**Chief Executive Officer Ryan Harris** 



**Board of Directors** Abe Hathaway, President Jeanne Utterback, Vice President Tami Humphry, Treasurer Lester Cufaude, Director James Ferguson, Director

Approx.

Time

Allotted

Board of Directors **Regular Meeting Agenda** July 31, 2024 @ 1:00 PM Mayers Memorial Healthcare District Fall River Boardroom 43563 HWY 299 E Fall River Mills, CA 96028

**Mission Statement** Leading rural healthcare for a lifetime of wellbeing.

In observance of the Americans with Disabilities Act, please notify us at 530-336-5511, ext 1264 at least 48 hours in advance of the meeting so that we may provide the agenda in alternative formats or make disability-related modifications and accommodations. The District will make every attempt to accommodate your request.

#### CALL MEETING TO ORDER 1

#### CALL FOR REQUEST FROM THE AUDIENCE - PUBLIC COMMENTS OR TO SPEAK TO AGENDA ITEMS 2.1 2

Persons wishing to address the Board are requested to fill out a "Request Form" prior to the beginning of the meeting (forms are available from the Clerk of the Board, 43563 Highway 299 East, Fall River Mills, or in the Boardroom). If you have documents to present for the members of the Board of Directors to review, please provide a minimum of nine copies. When the President announces the public comment period, requestors will be called upon one-at-a time, please stand and give your name and comments. Each speaker is allocated five minutes to speak. Comments should be limited to matters within the jurisdiction of the Board. Pursuant to the Brown Act (Govt. Code section 54950 et seq.) action or Board discussion cannot be taken on open time matters other than to receive the comments and, if deemed necessary, to refer the subject matter to the appropriate department for follow-up and/or to schedule the matter on a subsequent Board Agenda.

3	APPR	APPROVAL OF MINUTES							
	3.1	Regula	ar Meeting –June 19, 2024		Attachment A	Action Item	1 min.		
4	DEPA	RTMENT	QUARTERLY REPORTS/RECOGNITIONS						
	4.1	.1 Resolution 2024.11 – June Employee of the Month <b>A</b>				Action Item	2 min.		
	4.2	Surger	γ	Theresa Overton	Attachment C	Report	2 min.		
	4.3	3 Outpatient Medical		Michelle Peterson	Attachment D	Report	2 min.		
	4.4	Safety Quarterly		Dana Hauge	Attachment E	Report	2 min.		
	4.5	Enviro	nmental Services	Sherry Yochum	Attachment F	Report	2 min.		
5	BOAR	D COMN	NITTEES						
	5.1	Financ	ce Committee						
		5.1.1	Committee Meeting Report: Chair Hun	nphry		Report	5 min.		
	5.1.2 Interim June 2024 Financial Review, AP, AR and Acceptance of Financials			Discussion	5 min.				
		5.1.3	Line of Credit		Attachment G	Action Item	5 min.		

	5.1.4 New Account at Plumas Bank	Attachment H	Action Item	5 min.
	5.1.5 New Account at Cornerstone Bank	Attachment I	Action Item	5 min.
	5.1.6 Capital Expenditure Plan	Attachment J	Action Item	5 min.
	5.1.7 Pit River Lodge Well	Attachment K	Action Item	5 min.
5.2	Quality Committee			
	5.2.1 July Quality Meeting Committee Report		Report	5 min.
6 <b>OLC</b>	D BUSINESS			
6.1	Master Planning Update		Action Item/ Discussion	20 min
6.2	MMHD Board By-Laws Update		Discussion	5 min.
7 NE\	W BUISNESS			
7.1	Employee Handbook	Attachment L	Action Item	5 min.
7 <b>ADI</b>	MINISTRATIVE REPORTS			
7.1	Chief's Reports – Written reports provided. Questions pertaining to written report and verbal report of any new items			
	7.1.1 Chief Financial Officer – Travis Lakey		Report	5 min.
	7.1.2 Chief Human Resources Officer – Libby Mee		Report	5 min.
	7.1.3 Chief Public Relations Officer – Val Lakey	Attachment M	Report	5 min.
	7.1.4 Chief Clinical Officer – Keith Earnest		Report	5 min.
	7.1.5 Chief Nursing Officer – Theresa Overton		Report	5 min.
	7.1.6 Chief Executive Officer – Ryan Harris		Report	5 min.
8 <b>OT</b> H	HER INFORMATION/ANNOUNCEMENTS			
			Discussion	2 min.
8.1	Board Member Message: Points to highlight in message			
8.1 8.2			Discussion	5 min.

Posted 07/26/2024

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## Attachment A

**Chief Executive Officer** Ryan Harris



Board of Directors Abe Hathaway, President Jeanne Utterback, Vice President Tami Humphry, Treasurer Lester Cufaude, Director James Ferguson, Director

Board of Directors **Regular Meeting Minutes** June 26, 2024 – 1:00 pm FR Boardroom

These minutes are not intended to be a verbatim transcription of the proceedings and discussions associated with the business of the board's agenda; rather, what follows is a summary of the order of business and general nature of testimony, deliberations and action taken.

CALL MEETING TO ORDER: Abe Hathaway called the regular meeting to order at 1:00 PM on the above date.

BOARD MEMBERS PRESENT:	STAFF PRESENT:
Abe Hathaway, President	Ryan Harris, CEO
Jeanne Utterback, Vice President	Travis Lakey, CFO
Tami Humphry, Treasurer	Theresa Overton, CNO
Jim Ferguson, Director	Valerie Lakey, CPRO
Lester Cufaude, Director	Keith Earnest, CCO
ABSENT:	Libby Mee, CHRO
	Harold Swartz, Imaging Manager
	Lori Gibbons, HIM Manager
	Amy Parker, Admitting Manager
	Gonzo Solorio, Ambulance Manager
	Ashley Nelson, Interim Board Clerk
	Jessica DeCoito, Board Clerk

2	CALL FOR REQUEST FROM THE AUDIENCE - PUBLIC COMMENTS OR TO SPEAK TO AGENDA ITEMS:								
3	APPROVAL OF MINUTES								
	3.1	A motion/second carried; Board of Directors	accepted the minutes of May 22, 2024	Cufaude, Utterback	Approved by All				
4	DEPA	TMENT/OPERATIONS REPORTS/RECOGNITIC	DNS						
	4.1	A motion/second carried; Zita Biehle was rea Resolution 2024-09.	Utterback, Humphry	Approved by All					
	4.4	Patient Access: Written report submitted. It	was confirmed that the errors in the dept de	clined 27% to 1	5%.				
	4.3	HIM: Written report submitted. RHC coding class is currently being completed by the HIM manager and staff. Cross training is successful.							
	4.4	.4 Ambulance: Written report submitted. It was confirmed that the dept is fully staffed with EMT's, Paramedics and per diem staff, working 24-hour shifts. Ambulance billing is being updated and changed, as needed to increase reimbursements under Cerner.							
5	BOARD COMMITTEES								
	5.1	Finance Committee							
	<ul> <li>5.1.1 Committee Report: It was reported that cash on hand is 278 days, compared to 250 days on May 2<sup>nd</sup> 2024. AR is 25.1 days. Accounts Receivable is down approximately. \$2 million.</li> <li>\$5 million in patient payments were paid this last month. As of today, we are at 59% collection ratio. At the end of June, we should see more processed payments coming in from the Skilled Nursing dept.</li> </ul>								

	5.1.	2 <b>May 2024 Financials</b> : motion moved, seconded and carried to approve financials.	Humphry, Utterback	Approved by Al
	5.1.	<ul> <li>Annual Budget Hearing – Approval of FY2025 Budget – Resolution 2024-10 Total patient revenue is \$1.7 million and net patient revenue is lower, due to not having all the supplementals.</li> <li>Pro fees have increased, due to starting back up surgery.</li> <li>Manager training is expected to increase, due to new cohort of staff training starting.</li> <li>Bottom line is 4.4 million.</li> </ul>	Utterback, Humphry	Approved by Al
		Motion moved, seconded and carried.		
	5.1.	4 TCCN Building Upgrades: Request to approve \$53,800 for Phase 1 and Phase 2, regarding getting TCCN programs back up and running- with a timeline of 6 months. Once approved, Phase 3 can move forward to bid, with a timeline of 1 year.	Humphry, Ferguson	Approved by Al
		Motion moved, seconded and carried.		
	5.1.		Utterback. Cufaude	Approved by Al
		Motion moved, seconded and carried.		
Ę	5.2 <b>St</b>	ategic Planning Committee Chair Utterback:		
		<b>Strategic Plan Update 2025-2029 and FY25 Priorities:</b> Packets were presented, with red text revisions, along with a "From the Board" message template to include in the report.		
	5.2		Humphry, Utterback	Approved by All
		Motion moved, seconded and carried with the addition of an updated Board message.		
		Master Planning Update: No action taken, a special meeting with be		
	5.2	.2 scheduled.		
	5.3 <b>Qı</b> giv	<sup>2</sup> scheduled. ality Committee Report: It was reported that we will be updating our Hand Hygiene en for a recent tag found during an on-site visit with State. A process has also been so	et up for an acco	essible and
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Selection of Blood and Components for Transfusion Slips, Trips and Falls Program Wet Mount

_	6.2		Board By-Laws Update: No action taken, tabled until next month.
7		-	
	7.1		Reports: written reports provided in packet
		7.1.1	CFO: Written report submitted.
		7.1.2	<b>CHRO:</b> Written report submitted. Reported that a CMO applicant will be coming on site for a visit in a few weeks. A new Skilled Nursing Nurse Practitioner will be starting with us next week. There has not been much traction for a Physical Therapist so we put it out to Registry, with no interest as of yet.
		7.1.3	<b>CPRO:</b> Written report submitted. Legislative updates- metal detector policy, cost reimbursement policy, systemic bill. Mayers Health Fair and 5k were successful and it received great feedback from the community. The revenue is operational money for the Foundation.
		7.1.4	<b>CCO</b> : Written report submitted. It was reported that a freezer failed in the lab, however a backup with bought locally until it is replaced, and no product was lost. The credit card issue has been resolved in Physical Therapy and now has been integrated into Cerner. A Radiology Tech position was filled, leaving 1 position available.
		7.1.5	<b>CNO</b> : Written report submitted. It was reported that we are still in search of a Director of Skilled Nursing position, however the CNO has been filling in for the position. The Lippincot Learning online Platform will be accessible to all clinical staff for continuing education. Compliance testing for Registry staff is being verified by HR and separate training- Lippincot will also assist with tracking all compliance against all departments.
8	OTHE	7.1.6	CEO: Written report submitted. I2I will not be moving forward, due to not wanting to sign a 5-year contract. An Ignite staff training gift card was won at a nearby training, for the company to come on site for an all-staff event. The new Rural Health Clinic will contain 12 rooms- with some of them being utilized for Mental Health Services. Telehealth currently is facing challenges with our current physicians so these issues will be improved so that services can be expanded. IATION/ANNOUNCEMENTS
<u> </u>	OTTIEL		
	8.1	bookle Gala ir	Member Message: Employee of the Month: Zita Biehle, update on upcoming TCCN events, Men's health et, Golf Tournament dates with link to register, success of the Health Fair, upcoming Community Market date, iformation Save the Date with more info to come, Surgery schedule (see provider to receive provider), Solar t starting, Strategic Plan was updated with link and Board message.
	8.2	Board Invite	Governance Tool Kit – Strategic Planning . specific community members to certain events, for their ideas and feedback regarding the District. Create ce with pillars and goals as a "1-page plan" for the website.
9	MOV		LOSED SESSION: 3:35 pm
	9.1	Hearin MEDIO Ivy Ng David Gary 1 Earljay Farres John E Ryan I Allen I Todd	rg (Health and Safety Code §32155) – Medical Staff Credentials CAL STAFF REAPPOINTMENT guyen, MD – UC Davis – Neurology Bissig, MD – UC Davis – Neurology Furner, MD – UC Davis – Neurology furner, MD – TCR y Landrito, MD – TCR a Ahmed, MD – TCR Erogul, MD – TCR Redelman, MD – TCR B. Mendez, MD – Pathology Guthrie, MD – Orthopedic Surgery las Schulack, DO – Emergency Medicine

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		MEDICAL STAFF APPOINTMENT	
		Ashley Delaney, DO – Emergency Medicine	
		Stephen Williams, PA – MVHC	
		Bradley Clark, MD – TCR	
		Tikoes Blankenberg – Redding Pathology	
		Personnel – Govt Code 54957	Discussion (A.
	9.2	CEO Evaluation Process:	Discussion/Ac
		Ryan Harris passed his 6 month probationary period.	tion Item
10	RECON	NVENE OPEN SESSION: 4:10 pm	
11	ADJOU	JRNMENT: 4:10 PM	

*I, \_\_\_\_\_, Board of Directors \_\_\_\_\_, certify that the above is a true and correct transcript from the minutes of the regular meeting of the Board of Directors of Mayers Memorial Healthcare District* 

**Board Member** 

Board Clerk

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Attachment B



### **RESOLUTION NO. 2024-11**

#### A RESOLUTION OF THE BOARD OF TRUSTEES OF MAYERS MEMORIAL HEALTHCARE DISTRICT RECOGNIZING

### Melinda Reynoso

### As June 2024 EMPLOYEE OF THE MONTH

**WHEREAS**, the Board of Trustees has adopted the MMHD Employee Recognition Program to identify exceptional employees who deserve to be recognized and honored for their contribution to MMHD; and

**WHEREAS**, such recognition is given to the employee meeting the criteria of the program, namely exceptional customer service, professionalism, high ethical standards, initiative, innovation, teamwork, productivity, and service as a role model for other employees; and

WHEREAS, the MMHD Employee Recognition Committee has considered all nominations for the MMHD Employee Recognition Program;

**NOW, THEREFORE, BE IT RESOLVED** that, Melinda Reynoso is hereby named Mayers Memorial Healthcare District Employee of the Month for June 2024; and

**DULY PASSED AND ADOPTED** this 31<sup>st</sup> day of July by the Board of Trustees of Mayers Memorial Healthcare District by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

> Abe Hathaway, President Board of Trustees, Mayers Memorial Healthcare District

ATTEST:

Jessica DeCoito Clerk of the Board of Directors

## June 2024 Board Report

## June:

21 - Referrals received

14 – Scheduled

3 – Rejected (BMI > 45, Medically complex, or Procedure not performed)

4 – Called patient and unable to reach or patient does not want to schedule at this time.

## 19 – Outstanding/ Pending referrals received prior to June

Pending Reason breakdown:

7 - previously scheduled and cancelled (unable to reach or patient does not want to reschedule at this time).

4 – Waiting for medical clearance, insurance auth/coverage, or additional information from Provider

8 – unable to reach patient or patient does not want to schedule at this time.

Procedures	06/3/2024	06/4/2024	06/5/2024		
Performed					
Colonoscopy	5	4	2		
			(3 scheduled.		
			1 cancel		
			DOS).		
EGD	1	1	0		
Colonoscopy	0	1	1		
/ EGD					
Combo					
Other	0	0	0		
Total cases	6	6	3	Monthly	15
Performed				Total:	

- We continue to perform Endoscopy procedures 1 week per month (3 days).
- Dale Syverson, MD, Shannon Davidson, CRNA, Per diem Pre-op/ PACU RN (shared staff from Acute/ ED), Endoscopy techs: Mayers and Modoc Medical staff.
- Referrals continue to come in from local clinics, 21 referrals were received in June.
- Currently patients are not seen in clinic By Dr. Syverson. All pre-operative screening is performed by Referring Provider, OR Nurse manager who communicates with Surgeon/ and CRNA.
- Scrub Tech training and Certification: Kim Myers has completed her Self-study Online Scrub Tech training. She is currently studying to take her Certification exam.

She has taken on Surgical instrument sterilization duties for the hospital. She is currently re-sterilizing outdated or environmentally compromised surgical instruments and relocating to newly designated Negative pressure storage room per Infection Prevention recommendations.

- **Department Development:** Continuing work to meet ACHC, AORN, and AIMI standards of practice.
  - Ordered new storage racks and clear zipper covers to protect sterile instruments and supplies, new hands-free door openers installed. Continued work completed to update current policies and Procedures.
  - The department attended the Annual Health and Wellness Fair.
  - Newly installed CO2 Insufflator installed in the G. I. Procedure room. Generously donated by the Mayers Healthcare Foundation.

# Mayers Memorial Healthcare District Organizational Analysis FY 2024

## **Outpatient Medical Services**

The Outpatient department staff is a team of professional nurses who provide IV infusion services, and specialized care for intravenous catheter maintenance. These specialized nursing services include Central Line, PICC Line, and Implanted Venous Access Port maintenance and care. In addition, outpatient nurses are available for phlebotomy services as well as blood and blood product transfusions, and medication injections, as ordered by providers with privileges to practice at MMHD.

## **Outpatient Other Services**

- PICC line/Central line/IV care and maintenance
- Implanted port/VAD maintenance
- Blood and blood products
- Therapeutic transfusions
- Phlebotomy services
- IV medication administration
- IV hydration
- IM/SQ medication administration
- Urinary catheter changes

The physician directed Wound Care Clinics are scheduled every other week under the supervision of Dr. Magno. The clinic is held in the Outpatient area, at MMHD in Fall River Mills. Wound care/Ostomy care and education is available from specialty trained nurses (certified wound care nurse and wound treatment associate), as directed by Dr. Magno or the Primary Care Physician on staff at MMHD.

## **Outpatient Wound Care Services**

- Diabetic wounds
- Leg ulcers

- Bone infections (osteomyelitis)
- Radiation tissue damage
- Slow healing wounds
- Compromised or failed flaps
- Wounds caused by poor circulation
- Seating and bed surface evaluation
- Ostomy evaluation/education
- Wound VAC placement and maintenance
- Application of skin substitutes

Additional services such as paracentesis and lumbar punctures are available as scheduled by the ordering providers. The Outpatient Medical department is under the direction of Dr. Magno.

## **Accomplishments**

- Outpatient Medical Director: Dr. Magno. We are fortunate to have Dr Magno take over the wound clinic days. His family practice expertise and wound care services are an asset to Mayers Memorial Hospital's Outpatient department. Dr. Magno is running our Wound Care Clinic.
- Pressure injury incident rates are far below the national average in our LTC facility. This is a testament of the exceptional care provided to our patients and residence at MMHD.
- We have created a standard of wound documentation throughout the hospital. Standard works/policies and educated staff on the wound photo documentation/assessment process in ED, Acute, and OPM settings with the new Cerner program and camera system. LTC will soon be on the new EMR and trained on the wound camera system.
- Created education and conducted ongoing classes for clinical staff education such as skin tear management, wound care selection guide use, and common wound categories/treatments. Classes are being conducted throughout the year to enhance knowledge of wound care and standards of care throughout MMHD.

## **Challenges**

• Our current challenges is mastering the new EMR system for the Outpatient setting, capturing all charges, and streamlining the documentation and ordering process for clinical staff.

• Obtaining more privileged providers from outlined areas to be able to receive provider orders and begin care on local community members needing care closer to home.

## <u>Goals</u>

- Complete 100% of structured orientation courses assigned for new employees on MMHD approved learning platforms. Focus on higher clinical risk areas for patient safety.
- Completion of 100% by OPM clinical staff of annual orientation skills/review of competencies designed for OPM department. Increase education on any areas with deficits to improve clinical skills.
- Complete education events throughout the fiscal year to MMHD clinical departments. Targeted training on pressure injury prevention, ostomy care, wound dressing selections, standard wound care order sets, and wound documentation.
- Streamline the ordering and referral process to increase continuity of care for our community.

Respectfully Submitted by: Michelle Peterson, BS RN, CWCN Outpatient Department Manager



Name: Michelle Peterson RN CWCN

Department: Outpatient Medical

Pillar: Quality

Priority:

#1 Complete 100% of structured orientation courses assigned for new employees on MMHD approved learning platforms

## Summary of Plans & Actions

\* Create/assign courses based on higher risk areas ie:blood products, piccs, ports, catheter insertion, crash cart

July-Set up meeting with DON to go over pearls of her experience with Acute and Relias orientation. Meeting set for 7/24. Make sure we prioritize on ACHC higher risk areas. After assessing priorities for courses offered. Meet with nurse educator to get courses on Relias and possibly Lippincott. Begin courses, and start to develop a plan for coaching with any knowlege deficits.



Name: Michelle Peterson RN CWCN

Department: Outpatient Medical

Pillar: Quality

Priority:

#2 100% completion by OPM clinical staff of annual orientation skills/review of competencies designed for OPM department

## Summary of Plans & Actions

1. To develop and implement OPM orientation skills competency, and update to ACHC requirements

Conduct skills/compentency training days on how to use equipment, technology, and provide clinical expectation in OPM, return demonstrations on equipment and have your evaluation checklist signed off annually

3. Troubleshoot and coach/teach any areas we have deficits or need to improve skills

July-Update orientation skills checklist for OPM. After self assessment focus on areas of knowledge deficit first if in a high risk area, next prioritize importance of patient safety, and overall work flow. Create and/or obtain skills checklist or evaluation lists to add to annual orientation. We will have specific times set aside to demonstrate, observe, provide a test, verbalize, read policy and more to show skills/review annually. Started getting on Lippincott to see what is available and how we can utiliz skills checklist on this teaching platform for OPM.



Name: Michelle Peterson RN CWCN

Department: Outpatient Medical

Pillar: Quality

Priority:

#3 Complete 6 education events throughout the fiscal year to MMHD clinical departments

## Summary of Plans & Actions

1. conduct targeted trainings in clinical departments or at department meetings ie. Wound Vac trouble shooting, pressure injuries and prevention, ostomy care, dressing selections, standard wound care order sets, wound photo documentation

July-Updated standard wound care order sets, new wound photo policy. Working on creating different short trainings to address the ongoing needs for education. Above are just a few examples of topics so far. Any OPM clinical staff can go provide the needed training, and have a sign in sheet for attendees. Possibly we could do a survey monkey to see if this was a valuable way to reach clinical staff toward the end of the fiscal year.

Attachment E



Strategic Priorities Report

Department: Safety and Security

People

Pillar:

Priority: Obtain the Associate Emergency Manager (AEM) certification by the end of the Fiscal Year 2025

Summary of Plans & Actions

Measurable:

I will pass the AEM certification exam administered by the International Association of Emergency Managers by FY25

Attainable:

I have three years of experience in emergency management, and I have a clear understanding of the knowledge areas covered in the AEM certification exam. I will dedicate three hours per week for eleven months to prepare for the exam.

Relevant

The goal is relevant to the people pillar by providing ongoing training and education to enhance skills and knowledge

Time Bound: Complete by the end of FY25

Requirements:

- One hundred hours of disaster/emergency management education from the FEMA Emergency Management Institute and other federal entities.

- One hundred hours of general management training from approved federal agencies.

- Professional letters of recommendation.

Current work: July 1 - July 24, 2024

-I am currently working on studying prerequisite requirements and auditing my current certifications for approval from the program.

-I have listed the FEMA courses in an Excel sheet with links for easy access and have developed education binders to stay organized.

#### Safety Quarterly Board Report July 2024

#### Safety Officer: Dana Hauge

The Safety, Security, and Emergency Preparedness program plans have been and continue to be developed following ACHC governance. New methods for assessing education and program success are currently in progress. The program is expanding, and the district's culture is evolving. Employees are increasingly engaging in safety discussions and displaying a strong interest in the programs we have been educating them about.

#### Safety Emergency and Environment of Care Committee Report

The Safety, Emergency, and Environment of Care Committee will receive reports from various departments and programs within the district. The Committee oversees the safety measures of district programs. As part of the ACHC accreditation, upcoming quarterly reports will be presented to the Governing Board to highlight any significant measures or activities.

#### **Emergency/Safety/Security Response and Training**

On April 24th, directly after the last report, Jeff Miles and Dana Hauge attended the Region Three Healthcare Coalition Disaster Tabletop Drill at Shasta Regional Hospital. The scenario involved a cybersecurity attack on Mercy Medical Center, which initially disabled operations systems. The drill also included a regional bed polling exercise to identify any communication deficiencies in the region. Mayers successfully met all the communication-related measures evaluated during the drill, demonstrating the effectiveness of the redundancies established within the district through the emergency preparedness program and IT departments. These redundancies thwarted the attempt to disable systems within the exercise.

On July 18th, our district successfully conducted its annual functional drill, practicing physical evacuation and relocation of residents and vital information in the event of a wildfire. All departments, including both employees and leadership, participated in the drill. With the assistance of Jonathan Chacko, Emergency Preparedness Supervisor from Shasta County's Health and Human Services Agency, the drill demonstrated the successful relocation of residents and communication readiness in facing disasters. This exercise resulted in a significant improvement in our understanding of emergency procedures, highlighting the importance of understanding and utilizing federal emergency forms. Future education will focus on the HICS forms and processes. An after-action report for both exercises will be presented in an upcoming board meeting packet in compliance with ACHC regulations.

#### **Upcoming Trainings**

Security Management Program. The Phoenix Training Group offers de-escalation techniques. Safety and security team members will take an in-person eight-hour course, while other staff will take the online version. Both formats provide necessary and helpful tools for de-escalation techniques.

Respectfully submitted by: Dana Hauge, CEAS, Director of Safety and Security, Safety Officer



Department: Safety and Security

Growth

Pillar:

Priority: By FY25 restart the Intermountain Preparedness group.

Summary of Plans & Actions

Measurable:

The group will hold a minimum of three meetings with at least seven agencies in attendance at each meeting

Attainable:

Identify and invite participating agencies, secure meeting spaces, and facilitate communication among members.

Relevant:

This goal is relevant to the growth pillar by representing building strong partnerships with community stakeholders, payers, and vendors to advance our goals.

Time-bound: Complete by FY25

Current Work: July 1- July 24,2024

-July 1, 7:30 am. Meeting with Pit River Tribe Emergency and Disaster team members to discuss interest. Interest in participation is high.

-Tehama/Shasta County Healthcare Coalition and Shasta County emergency management coordinator for public health have expressed interest and have verbally committed to participating. The group would report as a standing agenda item at the Shasta County HCC monthly meeting.



Department: Safety and Security

## Communication and Increasing Patient Satisfaction

Pillar:

Priority: Develop a comprehensive safety and security survey to assess the perceptions and experiences of patients, residents, and staff regarding safety and security at the organization.

#### Summary of Plans & Actions

#### Measurable:

The survey will consist of a minimum of ten questions and will be administered to at least thirty respondents for each group (patients, residents, and staff) with a 70% response rate.

#### Attainable:

The survey will be designed and piloted with a small group of stakeholders before being implemented organization-wide to ensure its validity and reliability. The survey will be communicated via mail. Social media, email, and in person.

Relevant: The goal is relevant to increased communication and patient satisfaction.

Time-bound: Completed by FY25

#### Current Work: July 1 - July 24, 2024

Analyzing and researching studies on surveys and finding other surveys to use as examples.
 Working on the workplace violence program and using the program statistics to structure 1 to 2 questions around workplace violence in a manner that will apply to all audiences.

Attachment F



Strategic Priorities Report

Department: Environmental Services

Quality Service Pillar:

Priority: Continuing Education- Exam and Conference

Summary of Plans & Actions

Took the Certified Healthcare Environmental Services exam but did not pass. I will be attending Association for the Healthcare Environment (AHE) conference July 22-24.



Department: Environmental Services

People Pillar:

Priority: Decreasing Turnover in dept to less than 25%

Summary of Plans & Actions

I have 20 employees and 3 were let go and 2 voluntarily left. So I am at 20%.

Attachment G



\*0400416700060007232024\*



## LOAN CHECKLIST

Principal \$100.000.00	Loan Date	Maturity 07-23-2025	Loan No 400416700	Call / Coll 4 / 028	Account	Officer	Initials
			ily and do not limit th		document to any pa th limitations.	rticular Ioan o	item.
PO	yers Memorial Hosp Box 459 River Mills, CA 96		Le	Redding 192 Har	tone Community Ban Branch tnell Ave. , CA 96002	k	
			DESCRIPTI	ON			
2025. The refere	ence rate (Prime Ra	ite as published in	ble Draw Down Line the Wall Street Journ	nal. When a range of	of rates has been pu	0,000.00 due Iblished, the h	on July 23 igher of the
	on Number: 5166.	with an interest ra	te floor of 5.000%),	resulung in an iniuar	rate of 8.500.		
	: This transaction is	- upopourod					
	CSCB\MMOSELEY N						
	r: CSCB\CSAETERN	•					
	Product: Commerc		<b>F</b>				
	Policy: Commercia		L <b>.</b>				
	umber and Name: (						
		0	/emed by California I/				
		_	onstitution <sup>®</sup> transacti				
				011.	· · · ·		<del></del>
			LOAN DOCUME	NTS			
	Loan Checklist Corporate Resolution District Customer Informatio Customer Informatio Hospital District Promissory Note Automatic Payment Disbursement Reque Boarding Data Sheet Model Privacy Notice District	n Profile: Ryan J R n Profile: Mayers M - Automatic Payme est and Authorizatio t: Transaction 5166	amon Harris Memorial nt n	Irrevocable I Customer In Certification Hospital Dis Red Flag - R Red Flag - R	an Agreement Letter of Credit: 202 Iformation Profile: Tr of Beneficial Owner trict ed Flag Checklist ed Flag Checklist nal Agreement	avis Lakey	emorial

#### ENTRY OMISSION WARNINGS TO LENDER

In processing this loan, any omission warnings in this "Entry Omissions" section should be reviewed as provided below.

#### ADVISORY WARNINGS TO LENDER

BORROWER ORDER. The original order of the Borrowers for this transaction has been changed on the Customer Summary window. This may cause discrepancies of the Borrower order in some windows and their associated forms. Be sure that all your forms for this transaction correctly reflect the order of Borrowers and their associated information. 3BLEAS0024S

INCREASED POST-MATURITY RATE. You have selected to provide for an increased interest rate following default in the Interest Rates in Default policy component for this California loan. Our California counsel has advised that a California court recently found that liquidated damages in the form of an increased interest rate assessed against the entire outstanding balance of an unmatured loan qualified as an unlawful penalty under California law. Therefore, when California law applies and your financial institution has chosen an increased post-default rate in Standard Policy for the loan, the Interest After Default paragraph provides only for application of the increased interest rate on a fully matured note. Additionally, our California counsel advised that since increased interest after default provisions have been scrutinized by California courts, and since this is a developing area of the law, it is possible that a court may even find that default interest applied to the principal balance upon maturity, or upon acceleration of the loan (which is an issue that has not yet been clearly addressed by California courts), may not Loan No: 400416700

LOAN CHECKLIST (Continued)

Page 2

be enforceable in certain situations. Consult your legal counsel if you have questions. 3CLECA0002S

365/360. A 365/360 interest calculation method has been selected for this loan. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the loan documents. Before committing to this interest calculation method, you should consult your legal counsel or compliance officer. LaserPro offers the option of making the chosen 365/360 interest calculation method more conspicuous by including a line for the borrower to initial the "Interest Calculation Method" paragraph. This option has not been chosen for this loan. Additionally, LaserPro offers the option to add the following statement in the "Interest Calculation Method" paragraph: "This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note." Including this language alerts your customers to the effect of the 365/360 interest calculation method. This option has also not been chosen for this loan. Consult your legal counsel if you have guestions. **3BLEAS0160S** 

365/360 MIN MAX. A 365/360 interest calculation method has been selected for this loan that also contains a ceiling, floor or default rate increase. Your legal counsel should be consulted to determine how a floor, ceiling, or default rate should be applied in conjunction with this accrual. 3BLEAS0163S

MISSING BENEFICIAL OWNER DATA. You have not entered sufficient information for identification on the Certification of Beneficial Owner(s) form for one or more of the beneficial owners / controllers: Travis Lakey. FinCEN customer due diligence rules require covered institutions to collect information regarding beneficial owners of legal entity customers (corporations, LLCs, partnerships, or similar entities), unless otherwise exempt, and verify the identities of such individuals at the time of account opening as part of the institution's anti-money laundering (AML) program. 3BLEAS0267S

In processing this loan, any warnings in this "Advisory Warnings" section should be reviewed as provided below.

#### **CRITICAL WARNINGS TO LENDER**

In processing this loan, any warnings in this "Critical Warnings" section should be reviewed as provided below.

#### CHECKLIST WARNINGS

In processing this loan, all warnings appearing above should be reviewed. To generate correct closing documents, it is important to visit and make appropriate selections on all applicable details windows, such as collateral details windows. All closing documents should be reviewed by your compliance officer or legal counsel as specified in the LaserPro Setup Guide. If you have questions about why LaserPro has generated any warning, visit the Finastra Customer Success Community at https://support.finastra.com to log into our online self-service Case Management system. If you have legal questions about these warnings or this loan or what action to take, you should seek the advice of your compliance officer or legal counsel.

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0400416700061007232024



## LOAN REQUEST SUMMARY

Principa		Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$100,000			400416700	4/028		***	
Referenc	es in the boxes above are for Any item a	Lender's use or bove containing	nly and do not limit the j "***" has been omiti	applicability of this ed due to text lengt	document to any pa th limitations.	irticular Ioan o	ritem.
Borrower:	Mayers Memorial Hospital PO Box 459 Fall River Mills, CA 96028	District		der: Cornerst Redding 192 Har	tone Community Ban	k	
		DR	AW DOWN LINE	OF CREDIT			
			(Variable Rat	te)			
			Financed		In Cash		
	AMOUNT REQUESTED	:	\$100,000.00				
	PREPAID FINANCE CHA	ARGES:			500.00		
	SECURITY INTEREST O	HARGES:	0.00				
	NOTE AMOUNT:		\$100,000.00		\$500.00		
	PAYMENT CALCULATI Interest Method: Disbursement Date First Int Payment I Due Date: Int Payment Period Variable Interest R Credit Insurance:	ə: Date: I:	365/360 07-23-2024 08-23-2024 07-23-2025 Monthly 00%				
	Payment Schedule. If interest on July 23, 2 Rate as published in th (currently 8.500%), re payments, beginning A the Prime Rate as public	2025, with inter ne Wall Street J esulting in an Ini August 23, 202	est calculated on the lournal. When a range itial interest rate of 8.t 4, with interest calcula	unpaid principal bai of rates has been 500% based on a y ated on the unpaid	lances at an interes published, the highe ear of 360 days, an principal balances at	t rate based o r of the rates d 11 monthly an interest ra	n the Prim will be use consecutiv ite based o

be used (currently 8.500%), resulting in an initial interest rate of 8.500% based on a year of 360 days. Borrower's final payment of \$100,354.17 will be due on July 23, 2025. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under the Note.

APR FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
9.715% \$4,809.03	\$99,500.00	\$104,309.03

e means estimate

COLLATERAL: Unsecured.

TRANSACTION NUMBER: 5166

NOTICE: This Loan Request Summary is for informational purposes only and does not obligate Lender in any way to make this loan or any other loan to Borrower. The fees and charges listed above are estimates only; and, if a loan is made, different or additional fees and charges may be imposed.



\*0400416700028007232024\*

## **CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL**

Principal \$100,000.			/ Coll Account	Officer Initials				
Reference	References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "***" has been omitted due to text length limitations.							
Corporation:	Mayers Memorial Hospital District PO Box 459 Fall River Mills, CA 96028	Lender:	Cornerstone Community Bank Redding Branch 192 Hartnell Ave. Redding, CA 96002					

#### WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE CORPORATION'S EXISTENCE. The complete and correct name of the Corporation is Mayers Memorial Hospital District ("Corporation"). The Corporation is a non-profit corporation which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of California. The Corporation is duly authorized to transact business in all other states in which the Corporation is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Corporation is doing business. Specifically, the Corporation is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Corporation has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Corporation maintains an office at 43563 Hwy 299 E, Fall River Mills, CA 96028-9787. Unless the Corporation has designated otherwise in writing, the principal office is the office at which the Corporation or any change in the Corporation's name. The Corporation shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Corporation and the Corporation's business activities.

**RESOLUTIONS ADOPTED.** At a meeting of the Directors of the Corporation, or if the Corporation is a close corporation having no Board of Directors then at a meeting of the Corporation's shareholders, duly called and held on **July 23**, **2024**, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

OFFICERS. The following named persons are officers of Mayers Memorial Hospital District:

NAMES	TITLES	AUTHORIZED		ACTUAL SIGNATURES
Ryan J Ramon Harris	CEO	Y	x	
Travis Lakey	Chief Financial Officer	Y	x	

ACTIONS AUTHORIZED. Any two (2) of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Corporation. Specifically, but without limitation, any two (2) of such authorized persons are authorized, empowered, and directed to do the following for and on behalf of the Corporation:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Corporation and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

**Execute Notes.** To execute and deliver to Lender the promissory note or notes, or other evidence of the Corporation's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Corporation's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Corporation or in which the Corporation now or hereafter may have an interest, including without limitation all of the Corporation's real property and all of the Corporation's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Corporation to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed or encumbered.

**Execute Security Documents.** To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Corporation or in which the Corporation may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Corporation's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements requiring disputes with Lender to be submitted to binding arbitration for final resolution, as the officers may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution. The following person or persons are authorized, except as provided in this paragraph, to request advances and authorize payments under the line of credit until Lender receives from the Corporation, at Lender's address shown above, written notice of revocation

#### CORPORATE RESOLUTION TO BORROW / GRANT COLLATERAL (Continued)

of such authority: Advances may be made only to satisfy requests for draws vs. Letter of Credit No. 2024009 issued on July 23, 2024 in favor of the BETA Healthcare Group, in connection with the Agreement between Mayers Memorial Hospital District and BETA Healthcare Group. Advances against this line of credit will be restricted from the Borrower's use and will be made for the sole purpose of supporting advances by the BETA Healthcare Group, its successors and/or assigns ("Beneficiary") of the Irrevocable Standby Letter of Credit No. 2024009.

ASSUMED BUSINESS NAMES. The Corporation has filed or recorded all documents or filings required by law relating to all assumed business names used by the Corporation. Excluding the name of the Corporation, the following is a complete list of all assumed business names under which the Corporation does business: None.

**NOTICES TO LENDER.** The Corporation will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Corporation's name; (B) change in the Corporation's assumed business name(s); (C) change in the management of the Corporation; (D) change in the authorized signer(s); (E) change in the Corporation's principal office address; (F) change in the Corporation's state of organization; (G) conversion of the Corporation to a new or different type of business entity; or (H) change in any other aspect of the Corporation that directly or indirectly relates to any agreements between the Corporation and Lender. No change in the Corporation's name or state of organization will take effect until after Lender has received notice.

**CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS.** The officers named above are duly elected, appointed, or employed by or for the Corporation, as the case may be, and occupy the positions set opposite their respective names. This Resolution now stands of record on the books of the Corporation, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

NO CORPORATE SEAL. The Corporation has no corporate seal, and therefore, no seal is affixed to this Resolution.

**CONTINUING VALIDITY.** Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signatures set opposite the names listed above are their genuine signatures.

We each have read all the provisions of this Resolution, and we each personally and on behalf of the Corporation certify that all statements and representations made in this Resolution are true and correct. This Corporate Resolution to Borrow / Grant Collateral is dated July 23, 2024.

х

CERTIFIED TO AND ATTESTED BY:

Ryan J Ramon Harris, CEO of Mayers Memorial Hospital District

Travis Lakey, Chief Financial Officer of Mayers Memorial Hospital District

NOTE: If the officers signing this Resolution are designated by the foregoing document as one of the officers authorized to act on the Corporation's behalf, it is advisable to have this Resolution signed by at least one non-authorized officer of the Corporation.

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0400416700007007232024



## **BUSINESS LOAN AGREEMENT**

Principal         Loan Date         Maturity         Loan No         Call / Coll         Account         Officer         Initials           \$100,000.00         07-23-2024         07-23-2025         400416700         4 / 028         ***         Initials						
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "***" has been omitted due to text length limitations.						

Borrower: Mayers Memorial Hospital District PO Box 459 Fall River Mills, CA 96028 Lender:

Cornerstone Community Bank Redding Branch 192 Hartnell Ave. Redding, CA 96002

THIS BUSINESS LOAN AGREEMENT dated July 23, 2024, is made and executed between Mayers Memorial Hospital District ("Borrower") and Cornerstone Community Bank ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

**TERM.** This Agreement shall be effective as of July 23, 2024, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

LINE OF CREDIT. The Indebtedness contemplates multiple loan advances. Advances under the Indebtedness, as well as directions for payment from Borrower's accounts, may be requested only in writing by Borrower or as provided in the "Advance Authority" section below. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person as described in the "Advance Authority" section below or (B) credited to any of Borrower's accounts with Lender.

ADVANCE AUTHORITY. The following person or persons are authorized, except as provided in this paragraph, to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: Advances may be made only to satisfy requests for draws vs. Letter of Credit No. 2024009 issued on July 23, 2024 in favor of the BETA Healthcare Group, in connection with the Agreement between Mayers Memorial Hospital District and BETA Healthcare Group. . Advances against this line of credit will be restricted from the Borrower's use and will be made for the sole purpose of supporting advances by the BETA Healthcare Group, its successors and/or assigns ("Beneficiary") of the Irrevocable Standby Letter of Credit No. 2024009.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender property certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

**REPRESENTATIONS AND WARRANTIES.** Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

**Organization.** Borrower is a non-profit corporation which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of California. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duty qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 43563 Hwy 299 E, Fall River Mills, CA 96028-9787. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower's state of organization or any change in Borrower's name. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of incorporation or organization, or bylaws, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

**Properties.** Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

**Notices of Claims and Litigation.** Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, or an OCBOA acceptable to Lender, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

**Insurance.** Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

**Insurance Reports.** Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained,

and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP or an OCBOA acceptable to Lender.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

**Operations.** Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

**Environmental Studies.** Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

**Compliance with Governmental Requirements.** Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Beneficial Ownership Information. Comply with all beneficial ownership information reporting requirements of the Corporate Transparency Act and its implementing regulations (collectively the CTA), if applicable to that Borrower. Any Borrower that is or becomes a reporting company as defined in the CTA: (1) has filed, or will file within required timeframes a complete and accurate report of its beneficial ownership information with the Financial Crimes Enforcement Network (FinCEN) as required by the CTA; (2) will update or correct its beneficial ownership information with FinCEN within required timeframes upon any change in its beneficial ownership information; (3) will provide Lender with a copy of its beneficial ownership information report filed with FinCEN upon request; (4) consents to allow Lender to obtain from FinCEN beneficial ownership information filed by Borrower; and (5) will notify Lender in writing of any change in its beneficial ownership information within 30 days of such change.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

**Compliance Certificates.** Unless waived in writing by Lender, provide Lender at least annually, with a certificate executed by Borrower's chief financial officer, or other officer or person acceptable to Lender, certifying that the representations and warranties set forth in this Agreement are true and correct as of the date of the certificate and further certifying that, as of the date of the certificate, no Event of Default exists under this Agreement.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

**RECOVERY OF ADDITIONAL COSTS.** If the imposition of or any change in any law, rule, regulation, guideline, or generally accepted accounting principle, or the interpretation or application of any thereof by any court, administrative or governmental authority, or standard-setting organization (including any request or policy not having the force of law) shall impose, modify or make applicable any taxes (except federal, state or local income or franchise taxes imposed on Lender), reserve requirements, capital adequacy requirements or other obligations which would (A) increase the cost to Lender for extending or maintaining the credit facilities to which this Agreement relates, (B) reduce the amounts payable to Lender under this Agreement or the Related Documents, or (C) reduce the rate of return on Lender's capital as a consequence of Lender's obligations with respect to the credit facilities to which this Agreement relates, to pay Lender's auditional amounts as will compensate Lender therefor, within five (5) days after Lender's written demand for such payment, which demand shall be accompanied by an explanation of such imposition or charge and a calculation in reasonable detail of the additional amounts payable by Borrower, which explanation and calculations shall be conclusive in the absence of manifest error.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

**NEGATIVE COVENANTS.** Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Indebtedness and Liens. (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including finance leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts receivable, except to Lender.

**Continuity of Operations.** (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge or restructure as a legal entity (whether by division or otherwise), consolidate with or acquire any other entity, change its name, convert to another type of entity or redomesticate, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) pay any dividends on Borrower's stock (other than dividends payable in its stock), provided, however that notwithstanding the foregoing, but only so long as no Event of Default has occurred and is continuing or would result from the payment of dividends, if Borrower is a "Subchapter S Corporation" (as defined in the Internal Revenue Code of 1986, as amended), Borrower may pay cash dividends on its stock to its shareholders from time to time in amounts necessary to enable the shareholders to pay income taxes and share estimated income tax payments to satisfy their liabilities under federal and state law which arise solely from their status as Shareholders of a Subchapter S Corporation because of their ownership of shares of Borrower's stock, or purchase or retire any of Borrower's outstanding shares or alter or amend Borrower's capital structure.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

**CESSATION OF ADVANCES.** If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Insolvency.** The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

Insecurity. Lender in good faith believes itself insecure.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Arbitration. Borrower and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Agreement or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property. including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to the Collateral, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Borrower and Lender agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Agreement shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Consent to Loan Participation.** Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such participation interests. Borrower also agrees that the purchasers of any such participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests is interests and unconditionally agrees that the purchaser of any personal claims or defenses that Borrower may have against Lender.

# Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of California.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability

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of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of the Related Documents, shall be continuing in nature, shall be deemed made and redated by Borrower at the time each Loan Advance is made, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means Mayers Memorial Hospital District and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Collateral.** The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means Cornerstone Community Bank, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note dated July 23, 2024 and executed by Mayers Memorial Hospital District in the principal amount of \$100,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

OCBOA. The term "OCBOA" means Other Comprehensive Basis of Accounting, as designated by Lender in writing as an acceptable alternative to GAAP.

Permitted Liens. The words "Permitted Liens" mean (1) liens and security interests securing Indebtedness owed by Borrower to Lender;

Loan No: 400416700

(2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED JULY 23, 2024.

By:

BORROWER:

#### MAYERS MEMORIAL HOSPITAL DISTRICT

By:

Ryan J Ramon Harris, CEO of Mayers Memorial Hospital District Travis Lakey, Chief Financial Officer of Mayers Memorial Hospital District

LENDER:

#### CORNERSTONE COMMUNITY BANK

By:

Matt Moseley, President/CEO

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\*0400416700124507232024\*

## **CUSTOMER INFORMATION PROFILE**

**CUSTOMER INFORMATION** 

#### Mayers Memorial Hospital District

Cus	stomer Name:	Mayers Memorial	Hospital District			
Cus	stomer Type:	Corporation				
Street Address: 4		43563 Hwy 299 B	Ξ	Mailing Address:	PO Box 45	9
		Fall River Mills, CA	96028-9787		Fall River N	Aills, CA 96028
Prin	nary Phone Number:	(530) 336-5511				
Cell	Phone Number:					
IDE	NTIFICATION					
Тах	payer ID: 94-1634940		oplied For			
Primary ID: Articles of Incorporation		Secondary ID:				
ID Number:		ID Number:				
Issue Date:		Issue Date:				
Issued By: USA		Issued By:				
Bra	COUNT INFORMATION nch Location: 002 Red k Rep. Name: Saetern,	0				
	Product Type		Loan Number		Openi	ing Date
	Commercial - Letter of	Credit	400416700		07-23	3-2024
DEC	ULTS OF NON-DOCUME		ION			
	stomer's Identity has been			methods described belo	N.6.J.	
	ChexSystems <sup>s</sup> Verifica	-	Logical Ve			Other
	Credit Report Obtained		_ `	Check Database Check		<u> </u>
	Financial Statement		Reference			Other
	Unable to verify custom	ner's identity (expla	nation and resoluti	on of discrepancies):		
		-				
	DITIONAL CIP INFORMA					
MO	her's Maiden Name: bloyer:				-	
		monte				
Bue	iness Identification Docu	ments #2.				
Nati	iness Identification Docu ure of Business:					
	er ID Verification:					

#### **Physical Address Note**

An exception to the physical address may occur if a customer participates in the California Safe Home Program (Confidential Address Program) ACP administered by the California Secretary of State. This program provides an individual or business with a free P.O. Box for the purpose of protecting their physical location. To comply with FinCEN's rules the Bank should collect the street address of the sponsoring agency (California Secretary of State) for the purpose of meeting our CIP address requirements. For proof of enrollment ask for enrollee's current Safe at Home ID card.

LENDER:

CORNERSTONE COMMUNITY BANK

X\_\_\_\_\_Matt Moseley, President/CEO

Date

- --

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0400416700260507232024\*

### **CERTIFICATION OF BENEFICIAL OWNER(S)**

	Loan Date         Maturity         Loan No         Call / Coll         Account         Officer         Initials           07-23-2024         07-23-2025         400416700         4 / 028         ***         ***
References in the	e boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "***" has been omitted due to text length limitations.
Persons openin	g an account on behalf of a legal entity must provide the following information:
a. Name and	Title of Natural Person Opening Account:

- Name and Title of Natural Person Opening Account:
   Ryan J Ramon Harris, CEO of Mayers Memorial Hospital District
- b. Name, Type, and Address of Legal Entity for Which the Account is Being Opened:

Mayers Memorial Hospital District, Corporation, 43563 Hwy 299 E, Fall River Mills, CA 96028-9787

c. The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:

Not Applicable

- d. The following information for one individual with significant responsibility for managing the legal entity listed above, such as:
   An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
  - Any other individual who regularly performs similar functions.

(If appropriate, an individual listed under section (c) above may also be listed in this section (d)).

Name/Title	Date of Birth	Address (Res. or Bus. Street Address)	For U.S. Persons <sup>1</sup>	For Non-U.S. Persons <sup>2</sup>
Travis Lakey, Chief Financial	01-11-1977	45532 Pittville Road, McArthur , CA 96056,		
Officer		USA		

I, Ryan J Ramon Harris (name of natural person opening account), hereby certify, to the best of my knowledge, that the information provided above is complete and correct, and on behalf of Mayers Memorial Hospital District, I agree to notify the financial institution of any change in such information.

By:\_\_

Ryan J Ramon Harris, CEO of Mayers Memorial Date Hospital District

<sup>1</sup>U.S. Persons must provide a Social Security Number.

<sup>2</sup> Non-U.S. Persons must provide a Social Security Number, passport number and country of issuance, or similar identification number. In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

Legal Entity Identifier:

(Optional)

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0400416700095507232024\*



### **PROMISSORY NOTE**

Principa \$100,000	Loan Date Maturity .00 07-23-2024 07-23-2025			Officer Initials
Reference	es in the boxes above are for Lender's use only Any item above containing ""	and do not limit the applicat	pility of this document to any partie o text length limitations.	cular loan or item.
Borrower:	Mayers Memorial Hospital District PO Box 459 Fall River Mills, CA 96028	Lender:	Cornerstone Community Bank Redding Branch 192 Hartnell Ave. Redding, CA 96002	

#### Principal Amount: \$100,000.00

Date of Note: July 23, 2024

PROMISE TO PAY. Mayers Memorial Hospital District ("Borrower") promises to pay to Cornerstone Community Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Thousand & 00/100 Dollars (\$100,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on July 23, 2025. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning August 23, 2024, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Prime Rate as published in the Wall Street Journal. When a range of rates has been published, the higher of the rates will be used (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 8.500% per annum. Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate equal to the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 8.500%. If Lender determines, in its sole discretion, that the Index has become unavailable or unreliable, either temporarily, indefinitely, or permanently, during the term of this Note, Lender may amend this Note by designating a substantially similar substitute index. Lender may also amend and add a positive or negative margin (percentage added to or subtracted from the substitute index value) as part of the rate determination. In making these amendments, Lender may take into consideration any then-prevailing market convention for selecting a substitute index and margin for the specific Index that is unavailable or unreliable. Such an amendment to the terms of this Note will become effective and bind Borrower 10 business days after Lender gives written notice to Borrower without any action or consent of the Borrower. NOTICE: Under no circumstances will the interest rate on this Note be less than 5.000% per annum or more than the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding (but not including February 29 in leap years). All interest payable under this Note is computed using this method.

**PREPAYMENT.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Cornerstone Community Bank, Redding Branch, 192 Hartnell Ave., Redding, CA 96002.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$10.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon maturity of this Note, whether the scheduled maturity date or due to this loan being accelerated by Lender because of a default under this Note, the interest rate on this Note shall immediately increase by adding an additional 5.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate applied under this paragraph exceed the maximum interest rate permitted under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Insolvency.** The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Change In Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of California.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts.

COLLATERAL. This loan is unsecured.

LINE OF CREDIT. This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Note may be requested only in writing by Borrower or as provided in this paragraph. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person or persons are authorized, except as provided in this paragraph, to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: Advances may be made only to satisfy requests for draws vs. Letter of Credit No. 2024009 issued on July 23, 2024 in favor of the BETA Healthcare Group, in connection with the Agreement between Mayers Memorial Hospital District and BETA Healthcare Group. Advances by the BETA Healthcare Group, its successors and/or assigns ("Beneficiary") of the Irrevocable Standby Letter of Credit No. 2024009. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

ARBITRATION. Borrower and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any collateral securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any collateral securing this Note, including any claim to rescind, reform, or otherwise modify any agreement relating to the collateral securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Borrower and Lender agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

STANDBY LETTER OF CREDIT. This Draw Down Line of Credit is solely to support Standby Letter of Credit No. 2024009 in favor of BETA Healthcare Group.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

### PROMISSORY NOTE (Continued)

Loan No: 400416700

# NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Cornerstone Community Bank Note Department 192 Hartnell Avenue Redding, CA 96002.

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive any applicable statute of limitations, presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

MAYERS MEMORIAL HOSPITAL DISTRICT

By:

Ryan J Ramon Harris, CEO of Mayers Memorial Hospital District By:\_\_\_

Travis Lakey, Chief Financial Officer of Mayers Memorial Hospital District

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### **RED FLAG CHECKLIST**

Princip \$100,00	**********************	Loan Date Maturity 07-23-2024 07-23-2025	Loan No 400416700	Call / 4 / 0		Account	Officer	Initials
Referen	ces in th	e boxes above are for Lender's use on Any item above containing	ly and do not limit the	applicabil ed due to	ity of this o text length	locument to any part i limitations.	icular loan or	item.
Borrower:	POE	ers Memorial Hospital District Sox 459 River Mills, CA 96028	Len	der:	Redding I 192 Hart			
RED FLAG	CHECK	LIST (LOAN APPLICATIONS)						
Name:								
Date:								
Description	n of Loar	າ:			_			
Yes: N	No:							
		1. Does the consumer credit report c	ontain Fraud Alerts or	ActiveDut	y Alerts?			
		2. Does the consumer credit report c	ontain an Address Dis	crepancy 1	Notice?*			
		3. Has the applicant presented suspir	cious supporting docu	ments in c	connection	with the loan reques	it?	
		4. Has the applicant presented suspic	clous identification do	cuments in	connectio	on with the loan requ	est?	
Please con	nment or	n any of the above if the answer is "ye	əs".					

#### \*Address Discrepency Verification Procedure:

When a notice of address discrepency is received from a consumer reporting agency, enhanced CIP procedures will be followed by the Loan Officer and the correct address will be ascertained. Under the enhanced procedures, the customer's identity will be verified a second time and additional proof of identification will be obtained. The second verification will be noted in the file.

The loan cannot be closed and funded until the Loan Officer has reviewed the identification documents and initialed and dated the consumer report to indicate resolution of the discrepency. Also, notate the discrepency and resolution on the File Log. If the Loan Officer cannot resolve the discrepency, the loan must be declined and an "Adverse Action" notice sent to the applicant stating the reason for decline is "unable to verify credit".

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### AUTOMATIC PAYMENT

Principal \$100,000.0		Date Maturity 3-2024 07-23-202	Loan No 5 400416700	Call / Coll 4 / 028	Account	Officer ***	Initials
References	in the boxes a	bove are for Lender's us Any item above contai	e only and do not limit the ning "***" has been omiti	applicability of this ed due to text lengt	document to any par h limitations.	ticular loan or	item.
	Mayers Memo PO Box 459 Fall River Mills	rial Hospital District 3, CA 96028	Len	Redding 192 Har	one Community Bank Branch tnell Ave. , CA 96002		
I authorize Aut	tomatic Paymo	ents:					
		utomatic payments.					
	NO I do not w	ish to have automatic pa	ayments at this time.				
I hereby autho	rize Cornersto	ne Community Bank to ti	ransfer funds as follows:				
Loan Number:		400416700					
Payment Amo	unt:	\$Regular Payment					
First Payment	Beginning:	August 23, 2024					
Name of Finan	cial Institution	ı:					
Address of Fin	nancial Instituti	ion:			· · · · · · · · · · · · · · · · · · ·		
					<u> </u>		
Bank Routing I	No						
Bank Account	No						
C	hecking						
S	avings						

If the funds in the account are insufficient to cover any payment, Lender shall not be obligated to advance funds to cover the payment. At any time and for any reason, Borrower or Lender may voluntarily terminate Automatic Payments.

I authorize Cornerstone Community Bank to make the transfer described above. I understand that a new transfer will begin on the given Start Date or (next) scheduled frequency, to be **not less than 10 days** from the date of this Authorization. I understand I may change or cancel this Authorization by giving written notice in such time and manner as to afford Cornerstone Community Bank reasonable opportunity to act. I understand that, if the balance in the From Account is less than the transfer amount on any scheduled transfer date, no transfer of any amount will be made, and that this may cause me to be in default under my loan agreement (If applicable). If an entry has been transmitted incorrectly, Cornerstone Community Bank has the right to reverse this entry within five banking days following the settlement date of the incorrect entry. This Authorization will remain in effect until I so instruct in writing. All accounts listed remain subject to the terms and conditions set forth in the Account Rules and the NACHA ACH rules.

Note: If your payment is being debited from an account not with Cornerstone Community Bank, you must include a blank check marked VOID Member FDIC.

BORROWER:

MAYERS MEMORIAL HOSPITAL DISTRICT

By:\_

Ryan J Ramon Harris, CEO of Mayers Memorial Hospital District By:\_\_\_

Travis Lakey, Chief Financial Officer of Mayers Memorial Hospital District

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### **RED FLAG CHECKLIST**

	nly and do not limit the	applicability of this id due to text leng	document to any part th limitations.	ticular loan or	item.		
s Memorial Hospital District							
x 459	Any item above containing "****" has been omitted due to text length limitations. Mayers Memorial Hospital District Lender: Cornerstone Community Ba PO Box 459 Redding Branch Fall River Mills, CA 96028 192 Hartnell Ave. Redding, CA 96002						
ST (LOAN APPLICATIONS)							
. Does the consumer credit report of	contain Fraud Alerts or a	ActiveDuty Alerts?					
2. Does the consumer credit report of	contain an Address Disc	repancy Notice?*					
3. Has the applicant presented suspi	cious supporting docum	ients in connectio	n with the loan reques	st?			
. Has the applicant presented suspi	cious Identification doc	uments in connec	tion with the loan requ	uest?			
	Does the consumer credit report of the applicant presented suspi	Does the consumer credit report contain Fraud Alerts or      Does the consumer credit report contain an Address Disc     Has the applicant presented suspicious supporting docum     Has the applicant presented suspicious Identification doce	ST (LOAN APPLICATIONS)	ST (LOAN APPLICATIONS)	ST (LOAN APPLICATIONS)  ST (LOAN APPLICATIONS)  Does the consumer credit report contain Fraud Alerts or ActiveDuty Alerts?  Does the consumer credit report contain an Address Discrepancy Notice?*  Has the applicant presented suspicious supporting documents in connection with the loan request?  Has the applicant presented suspicious Identification documents in connection with the loan request?		

#### \*Address Discrepency Verification Procedure:

When a notice of address discrepency is received from a consumer reporting agency, enhanced CIP procedures will be followed by the Loan Officer and the correct address will be ascertained. Under the enhanced procedures, the customer's identity will be verified a second time and additional proof of identification will be obtained. The second verification will be noted in the file.

The loan cannot be closed and funded until the Loan Officer has reviewed the identification documents and initialed and dated the consumer report to indicate resolution of the discrepency. Also, notate the discrepency and resolution on the File Log. If the Loan Officer cannot resolve the discrepency, the loan must be declined and an "Adverse Action" notice sent to the applicant stating the reason for decline is "unable to verify credit".

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0400416700034507232024



## **DISBURSEMENT REQUEST AND AUTHORIZATION**

Principa \$100,000		Loan Date 07-23-2024	Maturity 07-23-2025	Loan No 400416700	Call / Coll 4 / 028		Account	Officer ***	Initials
Reference	es in the	e boxes above are Any iter	for Lender's use on m above containing	ly and do not limit the	applicability ed due to tex	of this do ct length l	ocument to any pa limitations.	nticular Ioan o	item.
Borrower:	POB	rs Memorial Hospi ox 459 iver Mills, CA 960		Len	Re 19	edding Br 92 Hartne		k	
			Nondisclosable Drav primary purpose of t	w Down Line of Credit his loan is for:	Loan to a Co	orporation	for \$100,000.00	due on July 2	3, 2025.
C	] Perso	nal, Family, or Ho	usehold Purposes o	r Personal Investment.					
5	Busin	ess (Including Rea	I Estate Investment	).					
SPECIFIC PL	IRPOSE	. The specific pur	pose of this loan is:	: Line of Credit in sup	port of Irrevo	cable Let	ter of Credit 2024	009.	

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$100,000.00 as follows:

Undisbursed Funds:	\$100,000.00
Note Principal:	\$100,000.00
CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following	charges:

Prepald Finance Charges Paid in Cash: \$500.00 Loan Origination Fee	\$500.00
Total Charges Pald in Cash:	\$500.00

Total Charges Pald in Cash:

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED JULY 23, 2024.

BORROWER:

#### MAYERS MEMORIAL HOSPITAL DISTRICT

By:\_

Ryan J Ramon Harris, CEO of Mayers Memorial Hospital District By:

Travis Lakey, Chief Financial Officer of Mayers Memorial Hospital District

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\*0400416700082007232024\*



### NOTICE OF FINAL AGREEMENT

Princip		Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
5100,00	an a		07-23-2025	25 400416700 4 / 028 use only and do not limit the applicability of this		degument to any no		itom
	.85   1 118	Any ite	m above containing	"***" has been omitt	ed due to text lengt	th limitations.		nem.
orrower:	PO Bo	Memorial Hosp < 459 rer Mills, CA 96		Lən	Redding 192 Har	tone Community Ban Branch tnell Ave. , CA 96002	k	
	CEMENI	REPRESEN	TS THE FINAL	. AGKEEMENI E	CIVERN INC.	PARTIES. (B)	I HEKE A	NKE NC
MAY ORA As us Lo	NOT E	ORAL AGRE BE CONTRAD EMENTS OR I Notice, the follow erm "Loan" mea	VICTED BY EVI UNDERSTANDIA wing terms have the ans the following d	VEEN THE PARTI DENCE OF ANY NGS OF THE PAR following meanings: lescribed loan: a Vari	ES, AND (C) <sup>-</sup> PRIOR, CONTE FIES.	THE WRITTEN I EMPORANEOUS,	OR SUBS	EQUEN
MAY ORA As us Lo Co Lo ag	NOT I AGRE ed in this an. The t rporation f an Agreen reements,	ORAL AGRE EE CONTRACE EMENTS OR I Notice, the follow erm "Loan" mea or \$100,000.00 nent. The term deeds of trust of	ving terms have the ans the following d due on July 23, 20 "Loan Agreement" or other documents	VEEN THE PARTI DENCE OF ANY NGS OF THE PAR following meanings: lescribed loan: a Vari	ES, AND (C) PRIOR, CONTE TIES. able Rate Nondisclo promises, promissor	THE WRITTEN I EMPORANEOUS, osable Draw Down I	OR SUBS	EQUEN Loan to a
MAY ORA As us Lo Co Lo ag	NOT I AGRE ed in this an. The t rporation f an Agreen reements,	ORAL AGRE EE CONTRACE EMENTS OR I Notice, the follow erm "Loan" mea or \$100,000.00 nent. The term deeds of trust of	VICTED BY EVI UNDERSTANDIN wing terms have the ans the following d due on July 23, 20 "Loan Agreement"	VEEN THE PARTI DENCE OF ANY NGS OF THE PAR following meanings: lescribed loan: a Vari 025. means one or more p	ES, AND (C) PRIOR, CONTE TIES. able Rate Nondisclo promises, promissor any combination of	THE WRITTEN I EMPORANEOUS, osable Draw Down I	OR SUBS	EQUEN Loan to a
MAY ORA As us Lo Cc Lo ag Lo	NOT I AGRE ed in this an. The t rporation f an Agreen reements, an, includi Corporate Irrevocabl Red Flag Red Flag Notice of	ORAL AGRE ECONTRACE EMENTS OR I Notice, the follow erm "Loan" mea or \$100,000.00 nent. The term deeds of trust of ng without limital Resolution: May e Letter of Credi Red Flag Check Red Flag Check Final Agreement	VICTED BY EVI UNDERSTANDIN VING terms have the ans the following d due on July 23, 20 "Loan Agreement" or other documents tion the following: vers Memorial Hospi t: 2024009 dist	VEEN THE PARTI DENCE OF ANY NGS OF THE PAR following meanings: lescribed loan: a Vari 225. means one or more p or commitments, or LOAN DOCUMEN ital District	ES, AND (C) PRIOR, CONTE TIES. able Rate Nondisclo promises, promissor any combination of <b>ITS</b> - Business Loan Agr - Promissory Note - Automatic Paymer	THE WRITTEN I EMPORANEOUS, Desable Draw Down I ry notes, agreements those actions or do reement nt - Automatic Paymu west and Authorizatio	OR SUBS	EQUEN
MAY ORA As us Lo Cc Lo ag Lo - - - - - - - - - - - - - - - - - -	NOT I AGRE an this an. The t rporation f an Agreen reements, an, includi Corporate Irrevocabl Red Flag Red Flag Notice of Model Prir rties. The	ORAL AGRE BE CONTRACE EMENTS OR ( Notice, the follow erm "Loan" mea or \$100,000.00 hent. The term deeds of trust of g without limital Resolution: May a Letter of Credi Red Flag Check Final Agreement vacy Notice: Ma term "Parties" r	VICTED BY EVI UNDERSTANDING IN	VEEN THE PARTI DENCE OF ANY NGS OF THE PAR following meanings: lescribed loan: a Vari 225. means one or more p or commitments, or LOAN DOCUMEN ital District	ES, AND (C) PRIOR, CONTE FIES. able Rate Nondisclo promises, promissor any combination of <b>ITS</b> - Business Loan Agr - Promissory Note - Automatic Paymer - Disbursement Req - Loan Cover Sheet any and all entities	THE WRITTEN I EMPORANEOUS, Desable Draw Down I by notes, agreements those actions or do reement nt - Automatic Paymi uest and Authorization or individuals who a	OR SUBS	EQUEN Loan to a s, security ting to the

Each Party who signs below, other than Cornerstone Community Bank, acknowledges, represents, and warrants to Cornerstone Community Bank that it has received, read and understood this Notice of Final Agreement. This Notice is dated July 23, 2024.

BORROWER:

MAYERS MEMORIAL HOSPITAL DISTRICT

By:

Ryan J Ramon Harris, CEO of Mayers Memorial Hospital District By:\_

Travis Lakey, Chief Financial Officer of Mayers Memorial Hospital District LENDER:

CORNERSTONE COMMUNITY BANK

X Matt Moseley, President/CEO

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\*0400416700082007232024\*



## NOTICE OF FINAL AGREEMENT

Principa	La	an Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
100,000.	CONTRACTOR OF THE OWNER	and the second	07-23-2025	400416700	4 / 028		***	
Reference	s in the boxe	s above are t Any iter	for Lender's use o n above containing	nly and do not limit the g "***" has been omiti	applicability of this ed due to text lengt	document to any pa h limitations.	rticular Ioan o	item.
rrower:	PO Box 45	morial Hospit 9 Nills, CA 960		Len	Redding 192 Hart	one Community Bani Branch Inell Ave. , CA 96002	\$	
AGRE	EMENT R	EPRESENT	IS THE FINA	ARTY REPRESENT L AGREEMENT E	BETWEEN THE	PARTIES, (B)	THERE /	ARE NO
MAY ORAL As used Loar	NOT BE ( AGREEME I in this Notic	CONTRAD ENTS OR L ce, the follow "Loan" mea	ICTED BY EV JNDERSTANDI ring terms have the ns the following of	WEEN THE PARTI IDENCE OF ANY NGS OF THE PAR e following meanings: described loan: a Vari 025	PRIOR, CONTE TIES.	MPORANEOUS,	OR SUBS	EQUEN
MAY ORAL As used Loan Corp Loan agre	NOT BE AGREEME I In this Notice The term oration for \$ Agreement. ements, deer	CONTRAD ENTS OR L 	ICTED BY EV JNDERSTANDI ing terms have the ns the following of due on July 23, 2 'Loan Agreement' r other documents	IDENCE OF ANY NGS OF THE PAR e following meanings: described loan: a Vari	PRIOR, CONTE TIES. able Rate Nondisclo promises, promissor	Sable Draw Down to notes, agreements	OR SUBS	EQUEN
MAY ORAL As used Loan Corp Loan agre	NOT BE AGREEME I In this Notice The term oration for \$ Agreement. ements, deer	CONTRAD ENTS OR L 	ICTED BY EV JNDERSTANDI ing terms have the ins the following of due on July 23, 2 'Loan Agreement'	DENCE OF ANY NGS OF THE PAR e following meanings: described loan: a Vari 025. " means one or more p	PRIOR, CONTE TIES. able Rate Nondisclo promises, promissor any combination of	Sable Draw Down to notes, agreements	OR SUBS	EQUEN
MAY ORAL As used Loan Corp Loan agre Loan - C - In - R - R - N	NOT BE AGREEME I in this Notion In t	CONTRAD ENTS OR L 2000 Control Control 2000 Control Control Control 2000 Control Control Control 2000 Control Control Control 2000 Control Control Control Control 2000 Control Control Control Control Control 2000 Control	ICTED BY EV JNDERSTANDI ing terms have the ns the following of due on July 23, 2 "Loan Agreement" r other documents tion the following: ers Memorial Hosp : 2024009 ist	IDENCE OF ANY NGS OF THE PAR e following meanings: described loan: a Vari 025. " means one or more p s, or commitments, or LOAN DOCUMEN bital District	PRIOR, CONTE TIES. able Rate Nondisclo promises, promissor any combination of NTS - Business Loan Agr - Promissory Note - Automatic Paymer	MPORANEOUS, sable Draw Down to y notes, agreements those actions or do	OR SUBS	EQUEN
MAY ORAL As used Loan Corp Loan agre Loan - C - In - R - R - N - M Parti	NOT BE AGREEME I in this Notic . The term coration for \$ Agreement. ements, deed , including w orporate Res revocable Le ed Flag - Red otice of Final lodel Privacy es. The term	contrad entrs or u "Loan" mea 100,000.00 The term " ds of trust or ithout limitat olution: Maye tter of Credit Flag Checki Flag Checki Agreement Notice: May n "Parties" m	ICTED BY EV JNDERSTANDI ing terms have the ns the following of due on July 23, 2' "Loan Agreement" r other documents tion the following: ers Memorial Hosp ist ist yers Memorial Hosp means Cornerstone	IDENCE OF ANY NGS OF THE PAR e following meanings: described loan: a Vari 025. " means one or more p s, or commitments, or LOAN DOCUMEN bital District	PRIOR, CONTE TIES. able Rate Nondisclo promises, promissor any combination of NTS - Business Loan Agr - Promissory Note - Automatic Paymer - Disbursement Req - Loan Cover Sheet any and all entities	MPORANEOUS, sable Draw Down L y notes, agreements those actions or do eement nt - Automatic Paymo uest and Authorizatio or individuals who a	OR SUBS	EQUEN

BORROWER:

MAYERS MEMORIAL HOSPITAL DISTRICT

By: Ryan J Ramon Harris, CEO of Mayers Memorial Hospital District

By: Travis Lakey, Chief Financial Officer of Mayers Memorial Hospital District

LENDER:

CORNERSTONE COMMUNITY BANK

X Matt Moseley, President/CEO

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			,			•
		Shan L F C L	Loan Type: <b>16 - Health</b> Loan Class: <b>New Loan</b> Purpose Code: <b>52</b> Class Code: Loan Grade: <b>3-Satisfact</b> Annual Income: Appraisal Info: <b>NA</b>	Care & Social Assistance	Portfolio Host Sy Exceptik Cap Rat DSCR:	rstem: L01*CL ons: te: NA
CRA DAT	A					
Loan Number: Loan Arnount: Action Taken:	100K 1-Loan originated Date: 07-23-2024 20 3 089		Affi Loa Loa Loa Loa Loa Ince	siness/Farm Gross Annual R iliate: 1-Loan origination / j in Address: 43563 Hwy 29 in City: Fall River Mills in State: CA in State: CA in County: Shasta ome in Thousands: A Account Type:	purchase	1-Less than or equal to \$1 million by the institution
PAYMEN	Г ДАТА					
			DRAW DOWN LIN (Variable			
			Financed	<u> </u>	In Cash	
:	AMOUNT REQUESTED: PREPAID FINANCE CHARGE: Loan Origination Fee SECURITY INTEREST CHARC NOTE AMOUNT:		\$100,000.00 <u>0.00</u> \$100,000.00		500.00	
	PAYMENT CALCULATION: No. of Pmts 11	Amount Interest 0,354.17	Due Monthly Intere	est Payments beginning 08- and Accrued Interest Paym		
	Disbursement Date: Due Date: Interest Reserve:		07-23-2024 07-23-2025 \$0.00			
	INTEREST RATE SELECTION	:				
	Interest Method:		365/360			
	Interest Rate: Interest Rate Based Or Current Index: Interest Rate is:			ed in the Wall Street Journa of the rates will be used ad		
	Rate Limits Information Floor: <b>5.000</b>	n: Ceiling:	: Max R	ate Incr/Decr at one Time:		
e	APR 9.715%		NCE CHARGE 4,809.03	AMOUNT FINANC \$99,500.00	ED	TOTAL OF PAYMENTS \$104,309.03

**BOARDING DATA SHEET** (Continued)

#### Bernelek (B) 20 0 K (B) 1 B 0 A 1 A

Loan No: 400416700

Beneficiary: BETA Healthcare Group 1443 Danville Boulevard Alamo, CA 94507-1911 Letter of Credit Number: 2024009 Letter of Credit Amount: \$100,000.00 Letter of Credit Expiration Date: 07-23-2025 e means estimate

## BOARDING DATA SHEET (Continued)

Page 3

### ADDITIONAL PROVISIONS

Boarding Info. Received: Record	led/Disbursed:	Boarded:
Ву:		
BANCPAC TICKLERS Covenants (See BLA) UCC Filing UCC Search to Reflect DMV Insurance Prepayment Penalty (See N Payment Schedule (See Note) Rate Schedule (See Note) Scanned		-
COST/EXPENSE: \$900.00		

Loan/Doc Fee(s): (FASB) SHARED NATIONAL CREDIT

P – Poor 1-160 F – Fair 161-190 G – Good 191-210 E – Excellent 211-300

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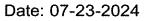


\*1500\*

Loan Number:



\*0000000000400416700\*





\*07232024\*

Documentation Package for:

MAYERS MEMORIAL HOSPITAL DISTRICT



\*941634940\*

CORNERSTONE COMMUNITY BANK

FACTS	WHAT DOES CORNERSTONE DO WITH YOUR PERSONAL		Rev. April 2015						
Why?	consumers the right to limit s	now they share your personal inform ome but not all sharing. Federal law rotect your personal information. P	w also requires us to tell you						
What?	The types of personal information have with us. This information	The types of personal information we collect and share depend on the product or service you have with us. This information can include:							
	<ul> <li>overdraft history and acco</li> <li>retirement assets and chec</li> </ul>	<ul> <li>Social Security number and payment history</li> <li>overdraft history and account transactions</li> <li>retirement assets and checking account information</li> </ul>							
	this notice.	customer, we continue to share you	ur information as described in						
How?	business. In the section below customers' personal informati	to share customers' personal inform w, we list the reasons financial com ion; the reasons Cornerstone Comr	panies can share their						
	and whether you can limit this	s sharing.							
Reasons we ca	and whether you can limit this	s sharing. Does Cornerstone Community Bank share?	Can you limit this sharing?						
Information For our everyd such as to pro- your account(s		s sharing. Does Cornerstone Community							
Information For our everyd such as to provyour account(s legal investigat For our market	an share your personal ay business purposes— cess your transactions, maintain s), respond to court orders and tions, or report to credit bureaus	s sharing. Does Cornerstone Community Bank share?	Can you limit this sharing?						
Information For our everyd such as to pro- your account(s legal investigat For our market to offer our pro-	an share your personal ay business purposes cess your transactions, maintain s), respond to court orders and tions, or report to credit bureaus ing purposes-	s sharing. Does Cornerstone Community Bank share? Yes	Can you limit this sharing? No						
Information For our everyd such as to pro- your account(s legal investigat For our market to offer our pro- For joint market companies For our affiliate	an share your personal ay business purposes— cess your transactions, maintain s), respond to court orders and tions, or report to credit bureaus ting purposes— oducts and services to you	s sharing. Does Cornerstone Community Bank share? Yes No	Can you limit this sharing? No We don't share						
For our arket to offer our pro- For our market to offer our pro- For joint market companies For our affiliate information ab experiences For our affiliate	an share your personal lay business purposes— cess your transactions, maintain s), respond to court orders and tions, or report to credit bureaus ling purposes— oducts and services to you eting with other financial es' everyday business purposes—	s sharing. Does Cornerstone Community Bank share? Yes No No	Can you limit this sharing? No We don't share We don't share						

PAGE 2					
Who we are					
Who is providing this notice?	Cornerstone Community Bank				
What we do					
How does Cornerstone Community Bank	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.				
protect my personal information?	USING OUR ELECTRONIC MEDIUM - Some parts of our web site may use a 'cookie' which is a file placed on your computer hard drive that allows the Bank's web server to log the pages you use in the Bank's web site and to determine if you have visited the site before. The cookie captures no personal identifying information.				
How does	We collect your personal information, for example, when you				
Cornerstone Community Bank collect my personal information?	<ul> <li>open an account or deposit money</li> <li>apply for a loan or use your credit or debit card</li> <li>pay us by check</li> </ul>				
	We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.				
Why can't I limit all	Federal law gives you the right to limit only				
sharing?	<ul> <li>sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>affiliates from using your information to market to you</li> <li>sharing for nonaffiliates to market to you</li> </ul>				
	State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.				
Definitions					
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.				
	Our affiliates include companies with a Cornerstone Community Bancorp name.				
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.				
	Cornerstone Community Bank does not share with nonaffiliates so they can market to you.				
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.				
	Cornerstone Community Bank doesn't jointly market.				

Other important information

### **Special Notice For State Residents**

Under California law Cornerstone Community Bank does not share personal Information except as allowed by law for everyday business purposes.

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Please see below the documents required to open the new account if the board approves the opening.

- EIN Number
- Letter/Minutes on the organization letterhead stating who is authorized to sign on the account
- Contract for Deposit of Money signed by entities treasurer, this document will be provided by Plumas Bank Accounting Department once we have a copy of the Letter/Minutes of organization.
- New Signature card provided by Plumas Bank at account opening which needs to be signed by person authorized to open accounts stated in Letter/Minutes of organization.

Once the Meeting Minutes are sent, a contract will be drafted for Deposit of Money and signature card ready for signatures.



Please see below the documents required to open the new account if the board approves the opening.

- EIN Number
- Letter/Minutes on the organization letterhead stating who is authorized to sign on the account
- Contract for Deposit of Money signed by entities treasurer, this document will be provided by Plumas Bank Accounting Department once we have a copy of the Letter/Minutes of organization.
- New Signature card provided by Plumas Bank at account opening which needs to be signed by person authorized to open accounts stated in Letter/Minutes of organization.

Once the Meeting Minutes are sent, a contract will be drafted for Deposit of Money and signature card ready for signatures.

Department	Current Manager:	Item Description	Priority	Estimate	Status	Funding Source	Submit Date	Board Rev/Award Date	Detail & Notes
Surgery	Leanne Melang	(2) Olympus Colonoscopes	High	\$55,000.00			7/22/2024		End of Life replacement
Emergency Department	Bridget Bernier	Mindray Cardiac Monitor Equipment Upgrades	Med	\$50,000.00			7/22/2024		Preparing for end of life units. Awaiting updated quote for accuracy.
Dietary	Susan Garcia	Cold Food Buffet Salad Bar	High	\$8,500.00			7/22/2024		Safety (time/temperature) Fall River
Dietary	Susan Garcia	Smart-Therm Base Heater	Med	\$9,743.00			7/22/2024		Safety (time/temperature) Fall River
Dietary	Susan Garcia	Smart Therm Bases	Med	\$6,852.00			7/22/2024		Safety (time/temperature) Fall River
Dietary	Susan Garcia	Emergency Food Supplies	High	\$40,000.00			7/22/2024		20-25 year shelf life Fall River
Dietary	Susan Garcia	Insulated Cooling Cart	High	\$5,000.00			7/22/2024		Safety (time/temperature) Fall River
SNF	Britany Hammons	Resident Room Decor: Privacy curtains, window blinds	Medium				7/22/2024		(49 beds/preferred color greens, creams)
SNF	Britany Hammons	Bedside Dresser drawers	High	\$10,000.00			7/22/2024		\$500 ea/ Some rooms are w/out, many in need of an update.
SNF	Britany Hammons	Low Air Loss Mattress System (4)	High	\$8,000.00			7/22/2024		Prevents/expidites healing progress of wounds. Very costly to rent.
SNF	Britany Hammons	Hill-Rom Bed Replacements (6)	Medium	\$50,000.00			7/22/2024		
Ambulance	Gonzalo Solorio	Zoll X Series Cardiac Monitor with accesories	Medium	\$30,000.00			7/22/2024		
Outpatient Medical	Michelle Peterson	Procedure lighting with company to install	Low	\$15,000.00			7/18/2024		Overhead lighting for procedures in room 304 OPM
Outpatient Medical	Michelle Peterson	Bariatric Wheelchair/Regular Wheelchair	Medium	\$5,000.00			7/18/2024		OPM Wheel chairs get a lot of use up and down to get people in the lobby
Lab	Sophia Rosal	Mini Incubator adjusted to 42 degrees © (for Campylobacter)	High	\$5,000.00			7/22/2024		
Acute	Moriah Padilla	Electrocardiogram (ECG)	HIGH	\$10,000.00			7/16/2024		
Acute	Moriah Padilla	Mindray Cardiac Monitor Equipment Upgrades	Med				7/19/2024		Preparing for end of life units
				\$308,095.00					

## Attachment K

			be used to view	,	te this form		r, software r State of Ca	•	ised to comp	olete, save			
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			Des	cribe materia	l, grain siz	e, color, etc	3						
0	12		Silt/Boulders									Location	
12	33		River Cobble					Addres	s <u>Pit One</u>	Power	10US Ro	Z 10.58	
33	44		an Clay					City				Cour	nty
44	50		Diatamatious	earth				Latitude	Deg.	Min.	· · ·	N Longitud	leW DegW
50	85		Brown Clay					Datum		Decima			Decimal Long.
85	375		Brey Clay					APN B	ok DP	Pag	24	0 -28	Parcel 800-007-981
367 375	400		and stone					Townsh	nip <u>261</u>	JRang	e ()-1	E.	Section
400	400		Brey Clay	earth				128 actions		tion Ske		1.11.11.11.11	Activity
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. /	Geologic	Log									accurate to 1	ne best	or any	knowledge and belief.
11		struction Dia	agram			NAME (PE	RSON, FIRM, OR	CORPORATION)	(TYPED OR PRINTED)	)				
1	Geophys	ical Log(s)				114-3	50 U.S	. Hwy.	395-E	Susa	anville	>	Ci	96130
				-		11								
~		er Chemical	Analy	ses		ADDRESS	1000				CITYO	2/06/	196	STATE 2203ZIP
ATTAC	Soil / Wat Other CH ADDITIONAL				YIQT	-    Signed		mi	Tern	e		2/06/		STATE 2203ZIP

			37N/4E-34 Do not fill in
ORIGINAL		CALIFORNIA	Do not fill in
File with DWR		VATER RESOURCES	No.10251
Notice of Intent No		RILLERS REPORT	
Legal Permit No. or Date			State Well No.
			Other Well No.
C		(12) WELL LOG: Total	t depth250 ft. Depth of completed well
A		from ft. to ft. Formation (	Describe by color, character, size or material
C		0 - 8 Loose	silty sand and boulders
(2) LOCATION OF WELL (See instru-	retions):	8 - 12 Ash & 12 - 16 Silty	cinders w/ cobbles brown cinders
Well address if different from aboveOwner	s Well Number Pit 1-2	16 - 19 Silty	
	Section 34		y sanderone
Distance from cities, roads, railroads, fences, etc.	Section 7 T		cinders w/ cobbles
			Aders
			gray sandstone
			clayey sand
	(3) TYPE OF WORK:		clayey sand w/ volcanic
See attached location	New Well 🖄 Deepening 🗆	ash	A
map	Reconstruction		andstone
	Reconditioning  Horizontal Well		stordstone, dense
		250 -162 Sandy	
	Destruction (Describe destruction materials and procedures in Item 12	- sand	sandy tay, very fine
	(4) PROPOSED NOE		
	Domestic	Well was abando	and filled from
	Irrigation		gurface with
	Industrial	pea gravel ceme	st grout; from 40 ft
	Test Well	to ground surfa	ace grout placed outside
	Stock	casing in 90	-inch hole
	Municipal C		
WELL LOCATION SKETCH           (5) EQUIPMENT:         (6) GRAVE	Other		
	Sizen 1 (Stat 1)4		
Cable	7 - 1		
Other Bucket Repeat rom.	250 38	$() \vee -$	
(7) CASING INSTALLED: (8) PERFO		-	
Steel 😰 Plastic 🗆 Concrete Type of per	pration or lize of screep	9	
From To Dia. Gase or From	To Kas	-	
ft. ft Vin. Wall ft	ft. size	-	
210 0 0 10 210	150 X 32 x	2-1/2 -	
		-	
(9) WELL SEAL:	- MU		
	If yes, to depth <u>40</u> ft.	-	
	lo 🗆 Intervalft.	_	
Method of sealing Cement grout		Work started 10/25 19	77 Completed 11/4 1977
(10) WATER LEVELS: 60		WELL DRILLER'S STATE	MENT:
Depth of first water, if known Standing level after well completion	ft.	This well was drilled under my in knowledge and belief.	urisdiction and this report is true to the best of my
(11) WELL TESTS:		SIGNED avrel U.C.	aunance 952
Was well test made? Yes K No 🗆 If yes, I Type of test Pump 🖂 Bailer			(Well Driller)
Depth to water at start of testft.	At end of testft	NAME David Lawre	or corporation) (Typed or printed)
Dischargegal/min_afterhours	Water temperature	Address 1650 Orego	n St
Chemical analysis made? Yes 🗌 No 🕱 If yes, H	by whom?	CityRedding, C.	A

License No. 334700 Yes D No 🕱 If yes, attach copy to this report WR 188 (REV. 7-76) IF ADDITIONAL SPACE IS NEEDED, USE NEXT CONSECUTIVELY NUMBERED FORM CONTRACTORS AND AND ADDITIONAL SPACE IS NEEDED.

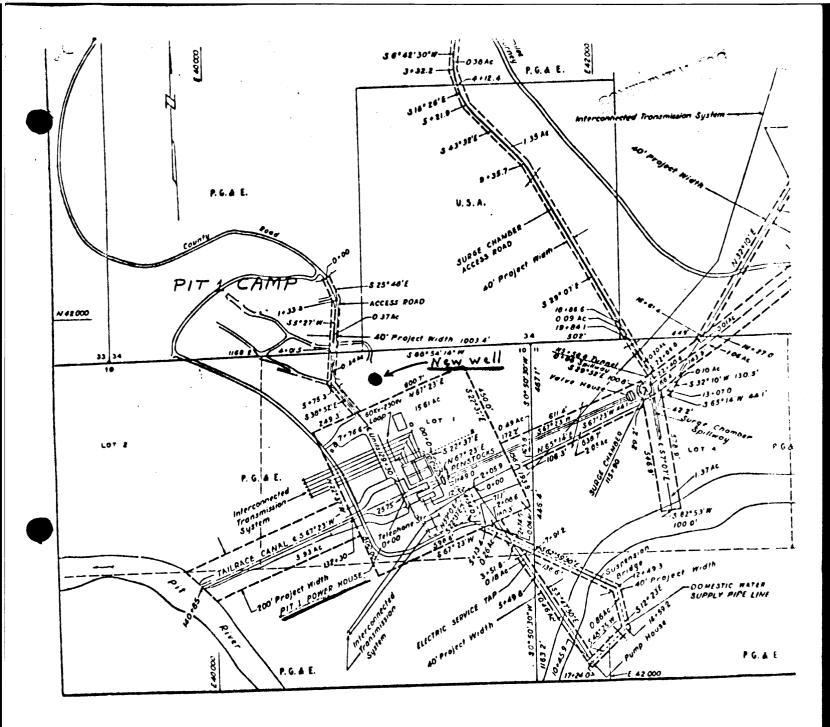
s electric log made?

11/7/77

Date of this report\_

			36 N/4E - 10 Do not fill in
ORIGINAL	STATE OF C		Do not fill in
File with DWR	THE RESOUR	VATER RESOURCES	No. 1025 <b>2</b>
	WATER WELL DI	1	
Notice of Intent No	WATER WELL DI		State Well No Other Well No
Local Permit No. or Date		<u> </u>	Other Well No
(		(12) WELL LOG: Total d	lepth_200 ft. Depth of completed well_0ft.
A		from ft. to ft. Formation ( De	escribe by color, character, size or material)
С			silty sand & boulders
(2) LOCATION OF WELL (See instru	ictions):	2	silt w/ cobbles
County	s Well Number Pit 1-1	60 - 200 Layers	A
Well address if different from above Pit 1 PC Township 36 H Range 4 E	Section 10	**	sandstone
Township         QO         Range         4+         E9           Distance from cities, roads, railroads, fences, etc		- ~	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
Distance from crites, foads, fairfoads, fences, etc		Well was aband	and filled from
			surface with
		pea-gravel cemer	nt grout
	(3) TYPE OF WORK:	$ \land $	
See attached location	New Well 🖄 Deepening 🗆		<b>&gt;</b>
map	Reconstruction		×~
	Reconditioning		×
	Destruction X (Describe	19 - 1110	
	destruction materials and procedures in Item 12		
	(4) PROPOSED NOT		C/ K
	Domestic	-	a lla
	Irrigation		'ລົ`
	Industrial		<u>ک</u>
	Text Well	M = 0	
	Stock E	) – <i>KD</i> ,	
WELL LOCATION SKETCH	Municip	\$ CV	
(5) EQUIPMENT: (6) GRAV	KD PACK:		
Rotary 😰 Reverse 🗆 🕅 😽	No Size		
Cable Air Disputer of	bore		
Other 🗌 Bucket 🗆 Ranked from	- A W		
	DRATIONS:		
Steel   Plastic   Concrete   Type of per	Grapon or size of screen	<u> </u>	
From To Dia Case or From	To ft.	-	
ft. ft( in. Wall ft		_	
None		_	
	- CAN VO		
(9) WELL SEAL:	All .	_	
Was surface sanitary seal provided? Yes 🔲 No	If yes, to depthft.	-	
Were strata sealed against pollution? Yes 🗌	No 🗌 Intervalft.		
Method of sealing		Work started 10/2419 WELL DRILLER'S STATE!	
(10) WATER LEVELS: Depth of first water, if known60	ft.		risdiction and this report is true to the best of my
Standing level after well completion	ft.	knowledge and belief.	Jamas ICO
(11) WELL TESTS:	ku whom?	SIGNED	Well Driller)
Was well test made? Yes 🕱 No 🗌 If yes, Type of test Pump 🗍 Bailer		NAME David Lawren	nce Well Drilling
Depth to water at start of testft.	At end of testft	Address 1650 Oregon	r corporation) (Typed or printed) St
Dischargegal/min_afterhours	Water temperature	City_ Redding, CA	zip_96001
Chemical analysis made? Yes □ No 之 If yes, → electric log made? Yes □ No X If yes,	by whom?attach copy to this report	License No. 334700	Date of this report 11/7/77
			MBERED FORM 43816-950 7-76 50M QUAD (1)T OSP
WR 188 (REV. 7-76) IF ADDITIONAL S	AVE IS REEDED, USE I		

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Your H2O Pro P. O. Box 233 Janesville, CA 96114 (530) 253-3601

CA License #867400

## **Estimate**

 DATE
 ESTIMATE NO.

 7/23/2024
 1217

### NAME / ADDRESS

MAYERS MEMORIAL HOSPTIAL DISTRICT P.O. BOX 459 FALL RIVER MILLS, CA 96028

### Ship To

MAYERS MEMORIAL HOSPTIAL DISTRICT 24500 PIT ONE POWER HOUSE RD. FALL RIVER MILLS, CA 96028

QTY			DESCRIPTION		EACH	TOTAL
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THANK YOU FO		\$77,963.33				
SHOULD THIS ESTIMATE MEET WITH YOUR APPROVAL, PLEASE PHONE OUR OFFICE AT YOUR EARLIEST CONVENIENCE FOR SCHEDULING.						\$0.00
Phone #	Phone # Fax # E-mail				\$77 0(2 22	
(530) 253-3	601	(530) 253-2881	KERRI@YOURH2OPRO.COM	<b>TOTAL</b> \$77,963.33		

Company / POC	Location	Status	Phone
Your H2O Pro	Janesville	Quote	530-253-3601
L Enlo Well Drilling LLC	McCloud	Quote	530-964-2807
Duane Connors	Adin	Quote	530-640-0521
Lee Connors	Cedarville	No Response	530-640-0119
Billy Roberts	Alturas	No Response	530-640-2773
Shasta Drilling	Redding	Declined	530-229-9120
Diamond Core Drilling Inc	Shasta Lake	Declined	530-275-8162
Smith's Pumps	Susanville	No Response	530-252-4420
Kings Backhoe & Well Drilling	Day	Declined	530-294-5921

Attachment L



## MAYERS MEMORIAL HOSPITAL DISTRICT

## **EMPLOYEE HANDBOOK**

Adopted by the MMHD Board of Directors

~ Always Caring... Always Here. ~

## ~ Mission Statement ~

Leading rural healthcare for a lifetime of wellbeing

## ~ Vision ~

Build the healthiest rural community through exceptional and accessible care

## ~ Values ~

I-RESPECT:

Integrity, Reliability, Excellence, Stewardship, Partnership, Equity, Compassion, Teamwork

## WELCOME TO MAYERS MEMORIAL HOSPITAL DISTRICT!

You were hired to fill an important position in achieving our mission.

Mayers Memorial Hospital District is entrusted to embrace our rural heritage and support the health and well-being of life in our communities.

It is through your dedication and commitment we achieve these goals.

Please remember that you will be looked upon by the public as a District representative and, as a result, they should see an organization that consists of competent professionals dedicated to each patient and resident, and to each other.

May you have a rewarding experience as a member of the MMHD Team.

### INTRODUCTION

As with any job change, you will experience a period of adjustment. You will want to know what you can expect from the District and what will be expected from you. You may have questions about your job duties, your benefits, and the general operation of our District. We believe in promoting an atmosphere of open communication and cooperation among all of our employees. This Handbook reflects that thinking. It has been prepared to provide you with general information about some of the rules and policies under which we operate. Although we cannot begin to cover every policy and rule, we hope you will find this Handbook helpful.

This Handbook is provided as a guide you may use to familiarize yourself with the District. It is provided and intended only as a helpful guide. The Handbook is not, nor should it be considered to be, an agreement or contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation. This Handbook states only general District guidelines. The District may, at any time, in its sole discretion, modify or vary anything stated in this Handbook—except as required by law, and except for the rights of the parties to terminate employment at will, which may only be modified by an express written agreement signed by you and the CEO of the District.

This Handbook supersedes all prior handbooks, manuals, policies, and procedures issued by the District.

Any violation of the policies and/or procedures set forth in this Handbook may result in disciplinary action, up to and including termination.

If you have any questions about the interpretation or application of specific sections of this Handbook, or matters not covered by this Handbook, please ask your supervisor or a Human Resource representative.

## **BASIC EMPLOYMENT POLICIES**

### EQUAL EMPLOYMENT OPPORTUNITY

The District is an equal opportunity employer. We enthusiastically accept our responsibility to make employment decisions without regard to age, ancestry, association with a member of a protected class, bereavement leave, color, disability (physical, intellectual/developmental, or mental health/psychiatric), exercising the right to family care and medical leave related to serious health condition of employee or family member, child bonding, or military exigencies, engaging in protected activity, gender identity or expression, genetic information or characteristic, marital status, medical condition (cancer or genetic characteristic), military and veteran status, national origin (includes language restrictions), pregnancy, childbirth, breastfeeding, or related medical conditions, Pregnancy Disability Leave (PDL), race (includes hairstyle and hair texture), religious creed (includes dress and grooming practices), reproductive health decision making, sex/gender, and sexual orientation and any other classification protected by federal, state, and local laws and ordinances. Our management is dedicated to ensuring the fulfillment of this policy with respect to hiring, placement, promotion, transfer, demotion, layoff, termination, recruitment advertising, pay, and other forms of compensation, training, and general treatment during employment.

Any violation of this policy will not be tolerated and will result in appropriate disciplinary action, up to and including termination. If you believe someone has violated this policy, you should bring the matter to the attention of your supervisor or a representative of the Human Resource Department. The District will promptly investigate the facts and circumstances of any claim this policy has been violated and take appropriate corrective measures

No one will be subject to, and the District prohibits, any form of discipline or retaliation for reporting perceived violations of this policy, pursuing any such claim, or cooperating in any way in the investigation of such claims.

Please review the Equal Employment Opportunity policy in MCN for additional information.

### NO HARASSMENT

The District does not tolerate harassment of our job applicants, contractors or employees by another employee, patient, resident, vendor or any third party. Any form of harassment on the basis of age, ancestry, association with a member of a protected class, bereavement leave, color, disability (physical, intellectual/developmental, or mental health/psychiatric), exercising the right to family care and medical leave related to serious health condition of employee or family member, child bonding, or military exigencies, engaging in protected activity, gender identity or expression, genetic information or characteristic, marital status, medical condition (cancer or genetic characteristic), military and veteran status, national origin (includes language restrictions), pregnancy, childbirth, breastfeeding, or related medical conditions, Pregnancy Disability Leave (PDL), race (includes hairstyle and hair texture), religious creed (includes dress and grooming practices), reproductive health decision making, sex/gender, and sexual orientation and any other classification protected by federal, state, and local laws and ordinances is a violation of this policy and will be treated as a disciplinary matter. The District has zero tolerance for harassment and is committed to a workplace free of any unlawful harassment.

**Harassment Defined-** Harassment as defined in this policy is unwelcome verbal, visual or physical conduct creating an intimidating, offensive, or hostile work environment that interferes with work performance. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), graphic (including offensive posters, symbols, cartoons, drawings, computer displays, or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion towards an individual because of any protected characteristic. Such conduct violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, you are expected to behave at all times in a professional and respectful manner.

<u>Sexual Harassment Defined-</u> Sexual harassment under this policy can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature.

### Examples of conduct that violates this policy include:

- Unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movement
- Requests for sexual favors or demands for sexual favors in exchange for favorable treatment
- Obscene or vulgar gestures, posters, or comments
- Sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies
- Propositions, or suggestive or insulting comments of a sexual nature or otherwise based on a protected characteristic
- Derogatory cartoons, posters, and drawings
- Sexually-explicit or otherwise inappropriate e-mails or voicemails
- Uninvited touching of a sexual nature
- Unwelcome sexually-related or otherwise inappropriate comments
- Conversation about one's own or someone else's sex life
- Conduct or comments consistently targeted at only one gender, even if the content is not sexual
- Teasing or other conduct directed toward a person because of the person's gender.

Such conduct is unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, patient, vendor, or other third party.

**Reporting Procedures-** The following steps have been put into place to ensure the work environment at the District is respectful, professional, and free of unlawful harassment. If you believe someone has violated this policy, you should promptly bring the matter to the immediate attention of a Personnel Resources representative. If you make a complaint under this policy and have not received a satisfactory response within

five (5) business days, you should contact the CEO immediately.

**Investigation Procedures.** The District will promptly investigate the facts and circumstances of any perceived violation of this policy. To the extent possible, the District will endeavor to keep the reporting employee's concerns confidential. During the investigation, the District generally will

Interview the complainant and the alleged harasser.

- Conduct further interviews as necessary
- Document the District's findings regarding the complaint.
- Document recommended follow-up actions and remedies, if warranted.
- Inform the complainant and the alleged harasser of the District's findings.

Any supervisor who learns of any potential violation of this policy must immediately report the matter to the Director of Human Resources or CEO.

All employees are expected to fully cooperate with internal investigations that may be initiated by the District to examine any perceived violation of this policy. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation and disclosing any and all information that may be pertinent to the investigation.

Upon completion of the investigation, the District will take corrective measures against any person who has engaged in conduct in violation of this policy, if the District determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of position or title, whom the District determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination.

**No Retaliation-** No employee will be subject to, and the District prohibits, any form of discipline or retaliation for reporting perceived violations of this policy, pursuing any such claim, or cooperating in any way in the investigation of such claims. If you believe someone has violated this policy against retaliation, you should bring the matter to the immediate attention of a supervisor or a Personnel Resources representative. Anyone, regardless of position or title, whom the District determines has engaged in conduct that violates this policy against retaliation will be subject to discipline, up to and including termination.

Please review the Harassment, Discrimination and Retaliation Prevention policy in MCN for additional information.

## RIGHTS OF VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT AND STALKING

Employees that are victims of domestic violence, sexual assault, stalking, crimes that cause physical injury or mental injury, and crimes involving a threat of physical injury; and of employees whose immediate family member is deceased as a direct result of crime as the right to:

• Take time off

- Reasonable accommodation
- Be free from retaliation and discrimination

### REASONABLE ACCOMMODATIONS

We recognize and support our obligation to reasonably accommodate employees with disabilities or religious beliefs or practices who are able to perform the essential functions of the position, with or without reasonable accommodation. The District will provide reasonable accommodation to otherwise qualified employees unless doing so would impose an undue hardship on the District.

If you believe you need a reasonable accommodation, please contact a Human Resource representative.

### **OPEN-DOOR POLICY/INTERNAL COMPLAINT PROCEDURE**

The District is committed to providing employees with the means necessary to resolve any concerns they may have regarding the workplace. Management has an open-door policy for all employees. All employees should feel comfortable speaking with their coworkers, supervisors, managers or District administration at any time to address issues that are interfering with their ability to work efficiently and productively

Please review the Internal Complaint Procedure policy in MCN for additional information.

### EMPLOYMENT CLASSIFICATIONS

Employees belong to one or more of the following classifications:

**Exempt Employees:** Salaried employees whose work duties exempt them from the overtime provisions of the federal Fair Labor Standards Act.

**Non-Exempt Employees:** Employees who are covered by the overtime provisions of the federal Fair Labor Standards Act. Non-exempt employees are entitled to an overtime premium for overtime work in accordance with federal law.

**<u>Regular Full-Time Employees</u>**: Employees scheduled to work no less than 30 hours per week and 60 hours per reoccurring 14-day cycle. Regular full-time employees are eligible for all District benefits, subject to any waiting periods or other specific participation restrictions.

**Full Time – Non Benefitted Employees:** Employees who elect to receive additional compensation in lieu of District benefits including all District insurance coverage, benefit hours and participation in the retirement plan. Full Time – Non Benefit employees will still receive Paid Sick Time.

**Regular Part-Time Employees:** Employees who are scheduled to work less 30 hours per week. Regular part-time employees hired prior to September 1, 2008 working at least 24 hours a week are eligible for District benefits, subject to any waiting periods or other specific participation restrictions for that benefit. Part-Time employees hired after September 1, 2019 working less than 30 hours a week are not eligible for District benefits.

**<u>Per Diem:</u>** Employees in a clinical or nursing department, that are available to work at least 3 shifts a month. Per Diem employee will be paid additional compensation but will not be eligible for benefits.

**Casual Employees:** Employees that are not required to maintain regularly scheduled hours. If a casual employee is subsequently granted regular, full, or part time status, any waiting period necessary to receive benefits will be calculated from the employee's first day of the new status change. Casual employees who are not available for work when scheduled, who have not worked for a period of three (3) months, and/or who do not inform their department of their availability to work on a regular basis may be separated from employment.

### AT-WILL EMPLOYMENT

The District's policy is that employment is "at-will." You are free to leave the District at any time, with or without a reason and with or without notice. The District also has the right to end your employment at any time, with or without a reason and with or without notice. Although the District may choose to end your employment for a cause, cause is not required. Further, the District has the right to manage our work force and direct our employees. This includes the right to hire, transfer, promote, demote, reclassify, lay off, terminate, or change any term or condition of employment at any time, with or without a reason and with or without notice unless otherwise required by law

No one, other than the CEO of the District or an employed provider, may enter into an agreement for employment for a specific period of time or make any agreement contrary to the policy of at-will employment.

### INTRODUCTORY PERIOD

If you are a non-exempt employee, the first 90 days of your employment are an introductory period. If you are an exempt employee, the first 180 days of your employment are an introductory period. The introductory period is to be used by both you and your supervisor to get acquainted, to establish a basis for communication, and to evaluate your work performance. It is also used to identify the degree of initiative, skill, and responsibility the job requires, and if it is a good match for you. If applicable, the introductory period may be extended. Any extension of the introductory period will not have an adverse impact on your eligibility to participate in benefits you may have otherwise been eligible to receive. Completion of the introductory period is not, in any way, unqualified acceptance by the District of your performance or an assurance of continued employment.

### **EMPLOYMENT OF RELATIVES**

For reasons of supervision, safety, security, morale and to avoid potential conflicts of interest, relatives of current employees will not be employed under the direct supervision of one another nor will they be placed in the same department and/or shift if potential conflict exists. For purposes of this policy, "relative" means spouse, registered domestic partner, mother, father, children, sisters, brothers, mother and father-in-law, sons and daughters-in-law, cousins, aunts and uncles.

Current employees who become related, for example, by virtue of marriage, to another

current employee will be permitted to continue employment. However, the District may reassign one of the employees if a supervisory relationship exists between the employees to avoid an actual or potential conflict of interest.

### EMPLOYEE ORIENTATION AND CONTINUED EDUCATION

All employees participate in an employee orientation process to ensure they understand the District's philosophy, mission, policies and procedures. The orientation process begins with a new hire orientation and continues throughout an employee's tenure with the District through annual reorientations and department orientations. All employees are required to participate in orientation sessions and will be paid for their time. For non-exempted employees, orientation hours should be completed during scheduled time and on campus.

Employees in certain positions may be required to participate in continuing education programs. For additional information, contact Director of Staff Development or Clinical Educator.

### **IDENTIFICATION**

All employees are given an employee identification badge. The badge must be worn in a visible location at least waist high for easy viewing by patients and visitors at all times when on duty. In the event of a disaster, your badge may serve as your pass to the District's facilities. In the event that the badge is lost or damaged, employees must notify HR as soon as possible so a replacement badge may be generated and the previous badge deactivated.

Employees are also required to return their badge at separation of employment.

### HOURS AND PAY

#### PAY PERIOD

A pay period is defined as a 14-day period beginning the same time every other Sunday and ending every other Saturday.

There are 26 pay periods during each calendar year.

#### MMH WORKWEEK

For payroll purposes, the workweek is defined as seven (7) consecutive days beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday.

The workday is defined as the 24-hour period following the start of an assigned shift.

#### SCHEDULE

When you begin your employment with us, you will be advised of your schedule. From time-to-time, it may be necessary to change your work schedule. Your cooperation with any such changes is both expected and appreciated. We will do our best to give you as much advance notice as possible of any changes in your work schedule. We also will try to keep all unscheduled changes to a minimum.

All employees share weekend and holiday shifts when applicable to their department. Although you are initially assigned to a specific position, it may be necessary to assign you to another job, shift, or department where your skills can best be used to assure proper care of our patients and residents. If such reassignment is required, you will be given as much advance notice as possible. Refusal of reassignment may constitute grounds for disciplinary action, up to and including termination.

Please review the Scheduling policy in MCN for additional information.

#### TIME REPORTING

It is the employee's responsibility to accurately record hours worked or request time off in the time and attendance system.

Exempted employee salary will be prepopulated into the system, and only alterations to regulars hours need to be requested for approval in the system such as requesting PTO, Holiday or Sick Time off.

Recording time or altering time on a timecard other than your own may lead to discipline, up to and including termination.

#### MEAL PERIODS AND REST BREAKS

California law requires that each non-exempt employee be given at least a 30-minute, uninterrupted meal period each day if the employee works at least five hours. Employees who work fewer than five hours are not entitled to a meal period. You will also receive a paid 15-minute rest period for every four (4) hours you work. Rest breaks

and meal periods may not be combined or taken at the beginning or end of a shift. You must notify your supervisor prior to leaving the work area for a rest break or meal period, or to leave the District campus for any reason during your shift.

Please review the Meal and Rest Period for Non-Exempt Staff policy in MCN for additional information.

#### HOURS OF WORK AND OVERTIME

The nature of our business sometimes requires employees to work overtime. Your supervisor will notify you when you are required to work overtime. We expect and appreciate your cooperation. We will try to provide you with advance notice of any overtime required.

If you are a non-exempt employee, you will be paid overtime in accordance with applicable law.

All overtime requires the advance approval of management unless extenuating circumstances exist. Abuse of overtime is considered cause for disciplinary action, up to and including termination.

Please review the Hours of Work and Overtime policy in MCN for additional information.

#### **ON CALL PRACTICES**

The nature of our business may also require some staff members to be places on standby and be available to be called in if necessary. Non-exempt employees are entitled to premium pay in those circumstances.

Please review the On Call Practices policy in MCN for additional information.

#### **CENSUS TIME**

The District will make reasonable efforts to notify employees when work volume eliminates the need to report for a scheduled shift. Employees who report to work and are sent home before working at least one-half of their scheduled shift will be paid for one-half of their scheduled shift up to a maximum of four (4) hours. The remaining time off will be unpaid unless the employee chooses to use accrued PTO or is placed on "Low Census Standby."

Please review the Census Time policy in MCN for additional information.

#### ATTENDANCE

Every employee contributes on a daily basis to the success of our business and the quality of care we deliver. It takes cooperation and commitment from everyone in the District to operate efficiently. Your attendance is vital to the success of the District. When you are absent from work, it places an additional burden on co-workers and supervisors and interferes with our ability to perform services for our patients. Therefore, we have established attendance standards we expect all employees to follow. Once the schedule is posted, you are expected to report as scheduled. There may be

times when your absence or tardiness cannot be avoided. In those cases, you are expected to notify your supervisor or the House Supervisor at least two (2) hours before you are scheduled to being your shift. You must speak with your supervisor or the House Supervisor personally and you may not simply leave a voicemail message.

You must call in every day you are absent unless excused by your supervisor or the Personnel Department. If you fail to call in and not report for work for three (3) consecutive days, you may be considered to have voluntarily resigned your employment with the Hospital.

A pattern of poor attendance or tardiness will result in disciplinary action, up to and including termination of employment.

Please review the Attendance policy in MCN for additional information.

#### YOUR PERSONNEL AND PAYROLL RECORDS

It is important your personnel records are accurate and up-to-date. You should notify the District of any change in your name, address, telephone number, marital status, number of dependents, or emergency contact telephone number

You may view your personnel file upon request. Requests should be directed to the Human Resource Department. A Human Resource representative will schedule a mutually convenient time for you to review your file.

In addition, you may request a copy of your payroll records. Please make any such request in writing to the Finance Department. The District will provide the copies within 21 days of your request. You may responsible for paying the reasonable expenses incurred in copying such records for you.

### **BENEFITS AND LEAVE OF ABSENCE**

#### TIME AWAY FROM WORK

We understand employees need time away from work for various reasons. Because employees have diverse needs for time off from work, we have established multiple programs and policies to support this time off.

Please refer to the Paid Time Off, Holiday Time Off, Paid Sick Time and Bereavement policy in MCN for additional information.

#### JURY DUTY AAND TIME OFF TO VOTE

If an employee is summoned to Jury Duty, they will be paid regular rate of pay for scheduled shifts missed.

If an employee is scheduled to work during an Election Day, and does not have sufficient time outside of working hours to vote, California law allows the them to take up to two hours off to vote.

#### EMPLOYEE RELIEF FUND

We are proud of our employees and their willingness to help one another out when necessary. The Employee Relief Fund provides assistance for employees who are experiencing a "major life event." A major life event is not easily defined, but may include the need for assistance with food, clothing, shelter, transportation, or for care during an illness.

Please refer to Employee Relief Fund policy in MCN for additional information.

#### RETIREMENT

Benefit eligible employees (both full-time and part-time) are eligible to participate in District's retirement plan after they complete their probationary period. Eligible employees may contribute to 401K and ROTH programs. The District will match their contribution up to 3%.

A summary of the plan description, and assistance in completing the retirement plan registration, is available from the Finance Department.

#### EMPLOYEE EDUCATION ASSISTANCE and TUITION ASSISTANCE PROGRAM

We encourage employees to develop new skills to qualify for career advancement. To the extent practical, we will work with employees attempting to improve their career opportunities. The Human Resource Department is available to discuss the education assistance that may be available to you.

Eligible employees may also request to receive assistance or reimbursement for tuition for approved colleges, universities, community colleges, professional organizations, correspondence schools, or institutions for higher learning leading to certifications and/or degrees in a healthcare related field.

Please review the Tuition Assistance Program policy and forms in MCN for additional information.

#### **INSURANCE PLANS**

Details of the District's insurance plans, including a medical plan, a dental plan, a vision plan and life insurance are contained in summary plan descriptions. The summary plan descriptions are provided, to employees when they become eligible for coverage. They are also available from the Human Resource Department and Intranet.

The District pays a portion of the applicable premiums for the insurance plans. Employees may pay for their share of individual or dependent coverage on a pre-tax basis.

Employees on a leave of absence may continue their insurance coverage for a maximum of 12 weeks. After that point, employees may not be benefit eligible any longer and may convert to COBRA coverage.

Insured employees that terminate employment may continue coverage in accord with plan provisions and in accord with COBRA regulations.

Please contact the Benefit Administrator if you have any questions about the District's insurance plans.

#### WAGE REPLACEMENT BENEFITS FOR FAMILY LEAVE

If you have been approved to take time off work to care for a child, spouse, parent, or registered domestic partner with a serious health condition, or to bond with a new child please advise the Human Resource Department, and you will be given information about the Paid Family Leave program, which is administered by the Employment Development Department (EDD) and how to apply for benefits.

Please note, taking time off work to care for a covered child, spouse, parent, or domestic partner with a serious health condition or to bond with a new child does not guarantee you job reinstatement unless you qualify for such reinstatement under federal or state family and medical leave laws. Please see the "Family and Medical Leave" section in this Handbook for eligibility requirements

#### PERSONAL LEAVE OF ABSENCE

A personal leave of absence without pay may be granted to regularly-scheduled, fulltime employees who have completed at least 12 months of continuous service. A personal leave of absence may be considered when the employee has a need for a leave that is not covered by other leaves of absence provided by the District. Personal leaves may not be taken to extend the length of any other leave of absence granted by the District. Any personal leave granted will run concurrently with other leaves to which the employee is entitled under the law

A written request for a personal leave of absence must be presented to your supervisor at least 2 weeks before the leave is to begin. The request will be considered on the basis of the compelling nature of the reason given, the length of time requested, our business requirements, your length of service and your performance record.

The leave of absence, when granted, will be for a period of up to 60 days. Under unusual circumstances, an extension may be granted for a like period if a written request is submitted and approved in writing by the Personnel Department prior to the expiration of the leave.

<u>Insurance</u> - During a personal leave of absence, you must pay all premiums in advance of the leave to continue participating in the District insurance plans. Failure to pay the premium will result in cessation of coverage when the leave begins, and will subject you to a 90 day waiting period for resuming coverage after returning from leave

<u>Other Work</u> - You may not accept other work during a personal leave without prior written approval of the Personnel Department

<u>Failure to Return to Work</u>- Failure to return to work on the expiration of your leave may be deemed a voluntary resignation of your employment with the District.

<u>Reinstatement</u>- If the leave is for fewer than 30 days, the District will attempt to return you to your former position or to place you in a comparable job. If the leave exceeds 30 days or your former position has been filled or eliminated, or no comparable job exists, you may, in the District's discretion, be placed in an existing job for which you are qualified.

#### PREGNANCY DISABILITY LEAVE

If you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave ("PDL"). If you are affected by pregnancy or a related medical condition, you also are eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated

In addition, if it is medically advisable for you to take intermittent leave or work a reduced leave schedule, the District may require you to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave

<u>Duration of Leave</u> - The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth, or related medical condition up to four months (or 88 work days for a full-time employee) for each pregnancy. The PDL does not need to be taken in one continuous period of time, but can be taken on an as-needed basis. Time off needed for prenatal care, severe morning sickness, health care provider-ordered bed rest, childbirth, and recovery from childbirth is covered by PDL. We treat your pregnancy disability the same as we treat other disabilities of similarly-situated employees.

<u>Medical Certification</u>. You are required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability of a transfer. The certification should include: (1) the date on which you became disabled due to pregnancy or the date of the medical advisability of a transfer; (2) the probable duration of the period(s) of disability or the period(s) for the advisability of a transfer; and, (3) a statement that, due to the disability, you are either unable to work at all or to perform any

one or more of the essential functions of your position without undue risk to yourself or to other persons, or a statement that, due to your pregnancy, a transfer to a less strenuous or hazardous position or duties is medically advisable

As a condition of your return from PDL, the District requires you to obtain a release to return to work from your health care provider stating you are able to resume your original job duties

<u>Leave is Unpaid</u>. PDL is unpaid by the District. However, at your option, you may use accrued PTO as part of your PDL before taking the remainder of your leave on an unpaid basis

We encourage you to contact the Employment Development Department regarding your eligibility for state disability insurance for the unpaid portion of your leave

<u>Leave Concurrent with Family and Medical Leave</u>. If you are eligible for leave under the federal Family and Medical Leave Act, your PDL will also be designated as time off under the Family and Medical Leave Act. Please refer to the "Family and Medical Leave" policy in this Handbook for additional information

**<u>Return to Work.</u>** If you do not return to work on the originally-scheduled return date or request in advance an extension of the agreed upon leave with appropriate medical documentation, you may be deemed to have voluntarily resigned your employment with the District. Failure to notify the District of your ability to return to work when it occurs, or your continued absence from work because your leave must extend beyond the maximum time allowed, may also be deemed a voluntary resignation of your employment with the District, unless you are entitled to Family and Medical Leave. Upon your return from PDL, you will be reinstated to your prior position in most instances

Taking a PDL may impact certain of your benefits and your seniority date. If you would like more information regarding your eligibility for a leave and the impact of the leave on your seniority and benefits, please contact the Human Resource Department.

**Request for Additional Time Off.** Any request for leave after your disability has ended will be treated as a request for Family and Medical Leave under the California Family Rights Act and the federal Family and Medical Leave Act, if you are eligible for such leave. Please refer to the "Family and Medical Leave" policy in this Handbook for additional information.

You will not earn any additional time off during the unpaid portion of your leave.

#### FAMILY AND MEDICAL LEAVE

**The Leave Policy.** Under the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), eligible employees may take up to 12 weeks of unpaid Family and Medical Leave within any rolling 12-month period (measured backward from the date of the commencement of any Family and Medical Leave) and be restored to the same or a comparable position upon the employee's return from leave provided: (1) the employee has worked for the District for at least 12 months, and for at least 1,250 hours in the last 12 months; and (2) the employee is employed at a worksite that has 50 or more employees within a 75-mile radius.

**<u>Reasons for Leave</u>**. You may take Family and Medical Leave for any of the following reasons: (1) the birth of a child and to care for such child; (2) the placement of a child with you for adoption or foster care and to care for the newly-placed child; (3) to care for a spouse, registered domestic partner, child, or parent ("covered relation") with a serious health condition; or (4) because of your own serious health condition that renders you unable to perform an essential function of your position. Leave because of reasons "1" or "2" must be completed within the 12-month period beginning on the date of birth, adoption, or placement. In addition, spouses employed by the District who request leave because of reasons "1" or "2" only may take a combined total of 12 weeks leave during any 12-month period

If your need for Family and Medical Leave is foreseeable, you must give the District at least 30 days' prior notice of the need for leave, preferably in writing. If this is not possible, you must at least give notice as soon as practicable (generally either the same day or the next business day of learning of your need for leave). Failure to provide such notice may be grounds for delay of leave. Additionally, if you are planning a medical treatment, you must consult with the District first regarding the dates of such treatment. Where the need for leave is not foreseeable, you should notify the District within the time prescribed by the District's usual and customary notice practices.

<u>Medical Certification and Recertification</u>- If you are requesting leave because of your own or a covered relation's serious health condition, you must provide appropriate medical certification from the relevant health care provider within 15 calendar days after you request leave, if practicable. You may obtain medical certification forms from the Personnel Department. If you provide at least 30 days' notice, you should provide the medical certification before leave begins. Failure to timely provide a complete and clear medical certification may be grounds for delay or denial of leave

The District, at its expense, may require an examination by a second health care provider designated by the District, if it reasonably doubts the medical certification you initially provide for your own serious health condition. If the second health care provider's opinion conflicts with the original medical certification, the District, at its expense, may, but is not required to, retain a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion

The District may require a new medical certification annually if a serious health condition continues beyond one 12-month leave-year. The District may require recertification under certain circumstances such as when a current certification expires, upon request for an extension of the leave, after the expiration of the anticipated minimum duration of the serious health condition, if circumstances have changed, or at six (6) month intervals for certain conditions. Failure to timely provide (within 15 days if practicable) a complete and clear medical certification may be grounds for delay or denial of leave

**<u>Reporting While on Leave-</u>** If you take leave because of your own serious health condition or to care for a covered family relation, you must contact the Personnel Resources Director as directed regarding the status of the condition and your intention to return to work. In addition, you must give reasonable notice (within two (2) business days if feasible) if the dates of leave change or are extended or initially were unknown.

**Leave is Unpaid**- Family and Medical Leave is unpaid leave. You must use accrued PTO for unpaid Family and Medical Leave

The substitution of PTO for unpaid leave does not extend the maximum 12-week leave period. Further, in no case may the substitution of PTO for unpaid leave result in you receiving more than 100% of your salary. If you are not eligible to substitute PTO, you may still be eligible for unpaid Family and Medical Leave

You will not earn any additional PTO during the unpaid portion of your leave Medical and Other Benefits- For the first 12 weeks of an approved Family and Medical Leave, the District will maintain your health benefits as if you continued to be actively employed. If you take a leave for disability caused by pregnancy, childbirth, or a related medical condition and follow that leave with "bonding" leave to care for your newborn child, your leave may exceed 12 weeks, but the District will only pay for medical benefits for the first 12 weeks you are on leave. If paid leave is substituted for unpaid Family and Medical Leave, the District will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium as directed by the District. Your health care coverage will cease if your premium payment is more than 30 days late. If your payment is more than 30 days late, we will send you a letter to this effect. If we do not receive your co-payment within 15 days of that letter, your coverage may cease. If you elect not to return to work for at least 30 calendar days at the end of the leave period, you may be required to reimburse the District for the cost of the health benefit premiums paid by the District for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control

Intermittent and Reduced Schedule Leave-Leave because of a serious health condition, including pregnancy-related disabilities, may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced-leave schedule (reducing the usual number of hours you work per workweek or workday) if there is a medical need for the leave, and if that need can be best accommodated through an intermittent or reduced leave schedule. Employees also may be eligible for certain intermittent leave for birth or placement of a child

For salaried employees, if leave is unpaid, the District may reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced leave schedule, the District may temporarily transfer you to an available alternative position that better accommodates your recurring leave and has equivalent pay and benefits.

**<u>Returning from Leave-</u>** If you take leave because of your own serious health condition (except if you are taking intermittent leave), you cannot return to work until you provide the District with a return-to-work medical certification form from your health care provider that states you are fit to return to work and listing any limitations or restrictions on your ability to perform the essential functions of your former position. You may obtain return-to-work medical certification forms from the Personnel Department. No employee will be permitted to resume work until a return-to-work medical certification form is provided.

Under most circumstances, an employee who returns from a Family and Medical Leave will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. In addition, if you do not return to work you are not entitled to an accrual of seniority or

employment benefits that may have occurred during a leave period.

**No Work While on Leave-** Taking another job while on Family and Medical Leave or any other authorized leave of absence may be considered a voluntary resignation of your employment with the District. This does not include outside employment previously approved by the District

**Definitions**- For the purposes of this policy, the following definitions apply

Spouse" means a partner in marriage as defined in California Family Code section 300

Registered Domestic Partner" means two adults who have established a domestic partnership in accordance with the requirements of California law, as explained below:

- 1. A domestic partnership is established in California when both persons file a Declaration of Domestic Partnership with the Secretary of State, and, at the time of filing, all of the following requirements are met:
  - a) Both persons have a common residence
  - b) Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity
  - c) The two persons are not related by blood in a way that would prevent them from being married to each other in this state
  - d) Both persons are at least 18 years of age;
  - e) Either of the following:
    - i. Both persons are members of the same sex
    - ii. One or both of the persons meet the eligibility criteria under Title II of the Social Security Act as defined in 42 U.S.C. Section 402(a) for old-age insurance benefits or Title XVI of the Social Security Act as defined in 42 U.S.C. Section 1381 for aged individuals. Notwithstanding any other provision of this section, persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over the age of 62; and
  - f) Both persons are capable of consenting to the domestic partnership.
- 2. Have a common residence" means that both domestic partners share the same residence. It is not necessary that the legal right to possess the common residence be in both of their names. Two people have a common residence even if one or both have additional residences. Domestic partners do not cease to have a common residence if one leaves the common residence but intends to return:

"Parent" includes biological, foster, adoptive, step-parents, or a legal guardian or other person who stood in loco parentis to the employee when the employee was a child, but does not include parent in-law.

"Child" includes biological, adopted, foster children, step-children, legal wards, and other persons for whom the employee acts in the capacity of a parent and who is either under 18 years of age or over 18 year of age but incapable of caring for himself or herself because of a physical or mental disability at the time the Family and Medical Leave is to commence. "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves:

- 1. "Inpatient care," meaning an overnight stay in a hospital , hospice, or residential care facility, including any period of "incapacity" or any subsequent "treatment" in connection with such inpatient care; or
- 2. "Incapacity and treatment," meaning a period of incapacity of more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves two (2) or more treatments (in-person visits with the first or only visit taking place within seven (7) days of the first day of incapacity) within 30 days of the first day of incapacity, unless "extenuating circumstances" (i.e., circumstances beyond the employee's control that prevent the follow-up visit) exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care provider; or one (1) treatment (in-person visit within seven (7) days of the first day of incapacity) by a health care provider which results in a "regimen of continuing treatment" under the supervision of the health care provider (e.g., prescription medication); or
- 3. Only under the FMLA, any period of incapacity because of pregnancy or prenatal care (even without treatment by a health care provider during the absence and even if the absence is less than three (3) days (e.g., morning sickness)); or
- 4. Any period of incapacity or treatment because of a "chronic serious condition" (even without treatment by a health care provider during the absence and even if the absence is less than three (3) days if the condition requires at least two (2) periodic visits a year for treatment by a health care provider, or by a nurse under direct supervision of health care provider; continues over an extended period of time; and may cause episodic rather than a continuing period of incapacity (e.g., asthma attack, migraine headaches, etc.)); or
- 5. Any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's a severe stroke, or the terminal stages of a disease); or
- 6. Any period of absence to receive multiple treatments by health care providers or provider of health care services (under order or referral of a health care provider) either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive full calendar days if untreated (e.g., cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis)).

"Health care provider" means: (1) an MD or DO licensed by the state (or country) in which he or she practices; (2) podiatrists, dentists, clinical psychologists, optometrists, or chiropractors (limited treatment consisting of manual manipulation of the spine to correct

a subluxation as demonstrated by X-ray to exist) authorized to practice under the state law; (3) nurse practitioners, nurse-midwives, clinical social workers and physician assistants authorized under state law; (4) Christian Science practitioners; (5) a health care provider who practices in a foreign country in accordance with the laws of that country and; (6) any other health care provider from whom the employer or the employee's group health plan benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits. Needed to care for" a covered relation encompasses: (1) physical and psychological care of a child, spouse, domestic partner, or parent with a serious health condition; and (2) where the employee is needed to fill in for others providing care or to arrange for third party care of a child, spouse, domestic partner, or parent who is receiving inpatient or home care (the employee need not be the only individual or family member available to provide care).

The phrase "unable to perform the functions of his or her job" means an employee is: (1) unable to work at all; or (2) unable to perform any one of the essential functions of his or her position at the time notice is given or leave commenced, whichever is earlier. The term "essential functions" is borrowed from the Americans with Disabilities Act (ADA) and state disability discrimination laws to mean "the fundamental job duties of the employment position," but does not include the marginal functions of the position

#### SERVICE MEMBER FAMILY AND MEDICAL LEAVE

The federal Family and Medical Leave Act provides eligible employees time off from work for a covered family member's service in the Armed Forces ("Service member FMLA").

This policy supplements our current "Family and Medical Leave" policy and provides general notice of your rights to Service member FMLA. Except as mentioned below, your rights and obligations with respect to Service member FMLA are governed by our existing "Family and Medical Leave" policy to the extent they are applicable.

**Leave Entitlement**. Service member FMLA provides eligible employees unpaid leave for either of the following reasons

- Qualifying Exigency. A "qualifying exigency" arising out of a spouse, parent or child's active duty or call to active duty in support of a contingency operation as a member of the reserve components of the Army National Guard of the United States, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard of the United States, Air Force Reserve, Coast Guard Reserve, or a retired member of the Regular Armed Forces or Reserve. An eligible employee may take FMLA leave for any of the following "qualifying exigencies:" (a) short-notice deployment (fewer than seven (7) days' notice), (b) military events and related activities, (c) childcare and school activities, (d) financial and legal arrangements, (e) counseling, (f) rest and recuperation, (g) post-deployment activities, and (h) other additional activities to address events that arise out of the covered military member's active duty or call to active duty. Please consult with the Personnel Department for additional information about what qualifies under this section.
- 2. <u>To Care for a Covered Service member</u>. To care for a spouse, parent, child or next of kin who has suffered an injury or illness in the line of duty while on active

duty (including being on the temporary disability retired list) in the Armed Forces, including the National Guard or Reserves, provided that such injury or illness renders the family member medically unfit to perform duties of the member's office, grade, rank or rating.

**Duration of Service member FMLA.** When leave is due to a "qualifying exigency," an eligible employee may take up to 12 workweeks of leave during any 12-month period. However, unless another covered reason applies, leave because of "short-notice" deployment may not exceed seven (7) calendar days, beginning on the date a covered military member is notified of an impending call or order to active duty in support of a contingency operation.

When leave is to care for an injured or ill service member, an eligible employee may take up to 26 workweeks of leave during a single 12-month period to care for each injured or ill service member and/or injury or illness. The 12-month period begins on the first day of leave. Leave to care for an injured or ill service member, when combined with other FMLA/CFRA-qualifying leave, may not exceed 26 weeks in a single 12-month period. If an employee is eligible for leave to care for more than one service member or because of more than one injury or illness to the same service member within the same single 12month period, the employee is limited to a total of 26 workweeks during that 12-month period. Any portion of the 26 workweeks of leave remaining at the end of the single 12month period is forfeited.

If you and your spouse both work for the District, your combined leave can be limited to 26 weeks in a 12-month period.

Service member FMLA runs concurrent with other leave entitlements provided under federal, state and local law. If leave to care for a covered service member is taken concurrently with leave for another FMLA-qualifying reason, the leave will first be designated as service member leave.

**Notice of Need for Service member FMLA.** You must provide as much advance notice as practicable of your need for Service member FMLA. If the leave is for the planned medical treatment of a covered service member, you must provide 30 days' advance notice, unless notice is not practicable. If 30 days' notice is not practicable, you must provide notice as soon as is practicable.

<u>Certification</u>. If you are requesting leave for a "qualifying exigency," the District may require you to provide a copy of the covered service member's active duty orders or other documentation verifying the covered service member is on active duty or has been called to active duty to support a contingency operation, and the dates of active service. The District may also require you to provide a certification verifying eligibility for leave.

If you are requesting leave to care for a covered service member, the District may require you to provide a medical certification from an authorized health care provider verifying certain information regarding the covered service member and his or her injury or illness. For purposes of this certification, the term "health care provider" includes: (a) a United States Department of Defense health care provider; (b) a United States Department of Veterans Affairs health care provider; (c) a United States Department of Defense TRICARE network authorized private health care provider; or (d) a United States Department of Defense non-network TRICARE authorized health care provider.

<u>Verification</u>. If you request leave because of a "qualifying exigency," the District may contact the Department of Defense to verify the covered service member is on or has been called to duty. Additionally, if you are taking leave to meet with a third party, the District may contact the third party to verify the meeting and its purpose.

#### LEAVE OF ABSENCE OTHER THAN FAMILY AND MEDICAL LEAVE

If you are not eligible for Family and Medical Leave or you have exhausted your Family and Medical Leave entitlement, or as otherwise required by law, the District may provide you with an unpaid medical leave of absence due to illness or injury. A leave of absence granted under this policy will run concurrently with any other legally required time off.

If you are disabled due to illness or injury, you must give written notice of disability to your supervisor or the Personnel Department as soon as possible. Leave requests must include a certification from your healthcare provider stating the date on which the condition began, the probable duration of the leave, a statement you are unable to work at all or are unable to perform one or more of the essential functions of your position with or without reasonable accommodation, and the expected date of return to work. The amount of time off available to you will depend on the circumstances.

You will be required to use accrued PTO during a leave under this policy. The substitution of PTO for unpaid leave will not extend the maximum duration of your leave. In addition, you will not earn any additional PTO during the unpaid portion of your leave. We encourage you to contact the Employment Development Department regarding your eligibility for state disability insurance benefits for the unpaid portion of your leave.

Under the law, your eligibility for District paid health and dental insurance benefits cease during a leave under this policy. Accordingly, you must pay your portion of the medical and dental premiums if you choose to receive such benefits during your leave. You will receive notice directly from the Personnel Resources Department of your right to continue your benefits through COBRA.

When you are able to return to work, you must give the District at least five days' notice of your intent to return by providing the Human Resource Department a certification from your healthcare provider stating you are physically able to return to your duties with or without accommodation. This notice is important so your return to work is properly scheduled.

Unless otherwise required by law, we will make reasonable efforts to return you to the same or similar job and at the same rate of pay held prior to your leave of absence, subject to operational requirements that may exist. If you do not return from work on the originally-scheduled return date or request in advance an extension of the agreed upon leave with appropriate medical documentation, you may be deemed to have voluntarily resigned your employment with the District.

In addition, failure to notify the District of your availability for work when it occurs, failure to return to work when called by the District, or your continued absence from work because your leave must extend beyond a reasonable period of time may be deemed a voluntary resignation of your employment with the District.

Please refer to Leave of Absence policy in MCN for additional information.

#### OTHER TIME OFF

The District will approve other time off in accordance with applicable state law. This may include time off for victims of domestic violence, sexual assault or other serious violent crimes, to participate in a child's school activities or disciplinary proceedings, for spouses of active duty military employees who are on leave, to participate in volunteer firefighter training or respond as a volunteer or reserve emergency employees, to participate in jury duty or appear as a witness in court, to vote in a statewide election, and to participate in literacy assistance or drug/alcohol rehabilitation programs.

### WORKPLACE STANDARDS

#### PATIENT RIGHTS

It is the policy of Mayers Memorial Hospital District to ensure the Patient Rights are provided to each patient without regard to race, color, national origin, religion, sex, gender identity, sexual orientation, or disability. MMHD staff should know and follow all patient rights. Patients and Residents will be provided a copy of the Patient Rights at time of Admission.

Please refer to the Patient Rights policy in MCN for additional information

#### MANDATED REPORTING REQUIREMENTS

As an employee of this facility your employment position falls within the definition of a mandated reporter. Therefore, you must comply with the elder and dependent adult abuse reporting requirements as stated below.

California state law requires any mandated reporter who, in his or her professional capacity, or within the scope of his or her employment, has observed or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse, or neglect, or is told by an elder or dependent adult that he or she has experienced behavior constituting physical abuse, abandonment, isolation, financial abuse, or neglect, or reasonably suspects abuse shall report the known or suspected instance of abuse:

- By telephone immediately or as soon as practically possible to the local ombudsman or the local law enforcement agency;
- By written report, SOC Form 341, sent within two (2) working days, as follows:

If the abuse has occurred in a long-term care facility, except a state mental hospital or a state developmental center, the report shall be made to the local ombudsman or the local law enforcement agency.

If the abuse has occurred any place other than one described above, the report shall be made to the adult protective services agency.

#### EMPLOYEE RIGHTS

No employer shall discharge, demote or suspend or threaten to discharge, demote or suspend, or in any manner discriminate against any employee for taking any of the following actions:

- Making an oral or written complaint against the employer to the California Department of Social Services or other agency having statutory responsibility for enforcement of the law or to the employer or representative of the employer for the violation of any licensing law or other laws (including but not limited to laws relating to child abuse, staff-child ratios, etc.)
- Instituting or causing to be instituted any proceeding against the employer regarding the violation of any licensing law or other laws.

- Is, or will be, a witness or testifier in a proceeding regarding the violation of any licensing law or other law.
- Refusing to perform work that is in violation of a licensing law or regulation after notifying the employer of the violation.

#### PATIENT RESTRAINTS

Patients have the right to be free from restraints of any form that are not clinically justified or are used as a means of coercion, discipline, convenience, or retaliation. The goal of this policy is to minimize the use of restraints, protect patients' rights, dignity, and well-being, and prevent injury to patients, staff, and others. This includes consideration of any pre-existing medical condition, any cognitive or physical disabilities, or history of abuse that might make the patient more vulnerable to risk during restraint. Restraint and physical holds are discontinued as soon as possible.

Please refer to the Restraint Policy in MCN for additional information

#### **USE OF CELL PHONES AT WORK**

Employees must limit their use of cell phones to rest breaks and meal periods, in appropriate designated areas and time.

Those some employees may opt to use their personal cell phone for work related content, they are not required to and will have access to work station computers to complete any required content.

Any employee that is required to use their cell phone during the scope of their normal work, will receive a monthly stipend.

Please refer to Stipend – Cell Phone and Mileage policy in MCN for additional information.

#### SEARCHES OF DISTRICT AND EMPLOYEE PROPERTY

To protect all employees and the District from theft, and to enforce District policy prohibiting other misconduct, including, but not limited to, the possession or use of drugs, alcohol, weapons, and stolen property, the District reserves the right to search you and your personal property (e.g., vehicles, clothing, packages, purses, lunch boxes, or other containers brought onto District premises) when there is reason to believe District policy is being violated. You are expected to cooperate in the conduct of such searches.

#### DRUG AND ALCOHOL FREE WORKPLACE

To help safeguard our patients and staff from misuse of controlled substances, the District has implemented the following rules regarding the use, consumption, possession, and sale of drugs and alcohol by our employees.

The illegal use, sale, consumption, distribution, or possession of narcotics, drugs, or controlled substances on District premises, in District vehicles, on District time, or while engaging in District activities will result in disciplinary action, up to and including

termination. In addition, alcohol cannot be consumed on District property unless at an authorized social function sponsored by the District. The consumption of alcohol during working hours or reporting to work under the influence of alcohol is strictly prohibited

The use of controlled substances prescribed to you by a licensed health care provider or that are available over the counter is not prohibited by this policy. However, if you are under the influence of any substance that could compromise your job performance or safety, you must inform your supervisor immediately. The District has an obligation to inquire and determine whether the substance you are taking may affect your ability to perform your job duties. If you are using such a substance, you have an obligation to obtain a health care provider's statement describing any work restrictions or accommodation needs. Any such information must be reported to your immediate supervisor, without disclosing the identity of the substance or the reason for taking it. In appropriate circumstances, the District may require you to undergo drug/alcohol testing.

Please refer to the Drug Screening policy in MCN for additional information.

#### TELEPHONES

Courteous telephone manners create a favorable impression. When answering the telephone, state the name of your department and your name, and ask the caller how you may be of assistance. Telephones should not be used for personal calls except in urgent situations. Under no circumstances may personal long distance calls be billed to the District.

#### PERSONAL APPEARANCE

Personal appearance is important in maintaining a professional environment. Our effectiveness as a group of healthcare professionals is affected by our appearance as individuals. It is vital for the safety and security of our staff, patients and their families that employees follow and adhere to the company's professional and uniform dress standards.

Please refer to Dress Code/Personal Appearance policy in MCN for additional information.

#### QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT PLAN

MMHD has established a Quality Assessment and Performance Improvement Plan to provide continuous improvement of quality of care, treatment, and services, to its patients.

Please refer to Quality Assessment and Performance Improvement Plan policy in MCN for additional information.

#### HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

HIPAA provides that employees in the healthcare industry may have access to only that identifiable patient/resident information required to provide necessary care or service to the patient/resident. Patients/residents will consent to the use and disclosure of all or

any part of their information, and the use of such information will be limited by that consent for the purpose of providing care and billing for services. As an employee, your access to such information will be limited and may be used only to allow you to provide the specific services you are assigned. You may not take unauthorized photographs of patients or residents.

Please refer to the HIPAA policy in MCN for additional information.

#### CONFIDENTIALITY

As part of your responsibilities at the District, you may learn of or be entrusted with sensitive information of a confidential nature. During your employment, any information relating to a patient, the District, a physician, or an employee is strictly confidential. This confidential information should only be used in performing work for the District and should only be communicated to another person on a need to know basis. All employees need to be extremely mindful of their conversations in all areas of the District, particularly in the cafeteria and other public areas. Unauthorized disclosure of patient, physician, District, or employee information may result in disciplinary action, up to and including termination.

If you leave the District for any reason, we ask that you continue to treat as private and privileged any such sensitive information. You should not use, divulge, or communicate to any person or entity such information without the express written approval of the District's CEO. The District will pursue legal remedies for unauthorized use or disclosure of sensitive/confidential information

Please refer to Confidentiality and Non-Disclosure Agreement in MCN.

#### CONFLICT OF INTEREST

We expect our employees to devote their full work time, energies, abilities, and attention to their jobs with the District. You are expected to avoid situations that create an actual or potential conflict between your personal interests and the interests of the District. If, because of other work or activities, you cannot make this commitment, you may be asked to end your employment with the District.

A conflict of interest exists when an employee's loyalties or actions are divided between the District and a competitor, supplier, physician or patient. If you are unsure whether a certain transaction, activity, or relationship constitutes a conflict of interest, you should discuss the situation with your supervisor or a member of management for clarification. Any exceptions to this policy must be approved in writing by the District's CEO

Some examples of the more common conflicts that should be avoided by all employees include, but are not limited to

- 1. Accepting personal gifts or entertainment from suppliers, physicians, or patients.
- 2. Working for a supplier, physician, or patient while employed by the District
- 3. Engaging in self-employment in competition with the District.

- 4. Using proprietary or confidential District information for personal gain or to the District's detriment
- 5. Having a direct or indirect financial interest in or relationship with a supplier, physician, or patient
- 6. Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the District.
- 7. Committing the District to give its financial or other support to any outside activity or organization without appropriate written authorization

Failure to adhere to this policy, including failure to disclose any conflict or seek an exception to this policy, may result in disciplinary action and/or appropriate legal action.

#### INFECTION CONTROL PREVENTION AND CONTROL PLAN

The Infection Prevention and Control (IPC) Plan is a multidisciplinary, systematic, coordinated approach developed to reduce the risks of acquiring and transmitting infections among patients, residents, employees, physicians, and other licensed independent practitioners, contract employees, volunteers, students, and visitors. The plan is managed by the Infection Preventionist and Employee Health Nurse.

Please refer to Infection Prevention and Control Plan in MCN for additional information.

#### **BLOODBORNE AND AIRBORNE PATHOGEN PROTECTION PROGRAMS**

Mayers Memorial Hospital District is committed to providing a safe and healthful work environment for our entire staff. The hospital's policy is to establish, implement, and maintain an effective exposure control plan (ECP) as required by the bloodborne pathogens regulation in California Code of Regulation. This written plan is designed to eliminate or minimize employees' occupational exposure to blood and other potentially infectious materials (OPIM). The plan is consistent with the requirements of the CAL/OSHA Injury and Illness Prevention Program and OSHA standard, "Occupational Exposure to Bloodborne Pathogens."

Please refer to Infection Bloodborne Pathogens, Exposure Control Plan in MCN for additional information.

MMHD will ensure that all employees are provided the necessary information, training and administrative support to reduce the possibility of adverse health issues as a result of airborne hazards.

Please refer to the Respiratory Protection Program for Airborne Infection Diseases in MCN for additional information.

#### OUTSIDE EMPLOYMENT

The District recognizes that employees may work for another employer at the same time they work for the District. Outside employment is acceptable so long as the second job does not create a conflict of interest (see the "Conflict of Interest" policy) or interfere with an employee's responsibilities to the District. Employees must obtain the Personnel Resources Director's approval before they may accept a second job outside of the District. The Human Resource Director will approve any second job that will not create a conflict of interest of interfere with the employee's responsibilities to the District.

#### LICENSURE

Employees in a position requiring licensure or certification must provide timely documentation of current licensure/certification at the time of hire and at the time of renewal. It is the employee's responsibility to ensure license renewal is completed. No employee will be permitted to work without a current license. In addition, any license suspension or restriction must be immediately reported to the Human Resources Department.

#### PERSONAL PROPERTY

The District does not assume responsibility for personal property brought onto the premises. Personal belongings should be kept in a secure location. It is advisable to bring only small amounts of money to work.

#### GIFTS AND GRATUITIES

You may not solicit or accept personal gifts or gratuities from patients, visitors, suppliers, or any other organizations for any services rendered. Any unsolicited gifts must be turned over to Administration for use or distribution on the District's behalf

#### SOLICITATION/DISTRIBUTION

To protect the privacy of our patients, visitors, and employees and to prevent interference with the delivery of patient care and operations, the Hospital has established rules restricting solicitation of individuals and the distribution of literature and other materials on Hospital property.

Please refer to the Solicitation policy in MCN for additional information.

#### OFF DUTY ACCESS

You are not permitted access to the interior of the District or outside work areas during off duty hours unless you are present to obtain healthcare services, visit a patient, or to attend a sponsored event.

#### **GENERAL RULES OF CONDUCT**

Your conduct is governed by regulations that are intended to maintain good working relationships between you and co-workers, supervisors, and patients. Failure to use good judgment and/or a disregard for District regulations, policies, procedures, and practices, will result in disciplinary action.

Examples of intolerable misconduct include, but are not limited to:

- Abuse or inconsiderate treatment of patients, visitors, and/or other employees.
- Theft, destruction, willful abuse, or misuse of property belonging to the District or

to visitors, patients or co-workers.

- Dishonesty, falsification of records, recording or documenting records including time cards in the name of another employee
- Breach of confidentiality
- Insubordination.
- Unexcused absences, excessive unscheduled absences, excessive tardiness
- Violation of safety rules and regulations
- Inability to meet job requirements
- Inappropriate behavior, including, but not limited to, obscene/abusive language, intimidation/interference with the rights of others, malicious gossip, horseplay.
- Criminal acts
- Consumption of food intended for a patient Violation of any District policy, practice, or procedure, whether or not detailed in this Handbook.

The District will address violations of these rules of conduct and any other violations of District policy on an individual basis. Pursuant to the District's at-will employment policy, the District reserves the right to impose whatever form of discipline it chooses, or none at all, in a particular instance. Disciplinary action may include, but is not limited to, oral or written warnings, suspension, demotion, or involuntary termination. Nothing in this Handbook should be construed as a promise of specific treatment in a given situation. Please refer to the Drug Screening policy in MCN for additional information.

Please refer to the Discipline Corrective Action policy in MCN for additional information.

#### EXIT INTERVIEWS

We anticipate that your association with us will be pleasant. However, should you find it necessary to leave, we ask that you provide your supervisor with as much advance notice of your departure as you can. Your thoughtfulness will be appreciated.

The end of the employment relationship can be a difficult time for an employee. Questions about benefits, rehire status, turning in District property, final paychecks and arrangements for payment of any outstanding education loans are often on the employee's mind. When your employment with the District ends, you will have the opportunity to schedule an exit interview with the Human Resource Department. The time you spend during the interview will be paid. During the interview, you will have the opportunity to share your insights about working for the District. We value the input employees provide during this process.

All District property must be returned to the District on the last day of employment including, but not limited to, keys, credit cards, security cards, computer disks, tools, and

manuals.

Please refer to the Exit Interview policy in MCN for additional information

#### EMPLOYEE SUGGESTIONS

You are encouraged to make suggestions regarding ideas for improvement or cost savings. Suggestions may be submitted in writing directly to the administration. Administration will review the suggestions and forward them to the appropriate staff for consideration.

### **HEALTH AND SAFETY**

#### EMPLOYEE HEALTH AND WELLNESS

The District makes every effort to ensure a safe and sanitary work environment for our patients, residents, and employees. Employee health services are available to employees. These services can help safeguard your health as well as the health of your coworkers and those you serve. Some of the services available include periodic tuberculin testing, select vaccinations (including the influenza vaccine), special event health screening, and open in-service education programs. All of these services are available at no cost or low cost to employees. The District also offers free Hepatitis B vaccinations to employees working in exposure prone areas. You are strongly encouraged to participate in this program if you are exposed to blood or other body fluids as part of your job. All employees must undergo a TB test (which is paid by the District) on an annual basis.

#### SAFETY

Your safety, and that of those who work with you, is one of our greatest concerns. With an alert focus on safety and a safety culture mindset, you can help eliminate painful and costly accidents. You can help by:

- Keeping work areas clean and clear
- No smoking on campus
- Walking and not running in all buildings, without distraction
- Keeping aisles and corridors clear
- Never performing a job that you feel is unsafe
- Reporting any hazards or unsafe situations or conditions to your supervisor and Safety Officer immediately, without fear of reprisal

Employees who leave work after dark, or who are otherwise required to be outside after dark, are to keep safety first in their minds, and must comply with all District policies regarding security

#### EQUIPMENT AND DEVICE SAFETY

In accordance with the Injury and Illness Prevention Program Plan (IIPP), it is the responsibility of the employees to practice safe work methods. District equipment has a significant purpose. Maintenance and inspection of all equipment is a consistent practice to keep all equipment in safe working order. Employees shall refrain from using equipment that does not apply to their work duties. Under the policy, all employees are required to follow safety and operating procedures. When needed, employees will be provided with additional training and information, or retraining to maintain their knowledge.

Please see Appendix 2 of the IIPP. Code of Safe Work Practices for general safety rules that apply to equipment and overall safety.

#### **EMERGENCY SITUATIONS and PREPARDNESS**

MMHD has an Emergency Operations Plan (EOP) in place for the protection of staff and patients in the case of a disaster or emergency. As a part of federal regulations, all employees must be familiar with the four components of the plan: Education, Communication, Policies & Procedures and Risk Assessment. It is the responsibility of the employee to be familiar with the plan and where to find important resources and information. Please refer to the Emergency Preparedness portion of the INTRANET and familiarize yourself with the content.

Additionally, employees should know CODE Procedures and notifications and required actions

#### **Emergency Codes**

#### To use intercom for paging:

At Fall River Facility:

- 1. Lift handset
- 2. Press 1500
- 3. After series of beeps, indicating the paging system is activated, announce intended code phrase.

At Burney Annex:

- 1. Lift handset
- 2. Press 6000
- 3. After series of beeps, indicating the paging system is activated, announce intended code phrase.

#### 1. Code Red: Fire

- a. Page "Code Red" and location.
- b. Repeat twice.
- c. Activate fire plan.

#### 2. Code Red Drill: Fire Drill Alert

- a. Page "CODE Red Drill" and location.
- b. Repeat twice.
- c. Activate fire drill plan.

#### 3. Code Blue: Cardiac/Respiratory Arrest

- a. Page "Code Blue" and location.
- b. Repeat twice.
- c. If on premises, appropriate staff to location.

#### 4. Code Gray: <u>Suspicious Event/Unruly Person/Danger to some part of the</u> <u>hospital, suspicious event, unruly person</u>

- a. Page "Code Gray" and location.
- b. Repeat twice.
- c. Responders answering this page <u>need to enter the location with caution</u>. This code could be used for a robbery, gunman or uncontrollable patient.

(If gunman present, Code Yellow may not want to be called. Do so "silently". Alert Sheriff Department quietly on another phone.

- Code Strong: <u>Need personnel for physical task</u>. (Need more personnel to help with a task requiring strength. (i.e. Patient fallen, need more staff to get up) a. Page "Code Strong" and location.
  - a. Page Code Strong a
  - b. Repeat twice.
- 6. **Code 10**: <u>Missing Patient or Resident</u> (This alerts staff that a pt./res. is missing and can look in their area and out their windows.)
  - a. Page "Code 10" will (patient name) please return to (location).
  - b. Repeat twice.
  - c. Call **<u>location</u>** if patient/resident spotted or help retrieve patient and bring to location where resident is missing from.

#### 7. Code Purple/Ping: Child Abduction/Infant abduction

- a. Page "Code Purple/Pink" and repeat twice.
- b. All staff observes for suspicious person leaving with an infant. If noted call Administration or Nursing Supervisor with the information that someone is attempting to leave the hospital. Nursing Supervisor will assign staff to exit doors and detention maneuvers. Call Sheriff's dept. STAT.
- c. Code Purple/Pink can also be used as a drill. Call "Code Purple/Pink Drill".

#### 8. Code Yellow: Bomb Threat

- a. Page "Code Yellow" and repeat twice.
- b. Whoever receives call, keep caller on phone, look under desk blotter and start to fill our Bomb Threat Checklist. Checklists are found in the following locations:
  - i. Nursing Station I, II & III
  - ii. Surgery
  - iii. Business Office
  - iv. Admitting
  - v. Emergency Room
- c. Code Yellow can also be used as a drill. Call "Code Yellow Drill".

#### 9. Code Orange: Hazard Material Spill

- a. Page "Code Orange" and location and repeat twice.
- b. House Supervisor, Maintenance, area Housekeeper or Supervisor to respond to location and assess situation.
- c. Code Orange can also be used as a drill. Call "Code Orange Drill" and location.

#### 10. Code Green:

- a. Evacuation Code. Repeat twice.
- b. Activate evacuation plan.

#### 11. Code Silver: Person with a gun/Weapon Active Shooter.

- a. CALL 9-1-1
- b. Page : "Code Silver" and location-repeat twice

#### c. DO NOT RESPOND TO LOCATION

- d. Activate shelter in place procedures, close all patient doors, attempt to barricade nursing units from intruders,
- e. Refer to code silver policy.

#### HAZARDOUS MATERIALS AND WASTE MANAGEMENT PLAN

The Hazardous Materials and Waste Management program is designed to address the risks the variety of substances addressed in this plan pose to the environment of the hospital and to the patients, staff and visitors of the organization. The program is also designed to assure compliance with applicable codes and regulations.

Please refer to the Hazardous Materials and Wage Management Plan in MCN for additional information

#### SMOKE AND TABACCO FREE ENVIROMENT

The District is a smoking and tobacco free environment. Employees are only allowed to use smoke or tobacco products on MMHD property in designated area. All employees will uphold the fragrance-free policy by remaining free of odor from tobacco products during working hours. Employees are expected to be respectful of neighbors of MMHD during all breaks and may not loiter around homes or other buildings or discard tobacco products at these locations. Employees may not smoke or use any tobacco products in any MMHD-owned vehicle, or any personally-owned vehicle while the vehicle is parked on MMHD property or in use for MMHD business purposes.

Please refer to Smoke and Tobacco Free Campus policy in MCN for additional information.

#### UNUSUAL OCCURRENCES OR ACCIDENTS ON DISTRICT PROPERTY

Any unusual occurrence or accident that occurs on District premises must be reported immediately to a supervisor. If the occurrence or accident involves a patient, a report in the RL: 6 program must be immediately completed.

For your own safety and the safety of others, please do not attempt to give medical aid to an injured person unless you have been trained to do so. Seek the assistance of a supervisor and call 911 if warranted. In addition, please remember that only the supervisor can answer questions about the District's liability to non-employees. Please direct those asking questions to a supervisor.

If you are injured on the job, you will usually be entitled to worker's compensation benefits. The District carries workers' compensation insurance and will assist you in obtaining all benefits to which you are legally entitled. If you are injured while working, please report it immediately to your supervisor or the Nursing Supervisor, no matter how minor the injury may be.

If your work-related injury requires a leave of absence, this leave may count toward your annual Family and Medical Leave, if you qualify for leave under that policy.

Please refer to the Workers Compensation Insurance policy in MCN for additional information.

#### MODIFIED DUTY PROGRAM, LIGHT DUTY OR LIMITED JOB ASSIGNMNETS

Modified duty is a temporary modification of an employee's regularly assigned duties to accommodate a temporary work related injury or illness.

If you have a work-related injury with restrictions that cannot be integrated into your regular duties, or that prohibit the temporary performance of your regular duties, you may be eligible for modified work assignments. Participation in the program is generally contingent upon being released for modified duties by a District-appointed health care provider physician.

Eligibility is also contingent upon a prognosis that does not preclude your return to your former position. Participation in the Modified Duty program is reevaluated every 30 calendar days.

Please refer to the Light Duty or Limited Job Assignments policy in MCN for additional information.

#### WORKPLACE VIOLENCE PREVENTION

We are strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to District property. We discourage you from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage you to exercise reasonable judgment in identifying potentially dangerous situations and informing management accordingly.

Threats, threatening language, or any other acts of aggression or violence made toward or by any District employee will not be tolerated. For purposes of this policy, a "threat" includes any verbal or physical harassment or abuse, attempts to intimidate or to instill fear in others, menacing gestures, bringing weapons to the workplace, stalking, or any other hostile, aggressive, injurious and/or destructive actions undertaken for the purpose of domination or intimidation.

All potentially dangerous situations including threats by co workers should be reported immediately to the Safety Officer, Human Resource Department or to any other member of management with whom you feel comfortable. Reports of threats may be made anonymously. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat under this policy.

If an investigation confirms that threat of a violent act or violence itself has occurred, the District will take appropriate corrective action. Anyone, regardless of position or title, whom the District determines has engaged in conduct that violates this policy, including retaliation, will be subject to discipline, up to and including termination.

If you are the recipient of a threat made by an outside party, please follow the steps detailed in this section. It is important for the District to be aware of any potential danger in our workplace. Indeed, we want to take every precaution to protect everyone from the threat of a violent act by an employee or anyone else.

#### A FEW CLOSING WORDS

This Handbook is intended to give you a broad summary of things to know about Mayers Memorial Hospital District. The information in this Handbook is general in nature. You should consult your supervisor or the Human Resource Department for additional information. While we intend to continue the policies, rules, and benefits described in this Handbook, the District may always modify or vary from the matters set forth in this Handbook at its discretion except for the right of the parties to terminate employment at will, which may only be modified by an express written agreement signed by you and the District's Chief Executive Officer.

Again, welcome to Mayers Memorial Hospital District!



### EMPLOYEE ACKNOWLEDGEMENT

I understand, acknowledge and agree that -

- I have received a copy of Mayers Memorial Hospital District Employee Handbook
- I am responsible for reading the contents of the Employee Handbook and for complying with its policies.
- My employment with Mayers Memorial Hospital District ("District") is for an unspecified term and may be terminated at the will of either the District or myself, with or without reason or cause, and with or without notice.
- No words or actions of the District will be deemed to create an express or implied contract of employment or require the District to have good cause for terminating my employment. No District representative is empowered or authorized to modify this at-will relationship other than the District's CEO and then only in a signed agreement
- Any rules, policies, and benefits described in the Employee Handbook may be modified or varied from by the District at anytime except as required by law and except for the rights of the parties to terminate employment at will (which may be modified only by an express written agreement signed by both me and the CEO).

Date:

Employee Name:

Employee Signature:

#### OPERATIONS REPORT Send to Jessica DeCoito STATISTICS

June 2024

	June 2024	Jun-23	June 2024	
	CURRENT YTD FYE	PRIOR YTD	BUDGET YTD FYE	
	2024	FYE 2023	2024	Variance
INPATIENT (ACUTE/SWING) DAYS	1,989	1,656	1,623	333
SKILLED NURSING DAYS	26,531	26,342	25,192	189
EMERGENCY ROOM	4,174	3,952	3,881	222
OP VISITS (OP/LAB/XRAY)	14,884	14,503	13,324	381
HOSPICE DAYS	894	879	1,103	15
PHYSICAL THERAPY	2,118	2,235	2,314	(117)





· Sta Salest

# 385

Total Employees for the year

### **RETENTION VS. LOSS**



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**102** Total employees hired/rehired

**74** Total employees termed

Adjusted Turnover

14.81%

## ADJUSTED TURNOVER STATS:

GOAL TURNOVER FOR FY 24 IS 17.52%



Actual Turnover 19.22%

## ACTUAL TURNOVER STATS:



# **Term Reason:**

*4	Did not maintain employee status/min. shifts
2	Did not pass probation
*1	Did not return from Leave of Absence
*4	Retirement
*8	Temporary Employment/Assignment ended
13	Term for Cause
9	Voluntary- Alternate Employment
18	Voluntary- Personal
14	Voluntary- Relocation
1	Voluntary- School

## \*= No Fault of staff or employer

# **Hires by Department**

3	Activities
1	Administration
3	Admitting
9	Ambulance
0	Cardiac Rehab
1	Computer
15	Dietary
5	Emergency Room
1	General Acounting
0	Hospice Outpatient
9	Housekeeping
1	Lab
2	Maintenance
2	Medical Records
11	Medical/Surgical
4	Personnel
1	Purchasing
3	Radiology
2	Retail Pharmacy
1	Rural Health Clinic
13	Skilled Nursing- Fall River
10	Skilled Nursing- Burney
1	Nurse Administration
1	Outpatient Services
1	Quality
2	Tri County Community Network

# **Termination by Department**

3	Activities
1	Administration
2	Admitting
1	Ambulance
0	Cardiac Rehab
1	Computer
8	Dietary
2	Emergency Room
1	General Acounting
1	Hospice Outpatient
7	Housekeeping
0	Lab
0	Maintenance
0	Medical Records
5	Medical/Surgical
1	Personnel
2	Purchasing
3	Radiology
2	Retail Pharmacy
3	Rural Health Clinic
8	Skilled Nursing- Fall River
7	Skilled Nursing- Burney

## **Bolded** = Actively Recruiting \*= Top Priority

# **Positions: # available:**

*Chief Medical Officer	1
Controller	1
*Director of Skilled Nursing	1
Environmental Services Aide	1
Hospice Home Health Aide	PER DIEM
*Indonondont Doto!!	
*Independent Retail Pharmacist	1
•	1 INTERIM ENDING 11/2024
Pharmacist	1 INTERIM ENDING 11/2024 1
Pharmacist *Infection Prevention RN *Nurse Practitioner	1 INTERIM ENDING 11/2024 1

Rural Health Clinic Medical Director	1
Skilled Nursing CNA	11 FT, 4 PT
Skilled Nursing LVN	10 FT, 2 PT
Skilled Nursing Charge Nurse	1

# **Human Resources**

# July 2024

Submitting by Libby Mee – Chief Human Resource Officer

# Staffing, Recruitment and Retention

The Human Resource/Payroll/Benefit department currently supports 313 active employees.

The team continues to work with specialized companies to provide additional recruitment resources for our Chief Medical Officer, Rural Health Clinic Provider, Pharmacist, Infection Prevention, Hospitalist/NP, Physical Therapist, and Skilled Nursing positions.

We have received applicants from interested candidates for our CMO and Clinic Director positions.

We are currently utilizing interim professionals in the Pharmacist and Infection Prevention roles are looking for Interims for our Director of Nursing and Hospitalist positions.

We have secured a contract with a traveling Physical Therapist that will join our team early August.

We received a recent application for a Radiology clerk. This applicant joins a recent recruit, that once onboarded, will staff the department, and eliminate registry use.

With our current inability to host an in-house CNA program, we have had two current staff members, that were slated to enroll in the next class, enroll in a CNA program on their own. We have offered a sponsorship for these staff members, offering to pay for expenses and educational hours, to support them in obtaining their CNA licensure.

I have also have a meeting scheduled with the Support Specialist from this company to see if we can partner on a program to bridge the gap until we are able to host our own program again.

# **Employee Health, Wellness and Benefits**

### Work Related injury and Illness

We have had no new reportable injuries for the last month. For the year, there as has been 3 reportable work-related injuries, resulting in 5 days away from work. All 3 of these employees have returned to work and are maintaining full time/regular hours and work.

There has been 6 first aide injuries, with no days away from work.

The majority of the injuries this year are related to resident interaction or mobility.

# **Training and Conferences**

On Tuesday, July 24<sup>th</sup>, I attended the 2024 Labor and Employment Mid-Year Update seminar hosted our legal support at Hanson and Bridgett. Presentations included updates and case law related to pregnancy, Non-Compete, wage and hour claims, Heat Illness Prevention Programs, Work Comp, Workplace Violence Prevention program as well as some best practices and audit suggestions.

### Miscellaneous

# АСНС

Work on ACHC compliance has become one of my primary tasks. Current initiatives include:

- Working with applicable departments to establish a Master Staffing Plan
- Updating New Hire/General Employee Orientation and Annual Employee Orientation to meet ACHC standards.
  - Involves updated Employee Handbook, policies, Relias modules, agenda, and training plans.
- Updating Employee Health Compliance process
  - Involves updating forms and policies related to employee physicals, immunizations, TB, and FIT testing.
- Auditing and updating all employee job descriptions.

Once all the above content is in place for staff, we will roll the same compliance materials out to our travel, registry, and contracted staff.

We are also working on implementation of a new software system call Kahuna, that will track and manage all employee and registry competency, training, and education. Currently, competency is being managed at the individual department level and this system will allow for one singular dashboard to be managed from the HR level.

# HR position restructuring

I am excited to announce that the HR department is whole again. Accounts Payable clerk, Karen Mayer, has taken on the Employee Benefit Coordinator role. Erin Glebe, LVN, will be stepping in as an Infection Prevention/Employee Health Nurse. In anticipation of Kelly's retirement, we will be adding a new Payroll/HRIS Specialist early August.

# HR Analytics for FY24

As we have ended the 2024 fiscal year, please see below for a more robust report of our employee stats from last year. As we move into the new year, I would like to dive deeper into our HR analytics to improve our business outcomes as it related to our human capital. I believe this will help us to be innovative, reduce waste, improve productivity, allocate people and resources more effectively and give us the ability to address problems before they arise. In addition to the standard turnover metrics, that include employees hired and terminated, I am considering the below additional metrics:

- Average tenure Length of employment for all staff as well as management positions
- Rookie Ratio Percent of employees with less than 2 years of service
- Retirement eligibility Tracking staff, and managers, nearing retirement age
- Learning and Development tracking education hours per employee and manager

Are there any additional metrics or stats that you would like to see tracked and reported?

#### Chief Public Relations Officer – Valerie Lakey July 2024 Board Report

#### Legislation/Advocacy

Summer recess began on July 4, and session will reconvene August 5. Appropriations committees must finish their work by Aug. 16, and the 2023-24 legislative session will end August 31. The governor has until September 30 to sign or veto bills.

<u>SB 1423</u> would establish a critical access hospital working group at the Department of Health Care Services (DHCS) to evaluate and make recommendations on the financial stability of critical access hospitals. The bill would require DHCS to submit a report to the Legislature with recommendations on improving the financial stability of rural hospitals. To be heard in Assembly Appropriations.

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<u>AB 869</u> would prioritize certain smaller hospitals for the existing Small and Rural Hospital Relief Program, which is funded by the e-cigarette tax. This bill would also allow an extension of the 2030 deadline for certain smaller rural hospitals up to two years and a three-year extension for certain district hospitals. To be heard in Senate Appropriations.

<u>AB 2975</u> would require the Division of Occupational Safety and Health (better known as Cal/OSHA) Standards Board to amend the existing Workplace Violence Prevention in Health Care regulation to require weapons detection screening monitored by trained non-patient care personnel at a hospital's main public entrance, emergency department entrance, and labor and delivery entrance, if separately accessible to the public. To be heard in Senate Appropriations.

The legislature had a constitutional deadline of June 15<sup>th</sup> to pass a balanced budget. While they accomplished this, the final budget agreement was done through several bills passed in the weeks after. We do anticipate several trailer bills will be moved in August to enact additional policy changes associated with the budget. Notably the budget bill on health, <u>SB 159</u>, enacted the managed care organization (MCO) tax with modifications and added the trigger language for the health care worker minimum wage. The health care worker minimum wage will now be triggered by state revenues and/or the submission of the Hospital Quality Assurance Fee (HQAF). This submission is expected in October, triggering the minimum wage increases to take effect.

#### Public Relations/Marketing

We had a successful presence at the Pit River Health Fair. Social Services, TCCN, Respiratory and MHF were all present to represent the many services of MMHD.

MMHD and MHF participated in the NorCal Road Gypsies Car Show. The Hospice Department also participated at the event. It was a fun day supporting a great cause (Hospice). Thank you to the Road Gypsies for their continued support.

We successfully launched the new <u>TCCN website</u>. There are many areas in which you will see this site grow and we are excited as to the resources it will bring the community.

We are now working on the display for the Inter-Mountain Fair and will be scheduling staff, board members and volunteers to be at the booth. We are also excited to be bringing the mobile clinic to the fair! We will offer limited hours for a First Aid station and will also be doing Hands Only CPR demonstrations at the mobile clinic.

We continue to work on department specific materials and are excited to align the projects with the FY25 Strategic Goals.

We are working on several grant opportunities that align with the FY25 goals. Laura Beyer will be taking the lead on these grant applications.

#### **Mayers Healthcare Foundation**

**Health Fair** – June 22, 2024, MHF Health and Wellness Fair, turned out to be an amazing day spent outside enjoying fun in the sun. We started with the 5K, we completed seventy labs, twenty-five sports physicals and over thirty mammograms. We had eighteen MMHD departments represented, as well as fifteen community partners, fifteen volunteers, and four sponsored donors of items to the event. There were over 100 lunches served, as well as the great breakfast provided by our own MMHD dietary department. Funds raised at this event amounted to \$7000.00.

<u>**Golf Tournament-**</u> August 3, 2024, Golf Tournament is well under way, we currently have 17 sponsors ranging from platinum to silver as well as in-kind sponsors. We are filling the teams, and have over sixty-two items donated to the raffle, thanks to an impressive volunteer Kathy Miles! Once again, this year we will have Corning Ford sponsoring the "Hole in One" for the chance to win a car.

<u>Inter-mountain Fair-</u> August 29 – September 2, 2024, MHF along with MMHD and TCCN will be present at the Inter-Mountain Fair. This is a wonderful time to spend with the community interacting and being present to encourage community involvement and support.

**Denim & Diamonds Hospice Winter Gala** – January 25, 2025, the Care tickets have been purchased as well as a banner has been created and ordered for this upcoming event. We look forward to all that this event has to offer for a night of fun and fundraising! We are still currently looking for the entertainment for this event.

<u>Thrift Store</u> – We successfully implemented the new Point of Sale systems at the Thrift Store. This was made possible by a grant from the Community Foundation of the North State. We also purchased new road signs with the grant.

#### Tri County Community Network

#### **Children's Programs**

- Kid Fit is a resounding success. Four out of six events have been held with 80-150 kids and caregivers attending each event. Feedback from parents and children has been overwhelmingly positive. Kid Fit is funded through Community Foundation of the North State, PG&E employee contributions, the Pit River Mini Mart, Safeway, and Grocery Outlet. Check out our Facebook page **Mayers Tri County Community Network** for pictures and flyers!
- Bright Futures summer schedule is packed and offers a full list of fun activities and events to families with children 0-5. Attendance at events has been growing and parents are thrilled to have the program back in our community. Kiely took her test today 7-16 for level 4 of Triple P parenting support. She will be able to offer 1-1 parent support in August. Bright Futures is funded through First 5 Shasta.

#### **Grants/ Grant Programs**

- A grant is being written through the Shasta County Asset Forfeiture program to purchase the materials necessary to bring the research proven Botvin program to our local schools. TCCN is awaiting notification for the grant award.
- Redding Rancheria accepted the grant request to train 2-3 people in hosting Parent Cafes. TCCN is continuing to work with Pathways to Hope to not only schedule the training for our staff but to also schedule two Parent Cafes in the fall. The goal is to collaborate with the Pit River Tribe to hold the cafés in their space.
- TCCN was chosen by the Community Foundation of the North State to receive a \$10,000 grant. The grant was awarded as of June 17<sup>th</sup> and the monies must be spent by December 31st. The grant will be used to purchase new furniture for the Intermountain Community Center front foyer, vlogging equipment for educational videos to be posted on the website, twice weekly congregate breakfasts for seniors, and health education workshops for the community.
- TCCN is working with Laura Beyer, our MMH grant writer to pursue a grant through Dignity Health to fund a health literacy initiative. The goal of the initiative will be to empower our community members to be more proactive in their healthcare decision making. If awarded, TCCN will receive up to \$20,000 to support the initiative.
- Bright Futures has entered its next five-year grant cycle with First 5 Shasta. They have graciously awarded us \$57,000 this year to fund our program. The lions share of the grant will be spent on wages for our advocate and expenses for five additional events that Bright Futures will host this year.

#### Partnerships

- TCCN is continuing to partner with SMART to bring employment services to our area. They will be providing their employment services from our temporary offices in McArthur.
- TCCN is partnering with the Healthy Brain Initiative to bring a series of classes to our community. The focus is on healthy aging and self-care for caregivers. Samantha Weidner will be giving a presentation on the benefits of Tele-medicine at the September 12<sup>th</sup> event. This event will be a collaboration between TCCN, the Healthy Brain Initiative, and the Sierra Senior Living Apartments.
- TCCN is restarting IMAGE (Intermountain Action Growth and Education). The first meeting was held on July 15. While only a handful of people attended, the group has the potential for creating positive change in our community and creating substantial collaborative opportunities.

#### Website

• The new website has been launched and will be a robust community education tool and include a community calendar. The website will include videos and information that align with health observances, education and support for parents, community resources, and a community calendar.

#### **Community Events**

- 7-25 Kid Fit: Water Wars from 5-7pm @ the Fall River Lions Park
- 8-2 Kid Fit: Swim Night from 5-7 @ the Raymond Berry Pool.
- 8-3 MHF: Golf Tournament from @ the Fall River Golf Course.
- Bright Futures is offering multiple events weekly for children 0-5.

### March Board Report Clinical Division 7/22/2024

- I am on PTO this week.
- The Clinical Division participated in the disaster drill. A big thank you to Dana Hauge for putting on a well thought out and meaningful drill.
- Each department has started collecting quality data and will be presenting it to meet ACHC standards.

### Imaging

- The ACR CT accreditation packet is ready for submission.
- Had our meet-and-greet with our new full-time hire "Chet" Chester Warren orientation set for August 8<sup>th</sup> starting August 9<sup>th</sup>
- Harold Swartz, Imaging Manager, is working on adding a new protocol to CT so we can perform CT images which can be used for Conformis robotic surgeries.

### Physical Therapy and Cardiac Rehab

- A registry Physical Therapist is scheduled to start August 6<sup>th</sup>. She already lives in northern California. Contracts are signed and in place.
- Daryl Schneider, PT, manager, is working with Cerner on glitches,
  - 1) Documentation of wheelchair assessments were hidden once it was saved and staff could not access it.
  - 2) Duplicate printing of wristbands at the end of visit wasting resources.
  - 3) Reason for visit is not populating on PowerChart for outpatients.

### Hospital Pharmacy

- We are anticipating a Sterile Compounding inspection by the California State Board of Pharmacy the week of August 5.
- Ruben Angeles, Pharm.D., is performing sterile compounding competencies.
- Shannon Ohlm, CPhT, will be cross training from retail to hospital.

### Retail Pharmacy

- Kristin Klein is completing her externship with Mayers Retail Pharmacy to obtain her Pharmacy Technician License.
- On 7/1/24 we hit a new record of 310 scripts for a single day.
- 340B brand minimum copays are now \$23.50.

### Laboratory

• Sophia Rosal, CLS, laboratory manager, is working with Kevin Davie, Director of Clinical Services, and the vendor to implement Quantiferon Gold TB PCR. This is a test for tuberculosis. The sample is not stable to transfer to a reference lab. TB compliance

with ACHC and CDC mandate that we offer this test when needed. Currently staff or patients have to travel to Redding. This test isn't needed very often but is a part of standard tuberculosis control plan.

- We have changed reference labs for drugs of abuse confirmatory testing. We were using Redwood Toxicology and we have changed to LabCorp. We believe results will be more timely by using the reference lab we use for many other tests.
- Sophia Rosal, CLS, laboratory manager, is exploring replacement of the analyzer for inclusion in the capital expenditure plan.

# **Respiratory Therapy**

- David Ferrer, RT, respiratory manager, will be at Modoc Medical Center on August 8 training staff of ventilator use.
- We are exploring opportunities for MaryAnn Worthan, RT, to have increased exposure to pediatrics and labor and delivery. Mayers numbers are small in this area. Last year David Ferrer travelled to Valley Childrens to work with pediatrics for a week.
- The interface between Nova and Cerner is yet to go live. There is one piece missing on the Cerner side. Cerner believes it will be resolved in the next two weeks.

# NURSING SERVICES BOARD REPORT

# July 2024-Reporting for June

# CNO Board Report (Please replace between brackets below or email to Amber for Edits)

- CDPH visit 7/2/24 for Acute and ED complaint. Awaiting report from CDPH.
- CDPH
- Cerner Go-Live on hold. Continue to work with experienced Cerner experts on build for meeting compliance for state regulation. Mayers superusers and Managers working together gaining knowledge that was not previously shown.
- ACHC regulations being reviewed with Quality and Acute Departments. Work continues towards restructuring policies and procedures with direction from ACHC consultant.
  - Education plan is in progress.

# SNF

- Census- (77) Fall River- 33 Burney Annex- 26 Memory Care- 18.
  - Burney 2 Female beds, 3 Male beds (1 Male and 1 Female bed on hold due to resident behaviors), (Admit scheduled for 7/30/24)
  - Fall River 3 Female beds, 1 Male bed
- We have 2 CNAs that were pulled from the floor pending retest due to lack of continuing education hours.
- Continuing to struggle with staffing in-house nurses. Medifis and NPH are meeting our needs at this time to maintain staffing ratios and RN coverage.
  - Continuing with recruitment efforts.
- SNF Cerner Training continues.
  - SNF team continues to have Cerner implementation concerns.
- CDPH Surveyor visited Burney Facility this month to review self-reports. No findings noted pending supervisor review.

# Acute

June 2024 Dashboard

- Acute ADC 2.23, ALOS 4.18
  - High ALOS was caused by several non-Medicare accounts
  - Medicare-only ALOS: 1.27
- Swingbed ADC 2.33, ALOS 18.14
- OBS Days: 3
- June Staffing: Required 8 FTE RN/LVN's, 2 PTE RN's, 4 FTE CNA's & 2 FTE Ward Clerks

- Utilizing 2 FTE NPH RN/LVN
- $\circ$  2 RN's on orientation
- The department is fully staffed, and all trainees are expected to be completed with orientation by September 2024!
- Updates:
  - Finalized pillar goal #1 which entailed completing 12-modules in a Swing Bed program and obtained certification of completion. Worked throughout the year to improve policies and procedures.
  - Finalized pillar goal #2 which entailed standardizing our clinical documentation process to capture 5% increase in patient charges. Final audit resulted in a 18.30% increase in total patient supply charges.
  - Identified FYE25 goals and priorities for department to include auditing and staff education.
  - Developed comprehensive audit worksheet to analyze compliance with new policies and procedures developed in alignment with ACHC.

### **Emergency Services**

- June 2024 Dashboard
  - Total treated patients: 388
  - Inpatient Admits: 20
  - Transferred to higher level of care: 29
  - Pediatric patients: 73
  - AMA: 4
  - LWBS: 3
  - Present to ED vis EMS: 50
- June Staffing: Required 8 FTE RN, 2 PTE RN's, 2 FTE Tech's
  - Utilized 2 FTE contracted travelers.
  - ED Manager covering gaps in shift coverage. She continues her role as Clinical Project Manager for Cerner.

- Several high level calls with Cerner for LTC
- Continued resource for all clinical areas in the facility
  - Open positions: 1 FTE Days, 1 FTE Nocs- to be filled in August, pending successful completion of probationary period
  - FTE Days to be filled on Aug 20<sup>th</sup> by Lillian Consiglio
  - FTE Nocs to be filled on Aug 1<sup>st</sup> by Dana Blair
- Updates:
  - Reviewing, updating, and reformatting policies to meet ACHC guidelines.
  - Centering staff education around updated ACHC guided policies.
  - Policy updates shared with staff each month with sign off sheets to ensure that each staff member has read the policy and takes accountability to for understanding the changes.
  - Monitoring department workflows, identifying gaps, and working towards building skills fair and in-service courses to promote quality of care and meet ACHC guidelines.
  - Continue to improve chart check processes to increase captured revenue and avoid late charging, while improving charting standards.

### **Ambulance Services**

- Ambulance Runs—
  - June 62 ambulance runs.
  - Transfers 8.
- Ambulances remain fully staffed.
- There is a backup crew from 0800 to 2000 when the Burney Ambulance is out of service.
   June coverage for Burney 10 days

### **Outpatient Surgery**

• See Board Report—Manager to Report at Meeting

### **Outpatient Medical**

• See Board Report—Manager to Report at Meeting

### Clinical Education TRAINING CALENDAR

- <u>Certification Trainings in June</u>
  - Mandatory Dementia and Mandatory Abuse trainings June 7, 21
  - BLS training- 3 participants were recertified. June 4, 18
  - Other Training(s)
  - Abuse: Plan of Correction ongoing 163 staff attended
  - Safe Patient Handling & Mobility Training ongoing 80% completion
- Special Project
  - Trainings with Lippincott Support Josh Ensley continue with content for Abuse POC and SPHM trainings being created in the platform to extend to registry and contract staff and has been downloaded into the platform relative to Cerner, ACHC and CDPH training requirements.
  - Process for training, competency assessment compliance in planning meetings with Lippincott Team Education Platform for registry staff. This platform will allow unlimited user spaces for Registry Staff to complete competency assessments and demonstrate compliance for ACHC, CDPH/LTC regulations. Safe Patient Handling (SPH) with Beta consultation and Regina Blowers mandatory in-class training held with skills validation performed. Lippincott Learning Platform will be used to assign this mandatory training to contract/registry staff. Will continue to support and report user stats in July.
- Priorities for FY 2024 were met and achieved with the assistance and commitment of MMHD Nursing Team and Leadership! Thanks to the new Clinical Instructors, Regina Blowers, Theresa Overton and all staff for engaging and attending trainings and webinars!

Respectfully Submitted by Theresa Overton, CNO

### **Chief Executive Officer Report**

Prepared by: Ryan Harris, CEO

### **ACHC Accreditation**

Progress towards ACHC accreditation is ongoing. The executive leadership team (ELT) has reached an agreement on our application submission date, which will be October 15th. This milestone will mark the beginning of our accreditation survey window.

### **Provider Search Update**

Over the past month, I have conducted a series of interviews with Chief Medical Officer (CMO) candidates. In addition, I have scheduled further interviews with CMO, Clinic Physician and Medical Director candidates. I have also taken a comprehensive look at our provider organizational structure over the past month, which has enabled me to identify the vacant positions that need to be filled and devise the most effective way to organize our medical staff.

### **Construction Projects Update**

The Master Planning project is still progressing, with its current scope and timeline. The Executive Leadership Team (ELT) will meet with the Board of Directors this month to discuss the plan and address any budget constraints. Progress is being made on the Burney Fire Alarm project, but additional work is needed to replace wiring to the fire riser room and install duct detectors. The solar project is pending permit approval, with a projected mobilization date of August 20. Meanwhile, we are continuing to address an urgent issue at our Burney facility, where the replacement parts for the automatic transfer switch (ATS) did not resolve the problem. The Fall River Kitchen cabinet project has been submitted to HCAI, and design work is ongoing for the Fall River Dietary HVAC system, the Fall River Clinic and Burney Kitchen. We also requested a temporary occupancy permit from the county for staff only access to the TCCN Building. However, at this time the work required to get this temporary access outweighs the benefits.

### **Strategic Planning Workshop**

We have successfully finalized our strategic plan, and our Executive Leadership Team (ELT), Director, and Management teams are now focused on establishing department priorities for Fiscal Year 2025. These priorities are being aligned with the objectives and goals outlined in our new strategic plan.

### Ambulance

This past month, our Ambulance Manager brought to my attention a critical situation regarding Burney Fire's inability to provide ambulance services for what we knew as an indefinite period at the time. As a result, MMHD became the sole provider of ambulance services in the area, with Southern Cascades currently not providing any ambulance services either. To guarantee adequate coverage for our communities, I authorized the addition of an ambulance to our service. This ensured that our hospital district and surrounding areas received the necessary emergency medical services. In total we covered 6 and a half days from July 12 to July 18.

#### Cerner

After conducting additional training sessions with Cerner solution leads, our executive leadership team collectively decided to retain Point Click Care as our Long-Term Care (LTC) electronic health records (EHR) solution. This decision was made to ensure that our residents receive the highest level of care possible. Although some outstanding issues were addressed, the persistent concerns surrounding care plans remained, which threatened to compromise the quality of care we provide and potentially put us at risk of future relicensing issues. Cerner's lack of experience in implementing their community works EHR solution in California, as well as their inability to meet California's standards for care plans, was a major concern. The only facility that we spoke with that has community works for their LTC uses a paper process for care plans due to Cerner's EHR system not being compliant with California standards.

#### **Employee Housing**

In recent weeks, the lodge has experienced a series of significant incidents that have impacted our operations. Firstly, a PG&E contractor's tree-cutting work near power lines resulted in a fallen tree damaging our water main, causing it to break. Our water well has been struggling to meet demand during the summer months, leading to water shortages at the lodge and potable water being trucked it to maintain operations. Investigations suggest that our well has failed, and it is likely that the well has run dry, necessitating the drilling of a new well. A proposal for this work will be presented in this month's agenda. Our main lodge's water heaters also malfunctioned, requiring replacement. Fortunately, the previous owner had left a spare water heater for the main lodge, which expedited the replacement process. A fire also broke out near the lodge and powerhouse, but thanks to the prompt response of fire authorities, it was quickly contained and prevented from spreading to the lodge.

#### Collaboration

This month I had the opportunity to attend a meeting with Dr. Watson and representatives from Shasta Regional, Mercy Medical Redding, the California Hospital Association, and the Shasta County Department of Mental Health to discuss the challenges of providing mental health services in our county. Although the meeting was productive, I left with the impression that our biggest hurdle will be maintaining visibility and relevance with the county authorities, as it appears their focus is on larger healthcare systems. However, since that meeting I have been able to secure a site visit with Dr. James Mu Shasta counties Public Health Officer. The goal of this meeting is to give a tour of our sites so Dr. Mu can learn more about our facilities and operations.