defer the election to the next annual meeting.

#### 7. Chairperson of the Board

The organization may, but is not required to, elect a chairperson of the Board, who shall preside at Board meetings and shall exercise and perform such other powers and duties as the Board may assign from time to time.

#### 8. President

The president shall be the general manager of the Corporation and shall help supervise and coordinate the Corporation's activities and affairs, subject to the direction of the Board. The president shall preside at all Board meetings (unless a chairperson has been elected). The president shall have such other powers and duties as the Board or the Bylaws may require.

#### 9. Vice Presidents

If the president is absent or disabled, the vice presidents, if any, in order of their rank as fixed by the Board, or, if not ranked, a vice president designated by the Board, shall perform all duties of the president. When so acting, a vice president shall have all powers of and be subject to all restrictions on the president. The vice presidents shall have such other powers and perform such other duties as the Board or the Bylaws may require.

#### 10. Secretary

The secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board, and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, general, or special, and, if special, how authorized; the notice given; and the names of persons present at Board and committee meetings.

The secretary shall keep or cause to be kept, at the principal California office, a copy of the Articles of Incorporation and Bylaws, as amended to date.

The secretary shall give, or cause to be given, notice of all meetings of the Board, and of committees of the Board that these Bylaws require to be given. The secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board or the Bylaws may require.

#### 11. Treasurer

The treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The treasurer shall send or cause to be given to the Directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board. The books of account shall be open to inspection by any Director at all reasonable times.

The treasurer shall: (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate; (b) disburse the Corporation's funds as the Board may order; (c) render to the president and the Board, when requested, an account of all transactions and of the financial condition of the Corporation; and (d) have such other powers and perform such other duties as the Board or the Bylaws may require.

#### **CONFLICTS OF INTEREST**

#### 1. Prohibited Transactions

No Director of the Corporation nor any other corporation, firm, association, or other entity in which one or more of the Corporation's Directors are directors or have a material financial interest, shall be interested, directly or indirectly, in any contract or transaction with the Corporation, unless: (a) the material facts regarding that Director's financial interest in such contract or transaction, or regarding such common directorship, officership, or financial interest, are fully disclosed in good faith and noted in the minutes, or are known to all Directors of the Board prior to the Board's consideration of such contract or transaction; (b) such contract or transaction is authorized in good faith by a majority of the Board by a vote sufficient for that purpose without counting the votes of the interested Directors; (c) before authorizing or approving the transaction, the Board considers and in good faith decides after reasonable investigation that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and (d) the Corporation for its own benefit enters into the transaction, which is fair and reasonable to the Corporation at the time the transaction is entered into. These provisions shall constitute the Conflicts of Interests Policy of the Corporation, which may be amplified by additional policies adopted from time to time by the Board.

#### 2. Prohibition against Loans

The Corporation shall not lend any money or property to, or guarantee the obligation of, any Director or officer without the approval of the California Attorney General; provided, however, that the Corporation may advance money to a Director or officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that Director or officer would be entitled to reimbursement for such expenses by the Corporation.

#### SECTION VII INDEMNIFICATION

To the fullest extent permitted by law, the Corporation shall indemnify its Directors, officers, employees, and other persons described in Corporations Code section 5238(a) including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the Corporation, by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board by any person seeking indemnification under Corporations Code section 5238(b) or section 5238(c), the Board shall promptly decide under Corporations Code section 5238(e) whether the applicable standard of conduct set forth in Corporations Code section 5238(b) or section 5238(c) has been met and, if so, the Board shall authorize indemnification.

To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under these Bylaws in defending any proceeding covered by those Code sections shall be advanced by the Corporation before final disposition of the proceeding, on receipt by the Corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately found that the person is entitled to be indemnified by the Corporation for those expenses.

The Corporation shall have the right, and shall use its best efforts, to purchase and maintain insurance on behalf of its officers. Directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, Director, employee, or agent in such capacity or arising from the officer's, Director's, employee's, or agent's status as such.

#### SECTION VIII GENERAL

#### 1. Maintenance of Corporate Records

The Corporation shall keep the following: (a) adequate and correct books and records of account; (b) written minutes of the proceedings of the Board and its committees of the Board; and (c) a record of each Board Director's name, address, telephone numbers, email address, and similar information.

#### 2. Director's Right to Inspect

Every Director shall have the absolute right at any reasonable time to inspect the Corporation's books, records, documents of every kind, physical properties, and the records of any subsidiary. The inspection may be made in person or by the Director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents.

#### 3. Execution of Contracts

The Board, except as these Bylaws otherwise provide, may authorize any officer or officers, agent or agents, to enter into any contract or to execute any instrument in the name and on behalf of the Corporation. Such authority may be general or confined to specific instances. Unless specifically authorized by the Board in writing, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or to any amount beyond the limits or categories of the items set forth in the previously approved

### 4. Compliance with Private Foundation Regulations

In the event the Corporation is ever determined by IRS to be a private foundation, it shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Internal Revenue Code section 4942, shall not engage in any act of self-dealing as defined in Internal Revenue Code section 4941(d), shall not retain any excess business holdings as defined in Internal Revenue Code section 4943(c), shall not make any investments in a manner as to subject it to tax under Internal Revenue Code section 4944, and shall not make any taxable expenditures as defined in Internal Revenue Code section 4945(d).

#### 5. Principal Office

The principal office for the transaction of the activities and affairs of VNMC shall be located at 222 E. Cole Blvd Calexico, Ca 92243). The Board may change the location of the principal office. Any such change of location must be noted by the secretary on these Bylaws opposite this section; alternatively, this section may be amended to state the new location.

The Board may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to conduct its activities.

#### 6. Construction

The general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the Corporation, and unless the context requires otherwise, the interpretation of these Bylaws.

A stated gender includes the masculine, feminine and neuter; the singular includes the plural and the plural includes the singular; and the term "person" includes both a legal entity and a natural person.

#### 7. Parliamentary Authority

Robert's Rules of Order, as revised from time to time, shall constitute the ruling authority in all cases in which they are not inconsistent with these Bylaws or with California law.

#### 8. Amendment of Bylaws

The Board may adopt, amend, or repeal any Bylaw by a two-thirds vote of the entire Board, which vote may be: (a) at an annual, regular or special meeting, provided that written notice of that meeting and of the Bylaw matter is given to all Directors seven days in advance of such meeting; or (b) by written approval by email, overnight courier or the US Postal Service, to the extent expressly permitted by California law.

Whenever an amendment or a new Bylaw is adopted, it shall be inserted in the minute book of the Board with the original Bylaws. If any Bylaw is repealed, the fact of the repeal with the date of the meeting at which the repeal was enacted or rewritten shall be stated in the minute book.

#### CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of Vo Neighborhood Medical Clinic, Inc., a California nonprofit public benefit corporation, and that these Bylaws, consisting of 8 pages, are the Bylaws of June 3, 2020.

INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 2 1 2017

VO NEIGHBORHOOD HEALTH CLINIC C/O TIEN VO 1590 S IMPERIAL AVE EL CENTRO, CA 92243

Employer Identification Number: 82-2368009 DLN: 17053249307027 Contact Person: MITCHELL P STEELE ID# 31360 Contact Telephone Number: (877) 829-5500 Accounting Period Ending: December 31 Public Charity Status: 170(b)(1)(A)(vi) Form 990/990-EZ/990-N Required: Yes Effective Date of Exemption: August 10, 2017 Contribution Deductibility: Yes Addendum Applies: No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.



### VO NEIGHBORHOOD HEALTH CLINIC

Sincerely,

sorephen a martin

Director, Exempt Organizations Rulings and Agreements

Governing Body Information Sheet - Vo Neighborhood Medical Clinic

A STATE	Name	Name Board Position	Employer, Position	Organization	Skills and Expertise	Term Start Date	Term Expiration Date	Race/ Ethnicity	Gender
_	Venus Nguyen	President	Owner Vo Medical Center	Vo Medical Center	Business Owner	5/2020	5/2022	Asian	Female
7	Gayla Strong	Vice President	Retired	Faith Base International Ministries	Non-Profit and Business Management	5/2020	5/2022	Caucasian Female	Female
6	Martha Singh	Treasurer	Higher Education Leader	University of California	Community Engagement/Higher Learning Management	5/2020	5/2022	Hispanic	Female
4	Alex Cardenas	Secretary	Executive Director	Count Appointed Special Advocates	Non-Profit and Business Management	5/2020	5/2022	Hispanic	Male
5	Charles Fisher	Board Member	Retired	El Centro Elementary School Board Member	School Administration and business Management chuckfisher68@yahoo.com	5/2020	5/2022	Caucasian Male	Mafe
9	Matt Dessert	Board Member	Air Polution Control Officer	Imperial County Air Pollution Control District	Business Owner/Govt Management	5/2020	5/2022	Caucasian Male	Male
7	Stella Jimenez	Board Member	Assemblyman Eduardo Garcia	California's 56th Assembly District	Government Affairs	5/2020	5/2022	Hispanic	Female
8	Clara Padron- Spence	Board Member	Vo Medical Center	Vo Medical Center	Medical Doctor	5/2020	5/2022	Hispanic	Female
a	John Strong, M.D.	Board Member	Vo Medical Center	Vo Medical Center	Medical Doctor	5/2020	5/2027	Caucasian	Male
10	Velazquez Juan M.D.	Board Member	Vo Medical Center	Vo Medical Center	Medical Doctor	10/2020	10/2022	Hispanic	Mafe
	Board Members meet (4) Times Annu	meet (4) Times	Annually and Minut	es are kept and app	ally and Minutes are kept and approved at monthly board meetings.	ś			

11:03 AM 11/20/20 Accrual Basis

#### VO NEIGHBORHOOD MEDICAL CLINIC **Balance Sheet**

Nov 20, 20 November 20, 2020

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**Current Assets** 

Checking/Savings

**CHASE 9967** 21,403.61 Total Checking/Savings 21,403.61

Other Current Assets

**Contributions and Grants** 30,000.00 **Total Other Current Assets** 

30,000.00 **Total Current Assets** 51,403.61 **TOTAL ASSETS** 51,403.61

LIABILITIES & EQUITY

Liabilities

**Current Liabilities** 

Other Current Liabilities

Legal and Professional Fee 3,400.00 **Total Other Current Liabilities** 3,400.00 **Total Current Liabilities** 3,400.00 **Total Liabilities** 3,400.00

Equity

**Retained Earnings** 38,601.24

Net Income 9,402.37 **Total Equity** 48,003.61 **TOTAL LIABILITIES & EQUITY** 

51,403.61

11:04 AM 11/20/20 Accrual Basis

## VO NEIGHBORHOOD MEDICAL CLINIC Profit & Loss

January 1 through November 20, 2020

Ordinary Income/Expense	
Income	
Contribution and Grant	64,370.50
Total Income	64,370.50
Expense	
<b>Business Licenses and Permits</b>	2,663.00
Donation	27,000.00
Legal and Professional Fees	9,724.70
Medical Records and Supplies	5,100.00
Office Expense	1,018.00
Security Expense	650.00
Taxes	
FTB	50.00
Total Taxes	50.00
Utilities	8,762.43
Total Expense	54,968.13
Net Ordinary Income	9,402.37
Net Income	9,402.37

### **EXHIBIT G**

Grant Agreement with Rosas Plan Food

## 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 indentified 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 that 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

July \_/ \(\frac{1}{2}\)\_\_\_\_\_, 2021

Heffernan Memorial Healthcare District

BY: Cloria Chizalin

Gloria Grijalva, President, Heffernan Memorial Healthcare District

version of the contract of the contract of

ulv / - 202

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.

### HEFFERNAN MEMORIAL HEALTHCARE DISTRICT

February 1, 2021 Rosa's Plane Food Inc. 445 S. Imperial Ave. Calexico, CA 92231

RECEIVED

FEB 2 2 2021

Imperial County LAFCO

**Re: Approval of Grant Application Funding Request** 

Dear Rosa's Plane Food Inc.:

After careful consideration, it is our pleasure to inform you that the request for grant funding for your program has been approved! Heffernan Memorial is very committed to the services and goals your program will be providing and therefore wish your organization the best of luck and success!

Heffernan Memorial will need to schedule a meeting with your representative to finalize the contract between our organizations. Please contact Tomas Virgen at the District Office at your earliest convenience for this purpose.

Sincerely,

Gloria Grijalva, President

Heffernan Memorial Healthcare District



For Heffernan Memorial Healthcare District RFP: REQUEST FOR PROPOSALS 2020-2021 601 Heber Avenue. Calexico California 92231

Applicant: Rosa's Plane Food Inc. 445 S. Imperial Avenue Calexico California 92231 Phone: 760.890.8860

In reference to the Request for Proposals posted in your official website under Meals/Nutrition Program needs for the community of Calexico.

Rosa's Plane Food Inc., is pleased to submit this proposal for services to support and help Heffernan Memorial Healthcare District efforts to make health care more accessible and affordable, especially to underserved residents, delivery of health-related services to high-risk/special needs populations. At Rosas's Plane Food we believe that being Healthy starts with a nutritious meal.

Since 1988, Rosas Plane Food have been providing delicious and nutritious meals to Calexico and Imperial Valley. We are famous for cooking homemade style from scratch, every dish is prepared with fresh and natural ingredients.

For more than 32 years, Rosas Plane Food has been a very active restaurant in our city, participating in community events and donating food to schools, non-profit organizations and homeless people.

Because of the Covid-19 crisis and the closure of places to deliver meals to underserved seniors in Calexico (Community Center), the Imperial County Agency of Aging (AAA) contacted us to help them cook and deliver hot meals to senior residents of Calexico. Since April 6, 2020, we have been providing meals to 60 persons 7 times a week. The list started to grow and to the end of June we were delivering to 156 people.

#### THE PROBLEM:

Since the COVID-19 started in Calexico at the end of March 2020, the State Government ordered the closing of all public facilities, one of them was the Senior Hall/Community Center. These places were used daily for subsidized meals (\$2.50 each), Senior residents of Calexico will go and have a hot meal for free or at discounted price.

Most of these Seniors live alone and the daily meals provided by AAA using Catholic Charities food services were part of their diet and budget.

Rosas Plane Food was contacted by AAA to see if we can provide and deliver meals to these Seniors. The reason was that Catholic Charities does not have all the resources to feed so many seniors in the Valley and provide the home delivery meals on-time. They only deliver once a week and provide one hot meal and the rest are frozen meals.

After providing all legal paperwork, Rosas Plane food was the only food facility chosen in Calexico to provide this service including daily home delivery before 10:30 p.m.

The cost per delivered meal paid by AAA is \$8.00 including Tax. That does not include delivery costs like: Gas, Vehicle expenses, additional insurance, hiring delivery staff.

It is very important to mention that we took this project with the mission to help this vulnerable population during this global health crisis. At Rosa's Plane Food we believe that nobody should be hungry and have a decent nutritious meal a day.

When you don't eat, your own health is a risk, especially for older people with limited mobility, resources and income. When we started the meal delivery program we were delivering about 168 meals daily, 7 days a week. In August 17, AAA cancelled the meals delivery program due to lack of funds by the State of California.

The same week the notified us about the closing of the program, they contacted us and ask for continuing the meal delivery program, but with less participants, they cut 79 seniors from the original list of persons served only 5 days a week.

Even though we do not have a contract with AAA, we are still providing the service on a daily-basis. We do not know when the program will end or who will take over. As you know the COVID-19 is getting worse, more people are getting sick and the older population is more vulnerable.

We feel very sorry for the people that were left out of the program delivery. We don't know the reasons why AAA took them of the list. We still receive daily call for a few of the persons to see if we have some leftovers meals and we gladly provide them with any food we have at that moment. They just need to go to our restaurant and pick the food.

Page 2

Another issue was that AAA cut the Delivery of meals during Saturday and Sunday. This created a big problem with the seniors because they expected these meals and they were not notified by AAA.

#### PROPOSED SOLUTION:

Rosa's Plane Food Inc., is presenting a viable solution for the underserved senior population of Calexico that are no longer in the list of daily meals service provided by AAA. Today, we are serving 134 persons but more cuts are expected this month.

This is why we are asking for assistance to help these persons during these difficult times. With Heffernan Memorial Healthcare District support will help to ensure that at least these people will receive a nutritious meal daily.

## MEAL DELIVERY SERVICE FOR 40 SENIORS NO LONGER RECEIVING THE SERVICE:

1.- Provide nutritious meals to underserved 40 seniors that were being provided with the daily meals program under AAA, and now they are out of the program for lack of funds since August 2020.

A few of these Seniors go to our restaurant and ask if we have some food for them, even though they are no longer in the service/delivery list from AAA, but we provide them with a hot meal to take home at no charge.

MONTHLY COST: January 1 to June 30,2021. 40 meals delivered 5 times per week at \$8.00 per meal.

Month	January	February	March	April	May	Luma
Days	21	20	23	22		June
Total	840	800			21	22
meals	040	800	920	880	840	880
Total \$8.00	\$6720.00	\$6400.00	\$7360.00	\$7040.00	\$6720.00	\$7040.00
					Estimated Total	\$41280.00

Rosa's Plane Food Inc., carries all legal permits by the City of Calexico, Imperial County and State of California. Business insurance, Health Permits and Food Handling Certification. The meals we prepare and deliver are verified by a certified nutritionist from the AAA – Imperial County.

Also, the meals we prepare are based following the nutrition values and special diets that we specially prepare for the population we served according to the health needs, like low sodium, low sugar, protein and carbohydrates.

We also want to emphasize that we have a 98% satisfaction rate from the people we serve. Attached is a list of people that can be contacted to verify the flavor, quality of meals and delivery service.

Thank you for your consideration to this proposal that will benefit the health of many underserved residents of Calexico.

Sincerely

Vivian Sanch

Rosa's Plane Food Inc.

City Business License

Health Department License

List of Clients satisfied clients.

List of Satisfied Clients for the Meal Delivery Program: AAA

These persons agreed to be contacted by HMHD to verify the meals quality and the service of Rosa's Plane Food.

- 1.- Jorge y Raquel Nunez 760-587-0932
- 2.- Oscar y Maria Pesqueira 760 910-6524
- 3.- Rosa y Juan Avina 760-693-9692
- 4.- Leopoldo y Ramona Gonzalez 760-554-0006
- 5.- David y Maria Camarena 760-604-8892



# CITY OF CALEXICO 2004 BUSINESS LICENSE

608 HEBER AVENUE (760) 768-2120

02 19:2020 ISSUE DATE

BUSINESS NAME

ROSA'S PLANE FOOD INC

BUSINESS ADDRESS: 445 IMPERIAL AVE. CALEXICO, CA 92231

ACCOUNT NUMBER: 165339

TYRE OF BUSINESS ... RETAIL

GENERAL/SUB-CONTRACTOR

SERVICES

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December 31, 2020

FINANCE DEPARTMENT:

DO NOT COPY



### IMPERIAL COUNTY

PUBLIC HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

### Permit

This is to certify that the facility shown on this permit has complied with the rules and regulations of this department, and is hereby granted permission to operate the type of facility indicated.

#### Facility ID # FA0008040

FACILITY PERMITTED

Rosa's Plane Food, Inc 445 S Imperial Ave Calexico, CA 92231

ISSUED FOR

VALIDATED

JAN 01 2020

County of Imperial Division of Environmental Health

Division of PERMIT NUMBER

PT0021356

EROE STATE

Rosa's Plane Food, Inc 445 S Imperial Ave Calexico, CA 92231

OWNER ON RECORD

DATE ISSUED

PERMIT EXPIRES

356 01/01/2020

12/31/2020

Market/Retail Food/Restaurant 1'500 - 5000sf

Full Prep.- (2,520 sqft.) Restaurant

IN THE EVENT A FACILITY IS 1) EXTENSIVELY REMODELED, OR 2) A CHANGE OF OWNERSHIP OCCURS, OR 3) THE NATURE OF THE OPERATION CHANGES, YOU MUST NOTIFY THE IMPERIAL COUNTY, PUBLIC HEALTH DEPARTMENT AT 442-265-1888.

THIS PERMIT IS NON-TRANSFERABLE AND MUST BE DISPLAYED IN A PROMINENT LOCATION

## THIS PERMIT MUST BE PROMINENTLY DISPLAYED WITHIN THE PERMITTED FACILITY PLEASE FORWARD THIS PERMIT TO THE FACILITY SHOWN BELOW

Rosa's Plane Food, Inc. 445 S Imperial Ave Calexico, CA 92231

> DATE PRINTED : 12/06/2019 INVOICE # IN0032866

Rosa's Plane Food, Inc. Vivian Sanchez 445 S. Imperial Ave. Calexico, CA 92231