

Chief Executive Officer
Chris Bjornberg



Board of Directors
 Jeanne Utterback, President
 Tami Vestal-Humphry, Vice President
 Beatriz Vasquez, Ph.D., Secretary
 Abe Hathaway, Treasurer
 Tom Guyn, M.D., Director

Board of Directors
Regular Meeting Agenda
 October 26th, 2022 at 1:00 pm
 Pit River Lodge Employee Housing
 24500 Pit 1 Power House Road, Fall River Mills

MICROSOFT TEAMS MEETING [Click Here to Join](#)
 Call In Number: 1-279-895-6380
 Phone Conference ID: 190 853 653#
 Meeting ID: 215 977 560 816
 Passcode: DjioGD

Mission Statement

Mayers Memorial Hospital District serves the Intermountain area, providing outstanding patient-centered healthcare to improve quality of life through dedicated, compassionate staff, and innovative technology.

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.

		Approx. Time Allotted
1	CALL MEETING TO ORDER	

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

3.1	Regular Meeting –September 28, 2022	Attachment A	Action Item	2 min.
-----	-------------------------------------	---------------------	--------------------	--------

4	DEPARTMENT/QUARTERLY REPORTS/RECOGNITIONS:			
---	---	--	--	--

4.1	Resolution 2022- 13– September Employee of the Month	Attachment B	Action Item	2 min.	
4.2	Safety Quarterly	Val Lakey	Attachment C	Report	2 min.
4.3	Respiratory Therapy	David Ferrer	Attachment D	Report	2 min.
4.4	Employee Housing	Joey Marchy	Attachment E	Report	2 min.
4.5	Construction – Project Management	John Morris	Attachment F	Report	2 min.

5	BOARD COMMITTEES			
---	-------------------------	--	--	--

5.1	Finance Committee			
5.1.1	Committee Meeting Report: Chair Hathaway		Report	5 min.
5.1.2	September 2022 Financial Review, AP, AR and Acceptance of Financials		Action Item	5 min.

5.1.3	Disposal of Property – 43216 5 th Street, FRM, CA – APN 032-160-029: Recommendation from Finance	Attachment G	Action Item	2 min.
5.1.4	IV Pumps	Attachment H	Action Item	2 min.
5.1.5	Notice to Award Master Planning Services Contract to Aspen Street Architects, Inc.: Recommendation from Finance	Attachment I	Action Item	2 min.
5.2	Strategic Planning Committee			
5.2.1	No October Meeting		Information	1 min.
5.3	Quality Committee			
5.3.1	October 19 th - Meeting DRAFT Meeting Minutes Attached	Attachment J	Report	5 min.
6	OLD BUSINESS			
6.1	By-laws Review – First Reading	Attachment K	Discussion/ Action Item	10 min.
6.2	BOD Assessment Process		Action Item	10 min.
7	NEW BUSINESS			
7.1	Policy and Procedure Summary	Attachment L	Action Item	5 min.
7.2	Nominating Ad Hoc Committee for Board Officers - Appointed by Chair			5 min.
8	ADMINISTRATIVE REPORTS			
8.1	Chief's Reports – <i>Written reports provided. Questions pertaining to written report and verbal report of any new items</i>			
8.1.1	Chief Financial Officer – Travis Lakey		Report	5 min.
8.1.2	Chief Human Resources Officer – Libby Mee		Report	5 min.
8.1.3	Chief Public Relations Officer – Val Lakey	Attachment M	Report	5 min.
8.1.4	Chief Clinical Officer – Keith Earnest		Report	5 min.
8.1.5	Chief Nursing Officer – Theresa Overton		Report	5 min.
8.1.6	Chief Operation Officer – Ryan Harris		Report	5 min.
8.1.7	Chief Executive Officer – Chris Bjornberg		Report	5 min.
9	OTHER INFORMATION/ANNOUNCEMENTS			
9.1	Board Member Message: Points to highlight in message		Discussion	5 min.
9.2	December Board Meeting Date: December 7 th		Information	5 min.
10	ANNOUNCEMENT OF CLOSED SESSION			
	MED STAFF CREDENTIALS - GOVERNMENT CODE 54962			
	MEDICAL STAFF APPOINTMENT			
10.1	Haroon Rehman, MD – Oncology		Action Item	5 min.
	MEDICAL STAFF REAPPOINTMENT			
	David Panossian, MD – Pulmonary Care			
	Julia Mooney, MD – Pathology			
11	RECONVENE OPEN SESSION			
1	ADJOURNMENT: Next Meeting December 7, 2022			

Posted 10/21/2022

Chief Executive Officer
Chris Bjornberg



Board of Directors
Jeanne Utterback, President
Tami Vestal-Humphry, Vice President
Beatriz Vasquez, PhD, Secretary
Abe Hathaway, Treasurer
Tom Guyn, MD, Director

Board of Directors
Regular Meeting
Minutes

September 28, 2022 – 1:00 pm
FR Boardroom & Microsoft Teams

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.

- 1 CALL MEETING TO ORDER:** Jeanne Utterback called the regular meeting to order at 1:00 PM on the above date.

BOARD MEMBERS PRESENT:

Jeanne Utterback, President
Tami Vestal-Humphry, Vice President
Beatriz Vasquez, PhD, Secretary
Abe Hathaway, Treasurer
Tom Guyn, MD, Director

ABSENT:

STAFF PRESENT:

Chris Bjornberg, CEO
Travis Lakey, CFO
Ryan Harris, COO
Theresa Overton, Interim CNO
Keith Earnest, CCO
Val Lakey, CHRO
Libby Mee, CPRO
Jessica DeCoito, Board Clerk
Kristi Schultz, Retail Pharmacy Tech
Dana Hauge, Employee Wellness
Lesley Stevenson, CAN Station 2

- 2 CALL FOR REQUEST FROM THE AUDIENCE - PUBLIC COMMENTS OR TO SPEAK TO AGENDA ITEMS: NONE**

- 3 SPECIAL PRESENTATION: BETA** – Risk management specialists with BETA are onsite today to help with our safe patient handling program. MMHD was also presented with an award for our Employee Safety Wellness Initiative Domain for 2021.

4 DEPARTMENT/OPERATIONS REPORTS/RECOGNITIONS

- | | | | |
|-----|--|------------------------------|----------------------------|
| 4.1 | A motion/second carried; Board of Directors accepted the minutes of August 28, 2022. | <i>Humphry,
Hathaway</i> | <i>Approved by
All</i> |
|-----|--|------------------------------|----------------------------|

5 DEPARTMENT/OPERATIONS REPORTS/RECOGNITIONS

- | | | | |
|-----|---|------------------------------|----------------------------|
| 5.1 | A motion/second carried; Lesley Stevenson was recognized as August Employee of the Month. Resolution 2022-11. CNA at Station 2. Lesley is on year 15 with MMHD. Kind words from the folks who nominated Lesley were shared. Thank you to Lesley for her dedication to our patients, residents and our community. | <i>Humphry,
Hathaway</i> | <i>Approved by
All</i> |
| 5.2 | Pharmacy: see CCO report | | |
| 5.3 | Retail Pharmacy: written report submitted. Review of report provided by Kristi Schultz. Conversations are in place with Mountain Valley's to provide lockers for pharmaceuticals that our Retail Pharmacy would monitor and provide medications to. Shout out to the team for all the hard work and research into the remote lock boxes for medications for our patients and community. Kristi was able to identify specific issues in our 340B program that she has been able to fix, including inventory. | | |
| 5.4 | Physical Therapy: written report submitted with Physical Therapy's Strategic Priorities for FY2023. | | |

6 BOARD COMMITTEES

6.1 Finance Committee

- 6.1.1 **Committee Report:** Reviewed the finances and notes provided by the CFO.

6.1.2	August 2022 Financials: motion moved, seconded and carried to approve financials.	<i>Hathaway, Humphry</i>	<i>Approved by All</i>
6.1.3	Board Quarterly Finance Review: motion moved, seconded and carried to approve the quarterly finance review.	<i>Hathaway, Humphry</i>	<i>Approved by All</i>
6.2	Strategic Planning Committee Chair Vasquez: review the of the Strategic Planning Priorities FY2023, as provided in an email on September 28 th and hard copies at the Board Meeting on September 28 th . Motion moved, seconded and carried to approve the SP Priorities as provided.	<i>Vasquez, Hathaway</i>	<i>Approved by All</i>
6.3	Quality Committee Chair Utterback: DRAFT Minutes attached. The new format is under way and the departments are working on establishing their metrics, measures and how they are monitoring those items. We have yet to see the actual data but are looking forward to seeing the dashboards. Pros and Cons list will be provided between the accrediting organizations that we can choose from.		
7	OLD BUSINESS		
7.1	Master Planning & Chartis Update: Review of the Chartis data provided in the email sent September 28 th and the hand copies provided at the Board meeting. Master Planning services RFP is due this Friday, September 30 th . Once we have those in hand, a committee will score the RFP's independently, then meet up and discuss to provide the Board with a recommendation. Small & Rural Hospital Relief Program – which we have been awarded but we are unknown of the funds awarded because there are additional pieces required that we won't have until the Master Planning RFP is completed.		
8	NEW BUSINESS		
8.1	By-Laws Review: Board Clerk will send out the current set of by-laws to the Board. All changes, questions and concerns will go into Board Clerk. We will set up a "retreat/workshop" for all of us to meet up and discuss the changes. Then provide a full updated copy to be approved at the Board Meeting.		
8.2	BOD Assessment Process: Board Members and CEO to provide changes to the list of questions to Board Clerk. Final list of questions will be provided at October Board Meeting for final approval. Report will be completed by Board during the month of November and final summary provided at December's Board Meeting.		
9	ADMINISTRATIVE REPORTS		
9.1	Chief's Reports: written reports provided in packet		
9.1.1	CFO: will be meeting up with FINCH regarding our Bonds. Charts will be year to date rather than by months.		
9.1.2	CHRO: really good discussions with a recruiter for our open Radiology positions. COVID employee cases are ever changing and total numbers go up. Updates from CDPH with masking, vaccination status and testing are changing. Navigating all the new rules and keeping everyone in the communication is our focus.		
9.1.3	CPRO: Active Shooter Education training was great and informative. The collaboration with the Shasta Co. Sheriff's department has been a great benefit to both agencies. Our functional drill will be November 18 th . The signage at the road for the Employee Housing is being repaired. Our promotional video footage of the lodge is being set up for the employee housing facility. We are very excited to have three local high school students job shadowing us for the next school year. They are scheduled to be in every department to help show them all aspects of the healthcare industry. Cornerstone Ceremony is on October 8 th .		
9.1.4	CCO: Blood Drive at the High School tomorrow – Senior Project with a local high school student. Hospice is very busy with patients. Bi-Valent boosters are available – please call the Mayers Rural Health Clinic. Meds to Beds program will launch in the first week of October.		
9.1.5	CNO: Burney Annex is in the RED status. FR is in GREEN status. Necessary isolation has been set up and staff are all in required PPE. The Director of Nursing on the Skilled Nursing Facility job is open and posted on our website. The summer CNA class was delayed trying to recruit more students. The current pool of students is working on the floor as Unit Aids to help give them an idea and some experience on the floor before they jump into the class. Correction on report for ER stats – it should say "August" not "July"		
9.1.6	COO: Nurse Call Project, Water Tank Pump Project and Demo Project are all in a closeout phase. We met with HCAI, Greenbough Design, NMR and other vendors to help make a checklist of everything we need to do to get these projects closed. IT is experiencing staff shortages, but we have some applicants we are going to be meeting with shortly. The Clinic is currently in the process of being certified to do DOT testing. Working on getting the affiliate license for the Mobile Rural Health Clinic.		

Public records which relate to any of the matters on this agenda (except Closed Session items), and which have been distributed to the members of the Board, are available for public inspection at the office of the Clerk to the Board of Directors, 43563 Highway 299 East, Fall River Mills CA 96028. This document and other Board of Directors documents are available online at www.mayersmemorial.com.

9.1.7 **CEO:** kudos to the Executive Leadership Team and all the work they've done in the past months with everything going on.

10 OTHER INFORMATION/ANNOUNCEMENTS

10.1 Board Member Message: BETA award, Employee of the Month, Cornerstone Ceremony, Conference Attendance by ELT members.

11 ANNOUNCEMENT OF CLOSED SESSION: 3:38 pm

12 CLOSED SESSION

12.1 Personnel – Government Code 54957

13 ANNOUNCEMENT OF OPEN SESSION: 4:00 pm –

14 ADJOURNMENT: 4:00 pm

Next Regular Meeting: October 26, 2022

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 Hospital District

Board Member

Board Clerk



RESOLUTION NO. 2022-13

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

Hollie Lappin

As September 2022 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, Hollie Lappin is hereby named Mayers Memorial Healthcare District Employee of the Month for September 2022; and

DULY PASSED AND ADOPTED this 26th day of October 2022 by the Board of Trustees of Mayers Memorial Healthcare District by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Jeanne Utterback, President
Board of Trustees, Mayers Memorial Healthcare District

ATTEST:

Jessica DeCoito
Clerk of the Board of Directors



Safety/ Emergency Preparedness Quarterly Report

October 2022 Regular Board Meeting

Presented by: Valerie Lakey

Safety and Emergency Preparedness projects have been many over the last quarter.

We collaborated with the Shasta County Sheriff Department to plan for a functional Active Shooter Drill. We had a virtual active shooter drill sent to all staff followed by an tabletop for management staff on September 22. The Active Shooter tabletop education was very successful. We continue to work closely with the Shasta County Sheriff Department, who presented the training for our management group. We will be doing a functional drill for all staff November 18. Education and information will be going out to staff moving forward on a regular basis.

We also worked with the Sheriff Department to provide them a small office space on the Fall River campus. They want to have more of a presence in the Fall River Valley. This will also be a great benefit to us. We have a meeting in early November to work out the space and IT logistics.

The Hazard Vulnerability Analysis (HVA) process was completed by the safety committee and the final version for this year was approved by the board this summer. We are required to approve and HVA for each campus annually.

We are in the process of implementing Orange Dot program which is a part of our Workplace Violence Prevention Plan. The program will help to identify potentially aggressive patients and residents. Currently, IT is working on the documenting portion in the system, we are providing training starting with nursing staff and developing the material for entire staff briefing.

The MyEOP system was made available on the desktop as well as the mobile APP. (MayersEOP Password: MMHD). This is a valuable resource for staff. We have also received the updated maps for our emergency flip charts and additional charts for our growing campuses.

I attended the CHA Statewide Disaster Conference | September as a member of the and a speaker. The California Hospital Association Annual Disaster Conference was a very informative event. Dana Hauge and I attended and participated in a variety of sessions. One of particular interest was the Joint Commission Emergency Preparedness Guidelines. We took away some very useful information that will help us to streamline some of our processes.

We have tested the emergency panic buttons and the systems is working very well and directly communicates with SCSO dispatch. The buttons are an emergency resource for staff when they are unable to make a 911 call.

Badge access issues for SCSO have been resolved and SCSO has emergency access to our facility.

We continue to meet with departments to review safety and emergency preparedness items and important points for survey.

Respiratory Therapy

- Quality/Service
Obtain certification or registration for PFT's

- Growth
Research and create business plan for two growth opportunities.
 - License/space/OSHPD
 - Staff
 - Reimbursement
 - Evidenced by presentation to board strategic planning and potentially the full board.

- Quality/Service
Create asthma class outreach curriculum approved by CCO.
(where? Targeted to whom? I think this should be part of a facility wide community engagement plan)



Communication Pillar

Executive Leader: *Ryan Harris, COO*

Director or Manager: *Joseph Marchy*

Department: *Employee Housing*

Last Updated:

Current Year	Specific Plan & Estimated Completion Date	Driver	Current Actions
Priority:			
By FYE 2023, develop and implement a plan for guest stays and recruitment strategies, that include management software, housing rules, policies and procedures.	Create promotional video in conjunction with marketing	Joey/Val	Used a videography company to create a video of the lodge that included testimonies from our current guests. Includes stills of property and drone footage.
Priority Ideas for Next Year			



Quality / Service Pillar

Executive Leader: *Ryan Harris, COO*

Director or Manager: *Joseph Marchy*

Department: *Employee Housing*

Last Updated:

Current Year	Specific Plan & Estimated Completion Date	Driver	Current Actions
Priority:			
By FYE 2023, track and establish a baseline of how long it takes to turn over a room for the lodges and houses.		Joey/Carol	Change in bedding that's more efficient for a quick turnaround
By FYE 2023, develop a review program and receive a 4 out of 5 STAR Rating tfrom housing guests.	Create survey for tenants to complete. This will establish baseline for the review program	Joey	Survey DRAFT complete
Priority Ideas for Next Year			



Quality / Service Pillar



Executive Leader: *Ryan Harris*

Director or Manager: *John Morris*

Department: *Project Management*

Last Updated:

Current Year	Specific Plan & Estimated Completion Date	Driver	Current Actions
Priority: By FYE 2023, do not have an increase in workmen's insurance claims year over year for construction activities.			
	Get information on workmen's comp claims from Libby		
	Build a construction safety program for MMHD construction sites by January 1, 2023.		
Priority Ideas for Next Year			



Growth Pillar

Executive Leader: *Ryan Harris*

Director or Manager: *John Morris*

Department: *Project Management*

Last Updated:

Current Year	Specific Plan & Estimated Completion Date	Driver	Current Actions
Priority:			
By FYE 2023 complete and pass the Inspector of Record B Test.	Test by End of October		
	Test by End of April (if needed)		
By FYE 2023 have all Master Planning deliverables completed per the RFP			Aspen Street Architects, Inc. selected by scoring committee.
Priority Ideas for Next Year			

Chief Executive Officer
Christopher R Bjornberg



Board of Directors
Jeanne Utterback, President
Tami Vestal-Humphry, Vice President
Beatriz Vasquez, Ph.D., Secretary
Abe Hathaway, Treasurer
Tom Guyn, M.D., Director

October 26, 2022

To All Interested Parties:

RE: Notice of Availability/Offer to Sell Surplus Property

As required by Government Code Section 54220 of the State of California, Mayers Memorial Healthcare District (District) is providing notification that the District intends to **sell** the surplus property listed in the accompanying table.

In accordance with Government Code Section 54222, you have sixty (60) days from the date this offer was sent via certified mail or electronic mail to notify the District of your interest in acquiring the property. However, this offer shall not obligate the District to sell the property to you. Instead, the District would enter into at least ninety (90) days of negotiations with you pursuant to Government Code Section 54223. If no agreement is reached on sales price and terms, or lease terms, the District may market the property to the general public.

As required by Government Code Section 54227, if the District receives more than one letter of interest during this 60 day period, it will give first priority to entities proposing to develop housing where at least 25 percent of the units will be affordable to lower income households. If more than one such proposal is received, priority will be given to the proposal with the greatest number of affordable units. If more than one proposal specifies the same number of affordable units, priority will be given to the proposal that has the lowest average affordability level.

In the event your agency or company is interested in purchasing the property, you must notify the District in writing within sixty (60) days of the date this notice was sent via certified mail or electronic mail. Notice of your interest in acquiring the property shall be delivered to Travis Lakey, CFO, at PO Box 459/43563 HWY 299, Fall River Mills, CA 96028. You may also direct your questions to tlakey@mayersmemorial.com or by calling 530-336-5511.

Entities proposing to submit a letter of interest are advised to review the requirements set forth in the Surplus Land Act (Government Code Section 54220-54234).

Sincerely,

Jeanne Utterback, President
Mayers Memorial Healthcare District Board of Directors

MAYERS MEMORIAL HEALTHCARE DISTRICT IV INFUSION SYSTEM

Keith Earnest, CCO

Theresa Overton, CNO

Moriah Padilla, Acute Care Manager

Alexis Cureton, Emergency Department Manager

OVERVIEW

Mayers Memorial Healthcare District Acute Care Settings are in need of a new IV Infusion System and through a reviewal committee process, we propose the Ivinex Infusion Solution as the top competitor and choice. This investment is projected to have a fiscal impact of \$216,820 at start-up, and \$13,504 annually thereafter.

Statement of Need – Characteristics of Current System

- Over life expectancy, and no longer able to be replaced
- Many are broken and we are out of service contract
- Difficult and time consuming by pharmacist to update drug library
- Increased medication adverse events
- Increased patient safety concern
- JCAHO requires smart pump infusion system

Process Used for Pump Evaluation

- Multidisciplinary team established a review committee for several infusion systems
- Compared Ivinex and B. Braun Systems in live events
- Established pump requirements, needs, and patient safety goals to create a scoring system
- Analyzed results of scoring system

Analyzed Scoring System Results – Attachment A

- Recommendation: Ivinex Infusion 92.8%
- Alternate Option: B. Braun 29.3%

RECOMMENDATION

The Ivinex Infusion System surpasses its competitors in several categories, increases patient safety, and meets the standards initiated by JCAHO. Moving forward with this pump is a step in the right direction and correlates with the strategic pillars of patient safety

Rationale

- IV Infusion Pump Price Comparison 2022 – 2027 – Attachment B
- JCAHO Compliant – Attachment C
- Align with strategic pillar markers quality service, growth, and communication
 - Innovative technology, increased safety features, FDA approval, narrowed error margin, server dashboard for monitoring of high-risk infusions

Contract

- Reviewed by Jack Hathaway with no concerns at this time
- Quote – Attachment D
- Contract – Attachment E

Ivinex Features Not Seen in Current Market

- Programmed to use 5ml-60ml syringe for IV Push medications
- Designed so tubing will not free flow
- Alerts to duplicate or incompatible medication
- Accuracy not affected by IV bag height, etc.
- Distal occasion auto restart
- Offers option to review status of infusions remotely
- Does not require annual maintenance
- Can be cleaned with any spray or wipe disinfectant
- FDA Approval
- 5% margin of error (others on market is 10%)

Important Facts

- Cerner requirement – Hospitals to be live with their IV Pump for 6 months prior to integration
- Signed Contract prior to September 30th – Additional \$20,240 savings (Based on 44 units purchased)

Visual Aid



B. Braun				
Easy to use	10	6	6	6
Drug dose calculation is easy to use	10	6	7	4
hard and soft limits available while programming	2	5	6	7
hard and soft limits available while infusing	2	5	5	0
Is designed so the tubing wont free flow	10	10	7	10
Air can be removed from the line	0	5	6	0
Alerts you to incompatible drugs	0	0	0	0
Easty to adjust the dose or rate	0	7	7	4
Easy to program a boluse dose	0	6	8	0
Defaults into the drug library	0	5	5	0
alerts to a dujpicate medication	0	0	0	0
automatically adjusts to maintain accuracy	0	0	0	0
accuracy is not affected by IV bag height, etc	10	3	5	0
Has an "Infuse Until Empty"	0	0	0	0
easy to adjust alarm volume	0	0	0	0
easy to read the color dispaly screen at a distance	0	4	4	2
Wireless	0	8	8	0
supports smart pump programming	0	7	7	6
has distal occlusion auto restart	0	0	0	0
Offers an option to revie the status of your infusions remotely	0	5	0	0
Does not require annual maintenance	0	0	0	0
Can be cleaned with any spray or wipe disinfectant	10	0	5	0
Can be programmed to use 5ml-60ml syringe for IV push	0	0	0	0
	54	82	86	39
	23.5%	35.7%	37.4%	20.5%
				29.3%

Ivinex			
Easy to use	8	9	10
Drug dose calculation is easy to use	8	9	9
hard and soft limits available while programming	10	9	10
hard and soft limits available while infusing	10	9	10
Is designed so the tubing wont free flow	8	9	10
Air can be removed from the line	10	9	10
Alerts you to incompatible drugs	9	9	10
Easy to adjust the dose or rate	8	10	8
Easy to program a boluse dose	8	10	10
Defaults into the drug library	10	9	10
alerts to a dujplicate medication	10	9	10
automatically adjusts to maintain accuracy	10	9	10
accuracy is not affected by IV bag height, etc	10	9	10
Has an "Infuse Until Empty"	10	9	10
easy to adjust alarm volume	8	9	8
easy to read the color dispaly screen at a distance	8	0	10
Wireless	10	9	10
supports smart pump programming	10	9	8
has distal occlusion auto restart	10	9	10
Offers an option to revie the status of your infusions remotely	8	10	10
Does not require annual maintenance	10	10	10
Can be cleaned with any spray or wipe disinfectant	10	10	10
Can be programmed to use 5ml-60ml syringe for IV push	10	10	10
	213	204	223
	92.6%	88.7%	97.0%
			92.8%

IV Infusion Pump Price Comparison 2022-2027

Ivenix	2022	2023	2024	2025	2026	2027	
<i>Basic System Quote</i>							
44 units (Pumps & Accessories)	\$111,320						
Management Software	\$75,020						
Implement/Training	\$16,976						
Maintenance/Support/Other		\$13,504	\$13,504	\$13,504	\$13,504	\$13,504	
2 Yr warranty	\$0						
Total	\$203,316	\$13,504	\$13,504	\$13,504	\$13,504	\$13,504	5 Year Total \$270,836

B-Braun	2022	2023	2024	2025	2026	2027	
<i>Basic System Quote</i>							
44 units	\$99,220						
Software Kit	\$5,000						
Implementation/Training							
<i>Cerner Integration</i>							
Cerner Integration Start-Up		\$140,000					
Cerner Integration Annual Service Fee			\$40,000	\$40,000	\$40,000	\$40,000	
Technical Safety Check (every 2 years)			\$3,080		\$3,080		
Technical Service Agreement		\$3,300	\$3,300	\$3,300	\$3,300	\$3,300	
DoseGuard Subscription Renewal					\$6,500.00	\$6,500.00	
Total	\$104,220	\$143,300	\$46,380	\$43,300	\$52,880	\$49,800	5 Year Total \$439,880

Achieving Compliance with The Joint Commission’s Sentinel Event Alert

August 10, 2021

Achieving compliance with The Joint Commission’s *Sentinel Event Alert* on optimizing smart infusion pump safety with DERS.

Ivy Ruth Andreica PharmD, BSN, FISMP, Clinical and Medication Safety Pharmacist, Ivenix, Inc.

Robert Canfield, Director of Marketing, Ivenix, Inc.

The Joint Commission recently issued a [Sentinel Event Alert](#) regarding optimizing smart infusion pump safety with dose error reduction software (DERS).¹ Currently, DERS is the standard of care for ensuring healthcare organizations safely administer IV infusions¹. Best practices state that healthcare organizations should have Dose Error Reduction Software (DERS) compliance goals of at least 95% or better.² However, many healthcare organizations implementing infusion technology do not realize all of the benefits of smart infusion pumps.

We will examine each of the recommendations identified in “Sentinel Event Alert 63: Optimizing Smart Infusion Pump Safety with DERS” made by The Joint Commission. We will also share how the Ivenix Infusion System supports hospitals in improving patient safety by addressing the challenges presented by these recommendations.

Recommendation #1:

Leadership assigns responsibility by identifying a multidisciplinary project team or department (such as the pharmacy and therapeutic committee) responsible for smart infusion pump interoperability, including DERS, the oversight of drug library revisions or additions, infusion protocols, smart infusion pump maintenance, and related issues¹.

Smart pump infusion technology is more successful when multidisciplinary teams collaborate and work together. For example, during drug library creation, health systems with a group of pharmacists or smaller hospitals with only one pharmacist will gather a project team with representatives from each department or unit to gain consensus for infusion pump safety configurations. Because these settings may be different for each department, it is critical to ensure that respective departments contribute and approve the infusion pump safety configurations. This process is time-consuming and requires aligned coordination of each attendee’s time, participation from a representative from each department, and traditionally is done using paper worksheets. These printed worksheets are often distributed, completed, and collected during each meeting. Values like DERS limits, the audio volume level of alarms, the occlusion pressure setting, and air-in-line alarm thresholds are just a few examples of the customization a department representative is asked to decide.

The Ivenix Infusate Library Manager supports collaboration across hospital and health system infusion therapy committees in real-time via a secure browser-based data repository. Once the drug library editors add content, they can add notes viewable across the project team. In addition, drug library editors can transition infusates into a draft state for reviewers to evaluate and comment on the content.

Changes are made in the draft state, team reviewers can test the draft settings on a web-based pump simulator, and changes can be sent to the Ivenix Infusion System Large Volume Pumps (LVP) as they are approved.

Traditional processes require in-person or virtual meetings and a line-by-line discussion of the build of a drug library. Ivenix evaluated these processes and created new tools for multidisciplinary collaboration on interoperability, DERS, drug library oversight, infusion protocols, and the total cost of ownership associated with infusion technology. This evaluation revealed a strong need for a system of systems approach to problem-solving. As a result, Ivenix implemented a data-driven design and released to market the Ivenix Infusion System.

The nurses, doctors, pharmacists, and engineers at Ivenix built the Ivenix Infusion System to support nursing and patient safety collaboration between pharmacists, informaticists, and biomedical engineering. This software-based tool supports the rapid build and collaborative revision of the drug library and pump settings, rapid adoption tools for expediting smart pump auto-programming, and reduction of the total cost of ownership attributed to infusion pump maintenance. In addition, biomedical engineers experience advantages from predictive maintenance reporting, no device calibrations, and exceptional battery life.

Read more about [Analyzing the actual total cost of ownership \(TCO\) for a hospital infusion pump](#)

Related:

- [Infusion Insight: Small Volume Parenteral Shortages Shouldn't Mean Big Problems for Pharmacists and Nurses](#)
- [Ivenix Creates a Fundamentally Different Infusion Therapy Experience](#)

Recommendation #2:

Define a process to create, test, regularly engage with, and maintain a drug library¹.

Hospitals we have spoken with have shared their concerns about being overburdened with the upkeep and maintenance of technology in their facilities. In many cases, drug libraries are not maintained when infusion pump technology is implemented because updating the drug library is too challenging to perform frequently. Traditional processes for updating drug libraries are often reliant on the power-off and power-on sequence of the infusion pump and the reset of the pump to a “New Patient” status. In nearly all cases, the clinician is expected to wait for the update process to execute. This update process is traditionally accomplished by wireless transmission of the drug library as a complete file. This file is then applied to the pump in a rip and replace fashion and requires the clinician to wait for the update to complete while viewing a “please standby” message.



At Ivenix, we view this rip and replace process as equivalent to asking an airline pilot to wait while a new map is loaded into the onboard navigation system. Delays like this are not practical. In a modern hospital environment, we consider this kind of delay unacceptable and a contributor to the underutilization of DERS.

[The Ivenix Infusion System](#) is built to meet hospital infusion therapy needs by eliminating pain points that often lead to clinicians underutilizing DERS. Recent studies identified drug library update delays of up to 6 months.^{3,4} Over 30% of infusions were infused with outdated drug libraries.^{3,4} And over 22% of alerts were unnecessary.^{3,4} The clinician experience when using an outdated drug library can be negatively impacted by the alert fatigue resulting from avoidable alerts. The Ivenix pump workflow defaults the clinician prompts to the drug library. Automating this process ensures drug library compliance is high.

Wirelessly sending updates to the pumps is accomplished in near real-time to the entire fleet. Drug library updates are sent and applied to individual limit configuration items quickening the update process. The update of the pumps is immediate, taking only minutes to be applied. If an infusate with a change is running, the change is applied after the infusion is completed. This rapid drug library update capability minimizes the chances of a clinician infusing with the wrong DERS or without DERS protection at all. The drug updates sent to the pump are immediately available, do not interrupt actively running infusions, and do not require clinician acknowledgment or a pump power off. This lack of reliance on user interaction to trigger the drug library update allows nurses and pharmacists to focus on patient care.

Read more about the [Prevalence of wireless smart-pump drug library update delays](#).

Related:

- [Do Today's Smart Pump Drug Libraries Deserve a Passing Grade?](#)
- [Infusion Pump Drug Libraries: Part 1: Challenges](#)

- [Infusion Pump Drug Libraries: Part 2: Solutions](#)

Joint Commission Recommendation #3:

Train and assess competency of all clinical staff, including nurses and other clinicians who travel to various care settings¹.

[Ivenix](#) has a shared company vision of eliminating infusion-related patient harm. This vision includes a commitment to ensure clinicians fully understand how to use the infusion system, are well trained in a short time, and have a library of guidance resources at the pump display when programming an infusion order.



Figure 1: Ivenix Resource

Library

Guidance and training resources are viewed as fundamental clinician needs. Ivenix meets this need with e-training modules compatible with hospital training software platforms and a unique instructional resource library built into the menus of the pump display. As shown in Figure 1 above, this Resource Library is accessible on the infusion pump to help clinicians with hospital policy, best practices documents, or supporting references.

Simplifying infusion pump programming workflows translates to an intuitive and simplified training experience. The user interface is designed from the ground up with a focus on task efficiency and safety. The infusion pump setup process identifies the clinician. It automatically selects the care profile of their assigned unit or department to simplify input options and limit the possibility of an incorrect care profile selection. The workflow simplicity reduces training time and IV setup steps.

Joint Commission Recommendation #4:

Make the optimal use of DERS expected practice¹.

[The Ivenix Infusion System](#) defaults directly into DERS programming. Clinicians do not have to “opt in” to use the drug library. In addition, clinicians can readily see a graphical representation of the DERS limits with an obvious indication of when the infusion is operating outside DERS. This “Not in Library” indication is displayed on the pump when a clinician has chosen programming without DERS as shown in Figure 2 below.

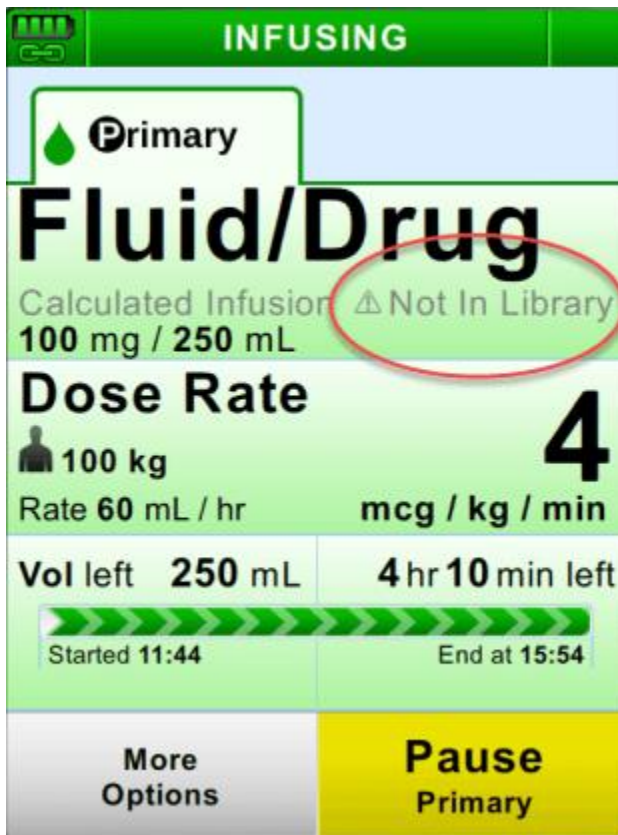


Figure 2: Infusion programmed “Not in Library” indicator (shown circled in red)

The Ivenix Infusion System also aligns drug library editor views with a unique visual display on the infusion pump. This “Visual DERS” is displayed as a red-yellow-green “rainbow” for both the drug library contributors and the clinician at the bedside to visualize limits. Figure 3 below shows the graphic presented to the drug library contributor within the editor software.



Figure 3: Visual DERS in drug library editor software

Figure 4 below shows examples of the three visual alerts displayed on the pump screen corresponding to infusion parameters programmed within range, out of the soft limit range, and out of the hard limit range.

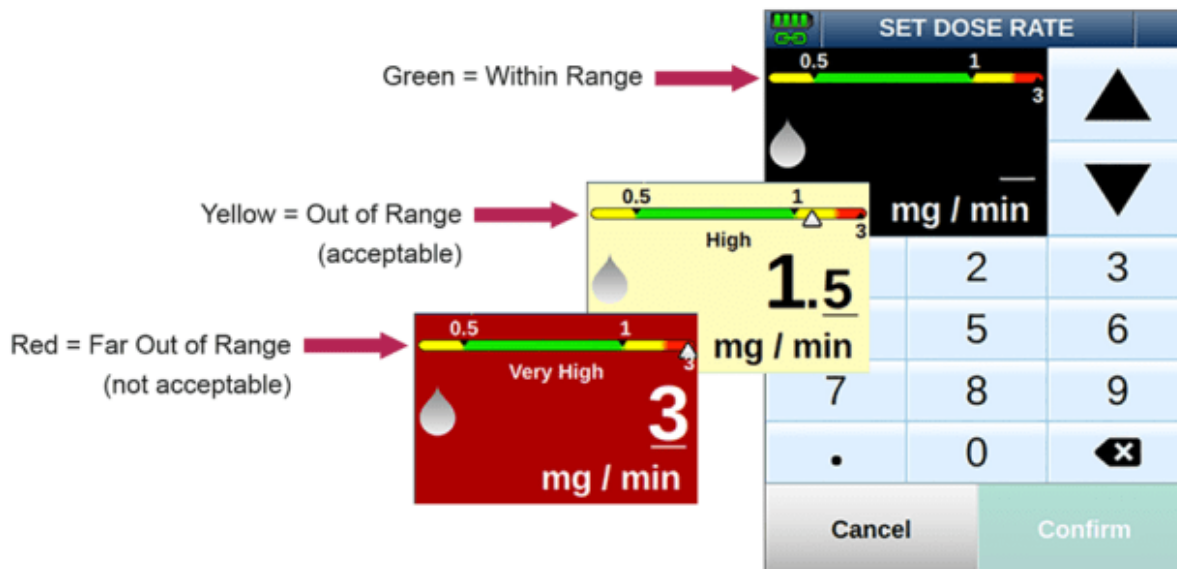


Figure 4: Visual DERS displayed by Ivenix large volume pump

The Ivenix Infusion System DERS updates are transferred wirelessly and take effect without interrupting clinical use. Real-time drug library build and revision collaboration software can reduce or replace in-person, and often challenging to coordinate, infusion committee meetings. This software-based collaboration tool supports the rapid creation and revision of the drug library and pump settings. By simplifying deployment and visualizing DERS within the infusion pump programming workflows, the Ivenix Infusion System encourages optimal use of DERS to achieve better compliance.

Read about how in 2019, the [Ivenix Infusion System won the Human Factors and Ergonomics Society \(HFES\) 18th Annual Stanley Caplan User-Centered Product Design Award](#)

Related:

- [Dose Error Reduction Systems: Features and Functions](#)– ECRI Evaluations and Guidance
- [Infusion Insight: Small Volume Parenteral Shortages Shouldn't Mean Big Problems for Pharmacists and Nurses](#)
- [Safety, Usability, And Security: A Look at Our Path To FDA Clearance](#)

Joint Commission Recommendation #5:

Monitor alerts, overrides, equipment or software recalls, and adverse event and close call reports¹.

Traditional infusion technologies include a continuous quality improvement (CQI) process for monitoring alerts, overrides, DERS compliance, and infusion practice. These data analysis CQI report presentations address DERS alert frequency as a reactive means of adjusting a drug library configuration. This retrospective inquiry of infusion programming events is used to determine changes to the drug library or adjustments to hospital policies. There are three goals of this data harvesting exercise. The first goal is to reduce alerts triggered by the override of soft limits to reduce alert fatigue. The second goal is to identify the need to add a missing hard limit to improve patient safety. The third goal is to identify and adjust restrictive limits possibly interfering with safe clinical practice. Other investigations may uncover opportunities to quiet audio alarm events from the pump or focus on process improvement for specific medications. Unfortunately, the data source often lacks helpful elements like IV administration set tubing type, device location, patient identity, or medication name in many cases.

[The Ivenix Infusion System](#) provides a rich data analysis experience. Programming workflows can capture the pump's location and the patient's identity without the traditional need for infusion pump to EHR interoperability. The medication name is also identified by the system and is available in analysis reports.

During the programming of an infusion, the Ivenix System displays the dosing information on a rainbow-like colored scale to guide the clinician visually. This indicator helps avoid exceeding a limit and reduces the incidence of hard and soft limit alert events. Alert avoidance is accomplished by actively informing the user how the infusion dosing parameters align with hospital policy as the infusion is programmed.

[Ivenix is driving innovation of infusion management](#) and practice optimization using a series of advisories. These advisories inform the team in real time when the infusion is running outside of a drug library or infusing outside of recommended DERS limits. For example, when an infusion is programmed outside the normal range but within a hard limit, the pump and supporting software reports an advisory event to external systems like the Ivenix Infusions Dashboard or a third-party alarm notification platform. The status of this DERS override can be viewed by the patient's care team such as pharmacists on the dashboard or can be routed to mobile alerting solutions.

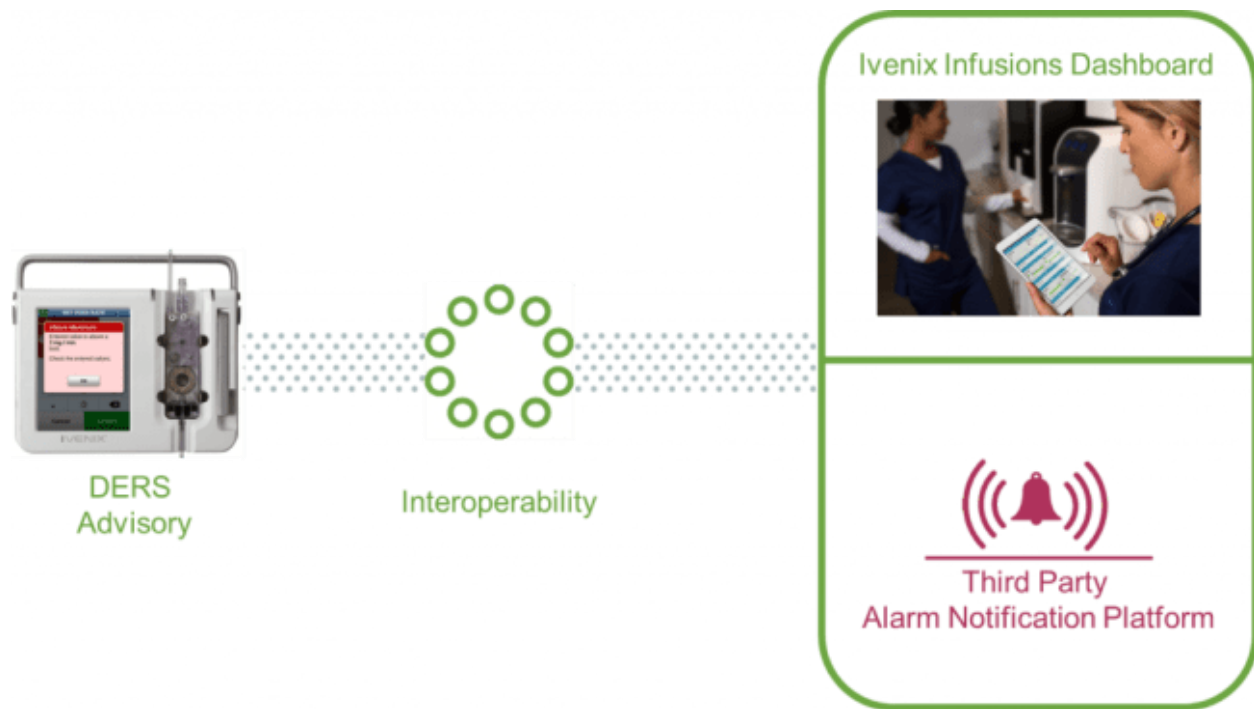


Figure 1: DERS Advisory Messages can be sent to connected systems

This quick analysis and evaluation may help hospitals reduce medication errors in near real-time. Infusion monitoring and CQI analytics with the Ivenix Infusion System provide a broad picture of when the IV programming occurred, where medication administration occurred, to whom infusions were administered, and details on the supplies used for the infusion setup. The software automatically calculates the thresholds for triggering these out of guidance events to simplify drug library compliance monitoring and near real time interventions to minimize adverse events. Hospitals focusing on drug library compliance and reduction of medication error events now have a new tool in their arsenal for improving practice.

Read more about [Using Real-Time Data to Improve Patient Care](#).

Joint Commission Recommendation #6:

If your organization has the capability, connect your smart infusion pump fleet with your EHR system¹.

According to a 2012 ECRI article, 75% of reported infusion-related medication errors could have been averted by successful pump integration (interoperability).³ The percentage of hospitals estimated to have implemented interoperability is less than 15%. This adoption rate is extremely low considering that implementation of auto-programming of infusion orders from the EHR has been shown to be the most robust means of eliminating programming errors.

[The Ivenix Infusion System](#) is designed with the key tenet of keeping technology out of the clinician’s way while leveraging information systems to support simplified clinical workflows. The pump is built to be interoperable and supports the bi-directional exchange of information between the pump and the electronic health record (EHR) through connectivity with the Infusion Management System (IMS). IMS

has built-in tools that ensure the interoperability is seamless with various EHR companies such as Epic, Cerner, and Meditech via iatric and alert notification platforms. The rapid adoption of auto-programming of orders is achieved through tools that automate the manual testing of medication scans.



This manual scanning of every medication traditionally prolongs an infusion pump EHR interoperability implementation making the project a heavy lift for a multi-disciplinary team. However, the automated processes available with the Ivenix Infusion Solution reduces the overall testing time from months to weeks or even days.

Another critical task in the infusion pump to EHR interoperability workflow is scanning the infusion pump identifier (barcode).

Traditionally accomplished by the time-consuming application of a sticker or tag physically applied to the pump by hospital staff, this process can sometimes lead to human error caused by the mismatch of pump identifiers. As discussed in a recent [ISMP article](#), duplicating the same barcode identity on two different infusion channels has occurred leading to incorrect EHR documentation of a continuous insulin infusion. ISMP recommends an independent double-check of the accuracy of pump serial number barcodes when these adhesive stickers are affixed to a pump.

At Ivenix, we think differently...

To improve the accuracy of the scan of the infusion pump, the Ivenix Infusion System displays the barcode on-screen. The value of the barcode is controlled and checked by software in the pump.



Figure 2: Ivenix LVP barcode displayed on screen

The Ivenix Infusion System is also interoperable with other healthcare IT systems through Admission, Discharge & Transfer (ADT) interfaces. This simplified workflow allows clinicians to make a patient-to-pump association without relying on an EHR interoperability interface or additional scanning. In addition, the patient-to-pump association enables interfacing to alarm notification software solutions, enhances the quality of reports, and can assist with error investigation. ADT integration and patient-to-pump association can also help outpatient infusion services billing automation, a charge capture and cost recovery source for many institutions.

This patient identifier workflow, the barcode on display, and the rapid adoption capability allow hospitals to implement bridge solutions to full EHR Interoperability, making auto-programming and auto-documentation more easily implemented when the hospital is ready.

Read more about [How Interoperable Smart Pumps Support Patient Safety](#)

Related:

- [Using Real-Time Data to Improve Patient Care](#)
- [Human Factors and Ergonomics Society \(HFES\) 18th Annual Stanley Caplan User-Centered Product Design Award](#)

- [Implementing Barcode Medication Administration and Smart Infusion Pumps Is Just the Beginning of the Safety Journey to Prevent Administration Errors](#)

Joint Commission Recommendation #7:

Identify and address human and environmental factors — such as understaffing, variation in pumps that can create confusion in controls, workflow distractions, and low lighting or glare — that contribute to smart infusion pump programming errors in your hospital¹.

Industry watch groups and the FDA have identified design shortcomings of traditional infusion technologies. Some examples of infusion pump problems [reported to the FDA](#) are:

- Confusion of controls like key bounce causing extra digits to be entered
- Ambiguous trouble codes making problem isolation a challenge
- Infusion pump fails to generate an audible alarm for a critical problem, such as an occlusion³

At Ivenix, we think differently...

[The Ivenix Infusion System](#) design focuses on infusion therapy challenges with modern human factors and simplicity as core requirements. This approach resulted in a fundamentally different way of pumping fluid, interacting with clinicians, and simplifying workflows. Reducing cognitive load is achieved by utilizing one-step intuitive processes. Ivenix removes technology distractions from the workflow by minimizing reliance on product tip sheets and redundant steps. This simplification is achieved by keeping the clinical user on a single data entry path wherever possible. Workarounds are deterred by providing clinicians a simple user interface with minimal steps and consistent workflows. The usability of the Ivenix Infusion System has received industry recognition as demonstrated by the Human Factors and Ergonomics Society (HFES) 18th [Annual Stanley Caplan User-Centered Product Design Award](#).



Figure 7: Programming screen of the Ivenix Infusion System

Key bounce is not possible with the Ivenix Infusion System large volume pump (LVP) because a cellphone-like touch screen has replaced touchpad keys. Trouble codes displayed include a complete yet concise text-based explanation of the issue in plain language to make resolving the cause quick and straightforward. Because the pump has an automated secondary IV management system, it actively pumps the secondary medication while sensing occlusions often caused by a forgotten closed roller clamp and alarms to notify the clinician. Also, with the automatic occlusion recovery, patients can straighten their arm, and the clinician does not have to go into the room to clear an occlusion alarm.

Low lighting and glare should be considered in the design of any modern infusion system. Screen visibility is optimized by backlight and brightness configurations, a high-resolution display, clear text-based screens, and configurable intelligence supporting the timed dimming of the screen to reduce glare and support a restful patient sleep period. This unique configuration can be customized in different units or departments as preferred by the hospital.



Ivenix Infusion System Quotation for:
Mayers Memorial Hospital

Quote Date: 10/19/2022
Quote Expiration: 12/31/2022
Ivenix Quote Number: 0

Three Corporate Drive, Lake Zurich, IL 60047
Contact: Jeffrey Cutter
Phone: 916-940-8939
Email: jeffrey.cutter@fresenius-kabi.com



Large Volume Infusion Pump



Quantity	Catalog Number	Description	List Price	Discount	Unit Price	Amount
44	LVP-0004	Large Volume Pump (LVP) + LVP Charging Bracket	\$ 4,600	45%	\$ 2,530	\$ 111,320
-	BKT-0004	LVP Charging Bracket (additional)	\$ 525	35%	-	\$ -
1	LVP-SW-0004	Large Volume Pump (LVP) Software, version 5.0.0, license fee per LVP	\$ -	0%	\$ -	\$ -
Total LVP						\$ 111,320

Infusion Management Software



Quantity	Catalog Number	Description	List Price	Discount	Unit Price	Amount
1	IMS-0700	Infusion Management System (IMS), version 4.0.0, license fee per LVP	\$ 1,560	45%	\$ 858	\$ 37,752
1	IMS-0701	System Dashboard, license fee per LVP	\$ 125	45%	\$ 69	\$ 3,025
1	IMS-0702	Analytics and CQI Reports, license fee per LVP	\$ 375	45%	\$ 206	\$ 9,075
1	IMS-0704	Patient Awareness, license fee per LVP	\$ 100	45%	\$ 55	\$ 2,420
1	IMS-0706	Auto-Programming and Documentation, license fee per LVP	\$ 940	45%	\$ 517	\$ 22,748
Total Software						\$ 75,020

Implementation and Training Services

Catalog Number	Description	Amount
EXT-IMP	IIS Implementation and Training	\$ 16,976
Total Implementation and Training Services		\$ 16,976

Total Price of Hardware, Software, and Services

\$ 203,316

Annual Administration Sets

Box Qty	Catalog Number	Description	Box List Price	Discount	Box Net Price	Amount
132	SET-0013-25	LVP Primary Administration Set, Dual-Inlet, Low-Sorbing, Needle-Free Port, Y-Site (Qty 25)	\$ 117.50	15%	\$ 99.75	\$ 13,166
17	SET-0014-20	LVP Blood Products Administration Set, Dual-Inlet, Low-Sorbing, Y-Site, Mesh Filter (Qty 20)	\$ 188.00	15%	\$ 159.80	\$ 2,717
9	SET-0016-25	LVP Epidural Administration Set, Single-Inlet, Low-Sorbing, Microbore, Luer Connector (Qty 25)	\$ 235.00	15%	\$ 199.75	\$ 1,798
44	SET-0019-25	LVP Primary Administration Set, Dual-Inlet, Low-Sorbing, Needle-Free Port, Y-Site, Microbore (Qty 25)	\$ 117.50	15%	\$ 99.75	\$ 4,389
22	SET-0021-25	LVP Primary Administration Set, Single-Inlet, Low-Sorbing (Qty 25)	\$ 117.50	15%	\$ 99.75	\$ 2,194
Total Annual Administration Sets						\$ 24,264

Maintenance, Support and Other

Quantity	Catalog Number	Description	List Price	Discount	Unit Price	Amount
1	EXT-SW-MAINT	Software Maintenance Agreement (Annually assessed, Software updates, Installation support)	18%	0%	\$ 13,504	\$ 13,504
44	EXT-WARRANT	Extended two year warranty	\$ 100.00	100%	\$ -	\$ -
Total Maintenance, Support and Other						\$ 13,504

Notes

Maintenance fees are not paid for the first year in which the software license is activated. Annual maintenance fees begin in year two.
Quotes excludes any applicable taxes/fees.
Contract supersedes any notes on this quote.
Underlying server, configuration and software requirements are the responsibility of the customer

Improving outcomes by bringing the power of intuitive usability, adaptive fluid delivery, and infusion intelligence to the bedside.



This Infusion Purchase Agreement (“Agreement”) is made and entered this 31st day of October 2022 (“Effective Date”) by and between Fresenius Kabi, LLC (“Fresenius Kabi”) and Mayers Memorial Hospital District (“Customer”).

RECITALS

WHEREAS, Fresenius Kabi desires to sell and Customer wishes to purchase equipment, infusion management system software, and disposable sets (together the “Products”) in accordance with the terms and conditions set forth within this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

- 1. Pump Purchases; Pricing.** Customer will purchase from Fresenius Kabi the infusion management system as described by the serial numbers listed in Attachment A (hereinafter, “Equipment”) for use at the Customer location(s) described in Attachment B at the price set forth in Attachment C. The parties agree that if the serial numbers are not available at the time of execution of this Agreement, Fresenius Kabi shall update Attachment A to include such serial numbers as soon as practicable after they determined. Customer will pay two thousand five hundred thirty dollars (\$2,530.00) per unit of Equipment (the “Purchase Price”) in accordance with Section 4 below.
- 2. Disposable Purchases; Pricing.** Customer will purchase directly from Fresenius Kabi the disposable sets (hereinafter “Disposable Sets”) at the prices set forth on Attachment C, attached hereto, for use at the Customer location(s) described in Attachment B. Additionally, Customer may purchase Disposable Sets through the Fresenius Kabi-designated wholesale distributors that are listed in Attachment D, which is attached hereto and incorporated by reference (“Designated Wholesale Distributors”).
- 3. Price Modifications.** Upon this Agreement’s annual anniversary date, Fresenius Kabi may increase the Disposable Sets and infusion management system software fees (hereinafter “Infusion Management System Software Fees”) pricing, as applicable, in whole or in part, by an amount equal to the greater of three percent (3%) or the most recent increase in the Consumer Price Index (for Medical Care) (Not Seasonally Adjusted), as published by the U.S. Bureau of Labor Statistics, and based on a July to July time frame (the “CPI-M Increase”); provided, however, that price increases shall not exceed five percent (5%) in any given year. In addition, in the event that Fresenius Kabi incurs cost increases greater than twenty percent (20%) in the costs of raw materials, components, labor or other costs that are related to the production of any Product(s), Fresenius Kabi may increase all Product pricings by an amount equal to such increased costs.
- 4. Payment Terms; Taxes and Other Charges.** Customer shall pay all invoices in advance of shipment, except if Fresenius Kabi extends credit, Customer will subsequently be invoiced upon shipment with payment due within thirty (30) days of the date on such invoice. Fresenius Kabi reserves the right to charge Customer interest on all past due invoices, one point five percent (1.5%) per month or the highest rate allowed by law, whichever is less. In the event of payment default, Customer will be responsible for Fresenius Kabi’s reasonable costs of collection, including court costs, filing fees and attorney’s fees. Customer may not deduct or offset any disputed amounts from Fresenius Kabi’s invoice. Customer agrees to pay all required federal, state, and local sales taxes, license and registration fees and all similar costs based on Customer’s purchase of the Products unless Customer is exempt from any or all taxes, in which case Customer must provide Fresenius Kabi with the proper exemption certificates upon request.

5. **Initial Order.** Upon execution of this Agreement, Customer hereby orders the Products and Services listed in Attachment E (the "Initial Order"), at the prices listed therein, and Fresenius Kabi hereby accepts the Initial Order.
6. **Addition and Removal of Products.** Fresenius Kabi may add additional products under this Agreement upon written notice to Customer. Each additional product shall be deemed a "Product" under this Agreement. Fresenius Kabi, in its sole discretion, shall have the right, upon thirty (30) days prior written notice to Customer to change any or all of Products under this Agreement. In the event of an anticipated Product removal, and to the extent Fresenius Kabi has sufficient inventory to do so, Fresenius Kabi shall satisfy all purchase orders made by Customer during the thirty (30) day notice period so long as such purchase orders do not exceed the purchasing entity's orders for such Product in the forty-five (45) days prior to Customer's receipt of such notice of price change.
7. **Software License.** Fresenius Kabi hereby grants to Customer a limited non-exclusive, non-transferable, license to install and use the software in accordance with the terms of the License Agreement attached hereto as Attachment F.
8. **Software Maintenance.** Fresenius Kabi will provide software maintenance, (hereinafter "Software Maintenance") attached hereto as Attachment G at the prices set forth on Attachment C.
9. **Implementation Services.** Fresenius Kabi will provide implementation services (hereinafter "Services") to Customer in accordance with the Statement of Work (Attachment H) at the prices set forth on Attachment C.
10. **Standard Forms; Terms and Conditions.** In ordering and delivering the Products, Fresenius Kabi or Customer may employ their standard forms, but nothing in those forms shall be construed to modify, amend or supplement the terms of this Agreement and, in the case of any conflict, the terms of this Agreement shall control. To the extent they are not inconsistent with the terms of this Agreement, the standard Fresenius Kabi terms and conditions, available at <https://www.fresenius-kabi.com/us/pharmaceutical-product-policies> as amended from time to time in Fresenius Kabi's sole discretion, shall apply to Product purchases under this Agreement.
11. **Returned Goods.** Products may be returned solely in accordance with Fresenius Kabi's current Standard End User Returned Goods Policy, available on-line at <https://www.fresenius-kabi.com/us/pharmaceutical-product-policies>, as revised by Fresenius Kabi from time to time. In returning the Products, Fresenius Kabi or Customer may employ their standard forms, but nothing in those forms shall be construed to modify, amend or supplement the terms of this Agreement and, in the case of any conflict, the terms of this Agreement shall control. To the extent applicable, any credits or refunded amounts for returned Product shall be based on the actual purchase price for such Product, as amended by any rebates or other post-invoice adjustments.
12. **Term and Termination.** This Agreement shall commence on the Effective Date and continue for a period of five (5) years ("Term"), unless terminated earlier as provided in this Agreement. For the purposes of this Agreement, an "Agreement Year" shall be the twelve (12) month period of time from October 31 to October 30.
 - a) In the event this Agreement is terminated due to Customer's material breach of Section 7 or any payment obligation hereunder, then all licenses granted to Customer hereunder regarding the infusion management system software will automatically and immediately terminate and Customer will at Fresenius Kabi's option either return or destroy all copies of the infusion management system software in its possession, and will provide written certification of the same upon request. If this Agreement is terminated for any reason other as described above, then the licenses regarding infusion management system software granted to Customer prior to termination shall survive termination of this Agreement subject to all the restrictions and limitations set forth herein.

13. Warranty Coverage for Equipment. For three (3) years from the date of Customer's receipt of the Equipment (the "Warranty Period"), warranty coverage for the Equipment including parts and labor, will be provided by Fresenius Kabi. After the Warranty Period, maintaining and repairing the Equipment will be the responsibility of Customer. Service on the Equipment shall be performed only by Fresenius Kabi's authorized personnel or Customer's certified self-service personnel.

14. Records; Audit. Customer agrees that Fresenius Kabi and/or its agent will have the right at any time during the Term of this Agreement and for six (6) years thereafter, upon five (5) business days written notice, to review Customer's books, records, systems and processes related to this Agreement and any Product purchased hereunder ("Records") for the purpose of determining Customer's compliance with Section 22 of this Agreement. Customer shall maintain all Records during such time and longer if required by applicable law. If, through the results of any audit or otherwise, Fresenius Kabi reasonably suspects or confirms that Customer has engaged in Product diversion, fraud, theft, or accounting improprieties or failed to maintain adequate Records or otherwise comply with the terms of this Agreement, Fresenius Kabi reserves the right not to sell any further Products to such entity, permanently or temporarily pending further investigation.

15. Allocation. In the event of a Fresenius Kabi or industry-wide shortage of Products, or in the event that Fresenius Kabi, in its sole discretion, expects that demand for any Products will exceed Fresenius Kabi's available supply, Fresenius Kabi shall have the right to allocate the affected Products to all of its customers, including Customer (i) in accordance with Fresenius Kabi's Limited Distribution Policy, as may be amended from time to time, or (ii) as may be required by any applicable laws and regulations.

16. Limited Warranty.

a) Limited Equipment Warranty.

- (i) Warranty. Fresenius Kabi warrants that upon delivery of the Equipment to Customer: (i) the Equipment shall conform to their specifications; and (ii) such Equipment will not be adulterated or misbranded within the meaning of the United States Federal Food, Drug and Cosmetic Act, as amended from time to time, at the time of delivery to Customer.
- (ii) Exclusions. This Equipment warranty does not apply to defects resulting from: improper or inadequate maintenance by Customer; Customer or third party supplied software, interfacing or accessories; unauthorized modification; improper use or operation outside of the uses specified in the documentation; abuse, negligence, accident, loss or damage in transit; improper site preparation; or unauthorized maintenance or repair. This warranty does not apply to Equipment that has had its original serial number or other identification marks altered or removed. Any repaired or replaced Equipment shall be warranted for the remainder of the original Warranty Period or thirty (30) days, whichever is longer. Some newly manufactured Products may contain, and warranty service may use, remanufactured parts, which are equivalent to new in performance.

b) Limited Disposable Sets Warranty.

- (i) Warranty. Fresenius Kabi warrants that upon delivery of the Disposable Sets to Customer: (i) the Disposable Sets shall conform to their specifications; and (ii) such Disposable Sets will not be adulterated or misbranded within the meaning of the United States Federal Food, Drug and Cosmetic Act, as amended from time to time, at the time of delivery to Customer.

- (ii) Exclusions. This Fresenius Kabi Disposable Sets warranty does not apply to defects resulting from: improper or inadequate maintenance by Customer; unauthorized modification; improper use or operation outside of the uses specified in the documentation; abuse, negligence, accident, loss or damage in transit; improper site preparation; or unauthorized maintenance or repair
- c) Limited Services Warranty. At the time of performance, Fresenius Kabi warrants to Customer that the Services will be performed in a professional and workmanlike manner using appropriately trained and qualified personnel; provided, Customer (not Fresenius Kabi) shall be solely responsible and liable for verifying the accuracy and completeness of all drug libraries and configuration settings related to the Products that may be provided by Fresenius Kabi at Customer's request. Any warranty claim under this Section 16(c) must be made by Customer in writing within the applicable Warranty Period.
- d) EXCEPT FOR THOSE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, FRESENIUS KABI MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

17. Indemnification; Limitation of Liability. Fresenius Kabi shall indemnify, defend and hold Customer harmless from and against any and all third-party liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or related to the failure of the Products ordered hereunder to conform, at the time of delivery to Customer, to the warranty described in Section 16 above. Customer shall indemnify, defend, and hold Fresenius Kabi, its agents, employees, and/or representatives harmless from and against any and all claims, damages, liabilities and/or expenses, including reasonable attorneys' fees, asserted by any third party arising out of or related to the negligence or willful acts or omissions of Customer, its agents, employees and/or representatives in connection with the use and/or possession of the Products provided by Fresenius Kabi to Customer.

- a. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES INCURRED BY THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS, ARISING IN ANY WAY OUT OF OR UNDER THIS AGREEMENT WHETHER IN CONTRACT, TORT OR OTHERWISE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT TO THE EXTENT THAT ANY EXCLUSION OF DAMAGES OR LIMITATION OF LIABILITY IS VOID, PROHIBITED OR UNENFORCEABLE BY APPLICABLE LAW, AND EXCEPT FOR ANY BREACH OF SECTION 19 (CONFIDENTIAL INFORMATION), AND EXCEPT FOR LIABILITIES TO THIRD PARTIES PURSUANT TO SECTION 17 (INDEMNIFICATION), IN NO EVENT SHALL FRESNIUS KABI (OR ITS LICENSORS) BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) LOSS OF DATA, LOSS OR INTERRUPTION OF USE, OR COST TO PROCURE SUBSTITUTE TECHNOLOGIES, GOODS OR SERVICES, (B) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, OR (C) AGGREGATE DAMAGES IN EXCESS OF THE FEES PAID TO FRESENIUS KABI FOR THE PRODUCT OR SERVICE THAT GIVES RISE TO SUCH DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

- b. Exclusions. IN NO EVENT SHALL FRESENIUS KABI (OR ITS LICENSORS) BE LIABLE FOR ANY LOSS, DAMAGE, LIABILITY, COST OR EXPENSE RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO (A) CUSTOMER'S FAILURE TO INSTALL OR DELAY IN INSTALLING ANY SAFETY-RELATED SERVICE PACK, (B) THE PRACTICE OF MEDICINE OR OTHER HEALTHCARE SERVICES BY CUSTOMER'S PERSONNEL, OR (C) DRUG LIBRARIES AND/OR CONFIGURATION SETTINGS PROVIDED BY FRESENIUS KABI AT CUSTOMER'S REQUEST, AND CUSTOMER HEREBY ACCEPTS AND ASSUMES ALL RESPONSIBILITY AND LIABILITY THEREFOR.

18. FDA Communications. Customer agrees to promptly notify Fresenius Kabi of any product complaints related to the Products that have been reported to the U.S. Food and Drug Administration ("FDA") and to copy Fresenius Kabi on all subsequent communications with the FDA on such matters.

19. Confidentiality. The parties agree that in connection with the transactions contemplated by this Agreement, each Party will have access to Confidential Information of the other. "Confidential Information" means non-public scientific, technical, financial or business information, or data disclosed to a party, whether marked as "confidential" or not and whether disclosed orally, visually, in writing, or in any other manner by one party (the "Discloser") to the other (the "Recipient"). Fresenius Kabi's Confidential Information includes the Products and Documentation, including without limitation, all related specifications and manuals and all training and other similar materials. Recipient agrees to: (i) hold all Confidential Information in the strictest confidence, including taking all reasonable precautions to prevent any misuse or violative disclosure of any of such Confidential Information to any third party, (ii) use Discloser's Confidential Information solely to carry out Recipient's rights or obligations under this Agreement, and (iii) not at any time without Discloser's express written consent, reproduce, display, transmit, distribute, modify, translate, communicate, combine with other information or materials, create derivative works based on, exploit commercially, or otherwise use any such Confidential Information except as permitted hereunder.

- a) Notification. Recipient will: (i) notify Discloser immediately (by email and in writing) upon discovery of any loss, misuse, misappropriation, or unauthorized disclosure of any Confidential Information and (ii) cooperate with Discloser in every way to help Discloser regain possession of any Confidential Information that is lost, misused, or misappropriated by the Recipient and to prevent any further unauthorized use, misuse, or disclosure by Recipient of any such Confidential Information.
- b) Return or Destruction of Confidential Information. The Recipient shall not take or retain any Confidential Information that is in written, computerized, model, sample, or any other form capable of physical delivery, upon or after the expiration of this Agreement or the earlier termination of this Agreement for any reason without the prior written consent of Discloser, which consent may be withheld by Discloser in its sole and absolute discretion. Upon the expiration or termination of this Agreement or upon the request of Discloser at any time, the Recipient shall promptly return to Discloser or destroy all Confidential Information in its possession and materials, written or otherwise, containing or reflecting any information contained in the Confidential Information (including all copies); provided, to the extent expressly specified herein, Customer may retain the Products and Documentation for which full payment was made. Notwithstanding the return of the Confidential Information by the Recipient to Discloser or the destruction of the Confidential Information by the Recipient, the Recipient will continue to abide by its obligations of confidentiality with respect to the Confidential Information as set forth herein.

- c) **Disclosures of Confidential Information Required by Law.** In the event that the Recipient is required by law or any governmental authority, including any court of competent jurisdiction, to disclose any Confidential Information, Recipient will give Discloser prompt written notice of such requirement or order and Recipient will take all reasonable and lawful actions to avoid or minimize the degree of such disclosure. Recipient will cooperate reasonably with Discloser in any efforts to seek a protective order; provided for clarity that a party may disclose information as required by The Physician Payments Sunshine Act without providing such notification or cooperation.
- d) **Protected Health Information.** In performing under this Agreement, Fresenius Kabi may have access to protected health information as a Business Associate of Customer (as that term is defined by the Health Insurance Portability and Accountability Act of 1996, as amended). In such event, Fresenius Kabi and Customer will execute a Business Associate Agreement. Fresenius Kabi shall, and shall ensure that its agents and employees, safeguard and use protected health information only in accordance with the Business Associate Agreement and all applicable laws and regulations.

20. Compliance with Laws. Each party shall comply with all federal, state, and local laws, rules, and regulations applicable to its operations and/or its obligations under this Agreement, including, without limitation, the federal Anti-Kickback Statute.

21. Discounts. The parties acknowledge and agree that for purposes of 42 U.S.C. § 1320a-7b(b)(3)(A) and 42 C.F.R. § 1001.952(h), any reduction in the amount Fresenius Kabi charges Customer for the Products pursuant to this Agreement will constitute a “discount or other reduction in price” to Customer on those Products. With respect to such discounts or other reductions in price, Customer will comply with the “safe harbor” regulation regarding discounts or other reductions in price set forth at 42 C.F.R. § 1001.952(h) and/or the requirements of the discount statutory exception at 42 U.S.C. § 1320a-7b(b)(3)(A), including: (i) fully and accurately reporting the specified dollar value of such discounts or reductions in price on the Products in the applicable cost report submitted to any state or federal program, and (ii) providing to the Secretary of the Department of Health and Human Services or a State agency, upon request, certain information and documentation required to be provided relative to the discounts on the Products. If the value of any discount or reduction in price is unknown at the time of sale, Fresenius Kabi will provide such documentation of the discount when it is known which identifies the items purchased to which it applies.

22. No Resale; Own Use. Customer represents and warrants that all purchases of Products under this Agreement are for Customer’s use in administering or dispensing Products directly to patients. Customer will not sell, distribute, or otherwise transfer any Products; provided, however, that Customer may conduct internal transfers of Products between Customer’s related entities so long as the receiving entity will also use Products.

To the extent Customer are non-profit entities subject to §15 U.S.C. § 13c (the Non-Profit Institutions Act), such as but not limited to non-profit hospitals, Customer further represents and warrants that all purchases of Products under this Agreement will be for such entities’ “own use” as that term has been interpreted by the United States Supreme Court in *Abbott Laboratories, et al v. Portland Retail Druggist Association, Inc.*, 425 U.S. 1 (1976), subsequent case law, and the Federal Trade Commission. If Customer fails to observe the terms of this section, Fresenius Kabi may, at its option, terminate Customer’s privileges under this Agreement or take such other action as Fresenius Kabi deems appropriate. Customer agrees to indemnify Fresenius Kabi and hold Fresenius Kabi harmless from and against any loss, damage, cost and expense, including attorneys’ fees, with respect to any claim or demand arising from the breach of this section by Customer.

23. Assignment. Fresenius Kabi may assign its rights and obligations under this Agreement to any successor, affiliate, or unrelated third party without the consent of Customer.

24. Notice. All notices to Fresenius Kabi must be sent via registered mail to: Fresenius Kabi, Inc., Attention General Counsel, Three Corporate Drive, Lake Zurich, Illinois 60047.

- 25. Insurance.** Each Party shall purchase, and maintain, at its sole cost and expense, product liability insurance covering the Products with limits of not less than \$1,000,000 per occurrence and \$5,000,000 in aggregate. Upon the request, a Party shall provide the other with a certificate of insurance; provided, however, that a Party's failure to make such a request shall in no way be construed to relieve the other Party from its obligation to procure such insurance coverage.
- 26. Miscellaneous.** This Agreement contains the entire understanding between the parties concerning the subject matter of this Agreement, and no modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, it shall be ineffective to the extent of such invalidity, illegality or unenforceability and the remaining provisions of this Agreement shall remain in effect. In the event of any conflict between the specific terms set forth above and the terms of any exhibit attached hereto, the specific terms set forth above will control. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all counterparts put together shall constitute one and the same agreement.
- 27. Medical Devices.** Customer acknowledges that it is familiar with the Safe Medical Devices Act of 1990 (the "Devices Act") and the reporting obligations imposed on device users thereunder. In this regard, Customer agrees to notify Fresenius Kabi as soon as possible, but in no event later than 10 days after its first day of awareness of the occurrence of any event identified in the Medical Devices Act imposing a reporting obligation.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Infusion Purchase Agreement as of the Effective Date.

MAYERS MEMORIAL HOSPITAL DISTRICT

By: _____

Name: _____

Title: _____

FRESENIUS KABI, LLC

By: _____

Name: Kathleen Lanahan

Title: Director, Contract Marketing

FRESENIUS KABI, LLC

By: _____

Name: Kristin Vollen

Title: Sr. Vice President, Commercial Operations

ATTACHMENT A
Description of Equipment

Product Code	Serial Number
LVP0004	TBD

ATTACHMENT B
Customer Locations

Fresenius Kabi Account Number	Facility	Address
601847	Mayers Memorial Hospital Pharmacy	43563 HWY 299 EAST FALL RIVER MILLS, CA 96028

ATTACHMENT C

Products and Pricing

Table 1 – Equipment

Product Code	Description	2022 List Price (Each)	Customer Price (Each)
LVP0004	Ivenix Large Volume Pump (LVP)	\$4,600.00	\$2,530.00

Fresenius Kabi will provide one (1) LVP charging bracket (Item #BKT0004) to Customer with each LVP purchase. Additional charging brackets may be purchased at the price listed in Table 2 below.

Table 2 - Pump Accessories

Product Code	Description	2022 List Price (Each)	Customer Price (Each)
BKT0004	LVP Pump Charging Bracket	\$525.00	\$525.00

Table 3 – Disposable Sets

Product Code	Description	2022 List Price (Case/Box)	Customer Price (Case/Box)
SET001325	LVP Primary Administration Set, Dual-Inlet, Low-Sorbing, Needle-Free Port, Y-Site (Qty 25)	\$117.50	\$99.75
SET001420	LVP Blood Products Administration Set, Dual-Inlet, Low-Sorbing, Y-Site, Mesh Filter (Qty 20)	\$188.00	\$159.80
SET001625	LVP Epidural Administration Set, Single-Inlet, Low-Sorbing, Microbore, Luer Connector (Qty 25)	\$235.00	\$199.75
SET001925	LVP Primary Administration Set, Dual-Inlet, Low-Sorbing, Needle-Free Port, Y-Site, Microbore (Qty 25)	\$117.50	\$99.75
SET002125	LVP Primary Administration Set, Single-Inlet, Low-Sorbing (Qty 25)	\$117.50	\$99.75

Table 4 – Implementation Services

Product Code	Description	Customer Price
EXTIMP	IIS Implementation and Training	\$16,976.00

Fresenius Kabi will provide Services for 44 pumps at the price set forth in Table 4 above which includes the Services defined in the Statement of Work Attachment H attached hereto. Implementation pricing includes standard implementation activities. Additional services are available for implementation and training at an additional charge. Fresenius Kabi shall invoice Customer for the Services upon completion.

Table 5 – Infusion Management System Software Fees

Product Code	Description	Customer Price (Each)
IMS0700	Infusion Management System (IMS), version 4.0.0, license fee per LVP	\$858.00
IMS0701	System Dashboard, license fee per LVP	\$68.75
IMS0702	Analytics and CQI Reports, license fee per LVP	\$206.25
IMS0704	Patient Awareness, license fee per LVP	\$55.00
IMS0706	Auto-Programming and Documentation, license fee per LVP	\$517.00

Customer agrees to pay Fresenius Kabi a nonrefundable fee for the products specified in Table 5.

Table 6 – Software Maintenance

Product Code	Description	# of Pumps	Total Customer Price
EXTSWMAINT	Software Maintenance Agreement (Annually Assessed, Software updates, Installment support)	44	\$13,504.00

Customer agrees to pay Fresenius Kabi an annual maintenance fee for the products specified in Table 6, in accordance with the terms set forth in Attachment G.

ATTACHMENT D

Designated Wholesale Distributors

Intentionally Left Blank

ATTACHMENT E

Initial Order

Intentionally Left Blank

ATTACHMENT F

Software License Agreement

PLEASE READ THIS DOCUMENT CAREFULLY

THIS SOFTWARE LICENSE AGREEMENT (“LICENSE AGREEMENT”) IS MADE AND ENTERED THIS 31ST DAY OF OCTOBER 2022 (“EFFECTIVE DATE”) AND IS A LEGAL AGREEMENT BETWEEN MAYERS MEMORIAL HOSPITAL DISTRICT (“CUSTOMER”) AND FRESENIUS KABI, LLC (“FRESENIUS KABI”) GOVERNING CUSTOMER’S USE OF FRESENIUS KABI’S PROPRIETARY COMPUTER SOFTWARE APPLICATION KNOWN AS IVENIX INFUSION MANAGEMENT SYSTEM (“THE SOFTWARE”) AND ITS ASSOCIATED USER DOCUMENTATION (“DOCUMENTATION”) (SUCH SOFTWARE AND DOCUMENTATION IS COLLECTIVELY REFERRED TO HEREIN AS THE “SOFTWARE”). THIS LICENSE AGREEMENT IS ENFORCEABLE AGAINST CUSTOMER AND ITS EMPLOYEES. **BY INSTALLING, ACTIVATING, COPYING, OR USING ANY PORTION OF THE SOFTWARE, CUSTOMER ACCEPTS THIS LICENSE AGREEMENT IN ITS ENTIRETY. IF CUSTOMER DOES NOT AGREE TO ALL OF THE TERMS OF THIS LICENSE AGREEMENT WITHOUT MODIFICATION, DO NOT INSTALL, ACTIVATE, COPY OR USE THE SOFTWARE.**

For good and valuable consideration, the receipt of which is hereby acknowledged, Customer and Fresenius Kabi agree as follows:

1. OVERVIEW.

- 1.1 Orders.** Customer and Fresenius Kabi may from time to time execute order forms for Software and/or related Equipment such as Fresenius Kabi’s Ivenix and other infusion pump technology (each, an “Order”). Each Order shall, as applicable to purchases of licenses to the Software, set forth applicable commercial terms with respect to quantity, pricing, payment, and the types and numbers of permitted users, sites, machines, user logins or IDs, and/or other applicable usage parameters (collectively, “Usage Parameters”). Each Order shall incorporate and be subject to this License Agreement as it relates to the Software.
- 1.2 License Key.** Use of the Software may require that Customer enter a product activation code (“License Key”) into the Software. License Keys may not be copied, modified, distributed, published, transferred or disclosed outside Licensee, nor may any License Key be used on any copy of the Software or on any other machine other than the copy or machine for which it has been supplied by Fresenius Kabi. License Keys shall be deemed part of the Software for all purposes of this License Agreement.

2. SCOPE OF LICENSE; RESTRICTIONS.

- 2.1 License.** Subject to all terms and conditions of this Agreement, Fresenius Kabi grants Customer a license (without right to sublicense) under the applicable infusion management system software (i.e., the features for which Customer has ordered and paid for) to: (i) install and operate one operating installation (at any point in time) of the purchased or downloaded version of the infusion management system software on one infusion management system (the “Production System”), and (ii) operate, and/or display the Software on Customer’s workstation computers or Equipment that is connected to such Production System through Customer’s internal network. The license so granted is perpetual (except as terminable under Section 7), non-exclusive, non-transferable, revocable. In each case, Customer will use the Software only in unmodified form and solely: (a) in accordance with the Documentation and only for operation of Fresenius Kabi Product(s), (b) for Customer’s internal business purposes, and (c) in accordance with the limits on the number of Fresenius Kabi Equipment with which it is used as set forth below. The Software is licensed for use in connection with the specified number of Fresenius Kabi Equipment set forth in the applicable purchase order(s) for the

relevant infusion management system software features. The rights granted herein are limited to the use of Fresenius Kabi's intellectual property rights in the Software and does not include any other patents or intellectual property rights. The license granted herein allows Customer to use the Software only in connection with the Equipment and not for any other purpose, and is non-exclusive and non-transferable. Customer may make a single copy of the Software solely for backup and archival purposes.

- 2.2 Restrictions.** Customer acknowledges and agrees that Customer will not: (a) rent, lease, lend, sublicense, sell, encumber or provide commercial services based upon use of the Software; (b) modify, distribute, publish, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Software, except to the extent expressly permitted by applicable law notwithstanding this limitation; (c) attempt to circumvent or disable any security or usage limitation features of the Software by any means or in any manner; (d) remove, obscure, or alter any copyright, trademark or other proprietary rights notices or legends affixed to or contained within the Software; or (g) use the Software in any manner in violation of applicable law. Customer may not transfer or assign this License Agreement, any license rights granted herein, nor the Software or any component thereof, except as expressly permitted herein. The Software is licensed as a single product. Customer may not separate its component parts for distribution or any other use.
- 3. OWNERSHIP.** The Software is licensed, not sold, and are protected by copyright and other intellectual property laws and treaties. Fresenius Kabi and/or its licensors own all rights, title, and interest in the Software, including all copyrights, trade secrets, trademarks, patent rights, ideas, concepts, know-how, techniques, inventions, discoveries, improvements and other intellectual property and proprietary rights therein. Except for the limited license rights granted hereunder, Customer has no rights in or to the Software or Documentation or any copies thereof, except to possess and use them in accordance with this License Agreement. To the extent Customer is permitted to make copies hereunder, Customer shall include Fresenius Kabi's copyright, trademark or other proprietary rights notices or legends on any complete or partial copies of the Software in the same form and location as the notice appears on the original work. Fresenius Kabi reserves all rights not expressly granted to Customer in this License Agreement and Customer agrees not to take any action that interferes, in any manner, with Fresenius Kabi's or its licensors' rights with respect to the Software.
- 4. CONFIDENTIALITY.** The Software contains and constitutes valuable confidential and trade secret information of Fresenius Kabi, including without limitation, data processing algorithms, innovations and concepts ("Confidential Information"). Customer agrees not to disclose nor permit access to the Software (including, for the avoidance of doubt, the Documentation) to any third parties not under an obligation of confidentiality to Customer to protect the confidentiality of information Customer discloses to them, including the Software, nor to utilize for Customer's own benefit any such Confidential Information except in connection with Customer's permitted use thereof. This obligation shall survive the termination of this License Agreement and the Agreement.
- 5. SOFTWARE UPDATES AND UPGRADES.**
- Fresenius Kabi may, at its option, periodically make available updates, corrections, patches or fixes addressing operational or other issues related to the Software such as software error corrections which are necessary for maintaining compliance software specifications, and incidental software enhancements (collectively, "Updates"). Updates shall be deemed part of the Software and shall be available for the Term of the agreement. If available during the Term, Fresenius Kabi will offer significant software upgrade versions that add new functionality to the Equipment at an additional charge to Customer.
- 6. LIMITED WARRANTIES.**
- 6.1 Warranty.** Fresenius Kabi warrants, for Customer's benefit alone, that for a period of one (1) year from delivery of the Software initially supplied to Customer: (a) the media on which the Software is

furnished will be free from defects in materials and workmanship under normal use, and (b) the Software's performance will substantially conform to descriptions thereof contained in Fresenius Kabi's Documentation. This Software warranty is void if failure of the Software has resulted from accident, abuse, failure to install any service pack, or use in a manner or for a purpose not described in the Documentation, or to the extent that Customer makes any modifications to the infusion management system software or to the configuration of Customer's computer system without the prior written approval of Fresenius Kabi. Any replacement infusion management system software shall be warranted for the remainder of the original warranty period.

- 6.2 Exclusive Remedy.** Fresenius Kabi's entire liability and Customer's sole and exclusive remedy for a breach of the foregoing warranties shall be: (a) in the case of defects in media in breach of the warranty set forth in Section 6.1(a), the replacement of such media by Fresenius Kabi, and (b) in the case of defects in the Software in breach of the warranty set forth in Section 6.1(b), Fresenius Kabi shall use commercially reasonable efforts to correct any such defect or, at Fresenius Kabi's option, replace the defective Software or terminate this Agreement and refund the applicable license fees paid upon receipt of all copies of the Software in Customer's possession and Customer's written certification that no additional copies are in Customer's possession or (at Fresenius Kabi's election) that you have deleted all such copies. To receive the foregoing remedies, Customer must report any alleged breach of warranty to Fresenius Kabi in writing and in reasonable detail within the warranty period. The warranties set forth in Section 6.1 do not cover any copy of the Software which has been altered, misused or damaged in any way by Customer or any third party, nor is Fresenius Kabi responsible for problems caused by changes in, or modifications to, any computer hardware or operating system for which the Software has been procured or which occur as a result of use of the Software in conjunction with software of third parties or with hardware which is incompatible with the Software or the operating system for which the Software has been procured.
- 6.3 Warranty Limitations.** OTHER THAN AS EXPRESSLY SET FORTH IN SECTION 6.1, ABOVE, NEITHER FRESENIUS KABI NOR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, LICENSORS, AGENTS, PARTNERS, RESELLERS OR DISTRIBUTORS, MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS TO CUSTOMER, ANY OF CUSTOMER'S AFFILIATES, OR TO ANY OTHER PARTY WITH RESPECT TO THE SOFTWARE, THE DOCUMENTATION, ANY EQUIPMENT OR SERVICES RELATED TO THE SOFTWARE OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY EXCLUDED AND DISCLAIMED. FRESENIUS KABI DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE SOFTWARE IS WITHOUT DEFECT OR ERROR OR THAT THE SOFTWARE WILL OPERATE WITH ANY HARDWARE OR SOFTWARE NOT SPECIFIED IN THE DOCUMENTATION.
- 7. TERM AND TERMINATION.** This License Agreement shall remain in effect for the time period the Customer has the equipment. Upon termination, Customer shall immediately cease use of and, within thirty (30) days, return to Fresenius Kabi all copies of the Software in Customer's possession or control or, at Fresenius Kabi's election, destroy all such copies.
- 8. INDEMNIFICATION.** Customer agrees to hold harmless, defend, and indemnify Fresenius Kabi, its affiliates and their respective officers, directors, employees, subsidiaries, contractors, subcontractors, suppliers, licensors, agents, partners, successors and assigns from all liabilities, claims, demands and expenses, including attorneys' fees, to the extent due to or arising from Customer's breach of this License Agreement, Customer's misuse of the Software, Customer's infringement or violation of any intellectual property rights or any other right of any third party, Customer's negligent or intentional acts and/or Customer's violation of applicable law. Fresenius Kabi may assume exclusive control of any defense of any matter subject to indemnification by Customer, and Customer agrees to cooperate with us in such event.

9. LIMITATION OF LIABILITY; DISCLAIMER OF DAMAGES.

9.1 Limitation. EXCEPT AS SET FORTH IN THE AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF FRESENIUS KABI AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, LICENSORS, AGENTS, PARTNERS, RESELLERS, DISTRIBUTORS, SUCCESSORS AND ASSIGNS UNDER ANY PROVISION OF THIS LICENSE AGREEMENT OR OTHERWISE RELATED TO THIS AGREEMENT SHALL, FOR ANY AND ALL CLAIMS, BASED ON ANY THEORY OF LIABILITY, WHETHER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, WHETHER RELATING TO THE SOFTWARE, DOCUMENTATION, ANY SERVICES, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF ANY DAMAGES THAT CUSTOMER MIGHT INCUR FOR ANY REASON WHATSOEVER, UP TO THE AMOUNT ACTUALLY PAID BY CUSTOMER UNDER THE AGREEMENT.

9.2 Disclaimer. EXCEPT AS SET FORTH IN THE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF THEORY OF LIABILITY, WHETHER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, IN NO EVENT SHALL FRESENIUS KABI OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, LICENSORS, AGENTS, PARTNERS, RESELLERS, DISTRIBUTORS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR LOSS OR DAMAGE TO CONFIDENTIAL OR OTHER INFORMATION OR DATA, FOR BUSINESS INTERRUPTION, FOR PERSONAL OR BODILY INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, NOR FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 Basis of Agreement. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF A STATED REMEDY FAILS ITS ESSENTIAL PURPOSE, AND CONSTITUTE A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN OF THE PARTIES AND, BUT FOR SUCH LIMITATIONS, EXCLUSIONS AND DISCLAIMERS, FRESENIUS KABI WOULD NOT BE WILLING TO ENTER INTO THIS LICENSE AGREEMENT.

10. FOREIGN EXPORT. Customer may not export the Software, directly or indirectly, into any country in violation of any applicable laws or regulations of the United States.

11. DATA. Customer authorizes Fresenius Kabi to access and collect data for Customer consisting of such information as may be stored in the data files of the Software or created using the Software, including data related to use of Fresenius Kabi's Equipment or other infusion pump technology (collectively, "Data"). Customer authorizes Fresenius Kabi, and Fresenius Kabi agrees, to de-identify all Data so accessed and collected by it, and otherwise constituting Protected Health Information (as that term is defined in 45 CFR §164.501). Fresenius Kabi may use and distribute in any manner not prohibited by law any documents, reports, analyses and/or other materials containing Data and/or information derived from Data and otherwise prepared and/or created by Fresenius Kabi or the Software which either does not constitute Protected Health Information or which has first been de-identified in accordance with the procedures set forth in 45 CFR §164.514. Under any circumstances, Customer is solely responsible for creating, validating and loading into the Software the specific Data Customer intends to use with the Software. Customer agrees that Customer will use best practices and protocols in the creation of such Data and will provide to Customer's personnel reasonable and

proper supervision, control and management of the use of the Software and Data. Customer agrees to implement commercially reasonable data security, disaster recovery, data backup and related procedures and practices for the protection of Protected Health Information and other information consistent with best practices and protocols applicable to the management of information technology and data in a healthcare environment.

12. U.S. GOVERNMENT RESTRICTED RIGHTS. The Software and Documentation are “Commercial Items”, as that term is defined in 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable, and are licensed with restricted rights. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation, if licensed to the U.S. Government, shall be licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. *Unpublished – rights are reserved under the copyright laws of the United States.* Manufacturer is: Fresenius Kabi AG, Else-Kröner-Straße 1, 61352 Bad Homburg, Germany.

13. GENERAL PROVISIONS.

13.1 Assignment. Customer may not assign, sublicense, or otherwise transfer this License Agreement or the license rights granted to Customer herein, or any of Customer’s rights or obligations under this License Agreement, to any party without the prior written consent of Fresenius Kabi; provided, however, that Customer may assign this Agreement without Fresenius Kabi’s consent in the event of a sale of all or substantially all of Customer’s assets or in the event of a merger, corporate reorganization or business consolidation of Customer’s entity. This License Agreement shall be binding upon and inure to the benefits of the parties, their legal representatives and permitted transferees, successors and assigns as permitted by this License Agreement.

13.2 License Compliance. To ensure that Customer’s installation and deployment of the Software is consistent with the Software license rights granted hereunder and complies with the terms of this License Agreement, Fresenius Kabi or its representatives may conduct an audit of Customer’s Software installation/deployment not more than once per year on thirty (30) days prior written notice. Such audit will require Customer to provide an unedited accurate report of all Software installed by Customer and all valid purchase documentation for all Software within thirty (30) days of request. If the audit findings demonstrate non-compliance with the Software license rights granted hereunder, Customer shall purchase the necessary licenses within fifteen (15) days of being so notified. If underpaid fees are in excess of ten percent (10%) of the value of the fees paid under this Agreement, then Customer shall pay such underpaid fees and Fresenius Kabi’s reasonable costs of conducting the audit. This section 13.2 shall survive termination or expiration of the Agreement for a period of two (2) years. The foregoing shall not in any way be construed to limit any other rights and/or remedies that Fresenius Kabi may have under law or equity.

13.3 No Waiver. No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term of this Agreement shall constitute a consent to any prior or subsequent breach.

13.4 Notices. With the exception of routine administrative communications between the parties which may be sent via e-mail, all notices under this Agreement shall be in writing to each party at their respective addresses set forth in the Order, to the attention of any individuals identified therein, with a copy to each party’s respective “Legal Department.” Notices shall be given personally or sent by traceable postal service mail, e.g., certified or registered mail, or private overnight courier (e.g., FedEx, UPS or DHL) and shall be deemed given upon delivery, if given personally, or when deposited with the overnight courier or national postal service with the proper postage affixed, if sent by mail, in accordance with this provision. Facsimile (faxed) notices are not effective unless the originals are sent (in the manner stated above) within one (1) business day after the facsimile transmission or they

are acknowledged in writing by an authorized representative of the receiving party. The parties may change the address for notice by compliance with this Section.

13.5 Survival. The following provisions shall survive any termination or expiration of this License Agreement: 2.2, 3, 4, 6.3, 7, 8, 9, 10, 11, 12 and 13.

13.6 Severability. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this License Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

13.7 Third Party Software. Third party materials, e.g., software, and services included in or accessed through the Software may be subject to other terms and conditions typically found in a separate license agreement, terms of use or read me file located within or near such materials and services or included within the Software.

13.8 Force Majeure. Notwithstanding anything in this License Agreement to the contrary, neither party will be liable for any delay or failure with respect to any obligation hereunder, nor for any damages or loss of any kind, resulting from causes beyond its reasonable control, including without limitation, acts of God, earthquake, storms or other elements of nature, labor disputes, blockages, embargoes, riots or other industrial disturbances, electrical, telecommunications, Internet or other third party supplier delay or failure, acts or orders of government, criminal acts, war or terrorism, including cyberattack or other malicious intrusion into or breach of computer systems.

13.9 No Third-Party Benefit. The provisions of this License Agreement are for the sole benefit of the parties hereto. Except as expressly provided herein, this License Agreement neither confers any rights, benefits, or claims upon any person or entity not a party hereto nor precludes any actions against, or rights of recovery from, any persons or entities not parties hereto.

13.10 Conflicts. In the event of any conflict between the terms and conditions of this License Agreement and the Agreement, the terms and conditions of this License Agreement shall prevail and control as such term relates to the Software.

IN WITNESS WHEREOF, the parties have executed this Software License Agreement as of the Effective Date.

MAYERS MEMORIAL HOSPITAL DISTRICT

FRESENIUS KABI, LLC

By: _____

By: _____

Name: _____

Name: Kathleen Lanahan

Title: _____

Title: Director, Contract Marketing

FRESENIUS KABI, LLC

By: _____

Name: Kristin Vollen

Title: Sr. Vice President, Commercial Operations

ATTACHMENT G

Software Maintenance

1 ADDITIONAL DEFINITIONS

1.1 “Maintenance Year” Means the 12-month period for which Software Maintenance is purchased. The first Maintenance Year is provided at no additional charge with the acquisition of the applicable infusion management system software by Customer.

1.2 “Supported Software” means the infusion management system software acquired by Customer for which Software Maintenance has been ordered and paid for pursuant to an accepted Purchase Order, and includes any Service Packs, and other software, if any provided pursuant to Software Maintenance provided hereunder.

2 SOFTWARE MAINTENANCE

2.1 Software Maintenance. During the Maintenance Year, Fresenius Kabi will respond to technical questions/issues regarding the Supported Software to provide diagnostic and corrective assistance (“Technical Support”). The Maintenance Year shall automatically renew for an additional 12-month period at the end of the then current (initial or renewal) Maintenance Year unless either party provides written notice to the other party of its intent to terminate software maintenance given at least thirty (30) days prior to the end of the then current Maintenance Year.

2.2 Technical Support Times. Unless otherwise expressly agreed to, Fresenius Kabi will provide Technical Support for the Supported Software during the following hours, and at the following contact addresses. Contact addresses may be changed upon notice to Customer.

Support Coverage:	Monday to Friday 8:00am to 5:00pm EST, excluding holidays
Telephone Number:	(888) 386-1300 Option 6
E-mail Address:	ivenix_support@fresenius-kabi.com

2.3 Designated Contacts. Customer must notify Fresenius Kabi in writing of the names of between one and two Customer employees who will be the only persons authorized to contact Fresenius Kabi for Technical Support (the “Designated Contacts”). Customer may change the identity of the Designated Contacts by written notice. Each Designated Contact must have received training on all of the Supported Software and be qualified to maintain the integrity of the Supported Software on Customer’s system.

2.4 New Versions. During the Term, Fresenius Kabi will notify Customer when new versions become available, and will install such versions at a mutually scheduled time. Customer agrees that any new Version and any other software provided in connection with software maintenance to Customer, is owned by Fresenius Kabi and its suppliers, and is licensed to Customer under the license terms of the Agreement applicable to the Supported Software for which such new Version or other software is provided.

3 FEES AND PAYMENT

3.1 Expenses. In addition to payment of the price specified in Attachment C and the applicable purchase order(s) Customer will reimburse Fresenius Kabi for all travel expenses, if any, incurred by Fresenius Kabi in performing software maintenance at Customer's facility, provided that where time permits Fresenius Kabi will have requested and Customer will have first approved such expenses, which approval shall not be unreasonably withheld. Expenses are invoiced monthly and are due and payable in accordance

with and subject to the terms of the Agreement.

4 CUSTOMER RESPONSIBILITIES.

4.1 Customer will maintain the Production System at the installation site in accordance with the Documentation's requirements, and will back up all data associated with the Supported Software in a reasonable manner.

4.2 If necessary, Customer will allow Fresenius Kabi remote access via a Virtual Private Network ("VPN") to the Supported Software in accordance with the description set forth below. Customer shall ensure that its employees and other representatives authorized to use the Supported Software shall, to the best of their abilities, read and follow operating instructions and procedures specified in Documentation.

4.3 Reporting of Defects. Customer's Designated Contacts will report Defects via telephone, facsimile, electronic mail or as otherwise agreed to by the parties. Designated Contacts will cooperate with Fresenius Kabi and provide sufficient information and access to permit Fresenius Kabi to provide timely Technical Support. Customer will implement reasonable corrective action as directed by Fresenius Kabi Technical Support personnel.

4.4 VPN Access. Customer agrees to provide Fresenius Kabi, during the duration of the Term, VPN access to the Customer's network, including the server or servers on which any infusion management system software reside, or in the absence of VPN capabilities, a modem and associated dial-in telephone line. Customer will pay for installation, maintenance and use of the VPN and/or modem and any associated telephone line use charges. Such access by Fresenius Kabi will be solely used by Fresenius Kabi (a) in connection with trouble shooting, error correction, and in general for evaluating the use and efficiency of its products, (b) to aggregate information relating to use of the infusion management system software for statistical analysis and business measures of the performance of the infusion management system software, (c) to monitor use of the infusion management system software for security purposes, and (d) enforce the terms of the Agreement, and any other agreements between the parties. Such access shall not entail access to patients' or individuals' names, or to any personal health information or personally identifiable information which, in connection with other information that Fresenius Kabi has access to, or which is publicly available, would allow Fresenius Kabi to determine the identity of any natural person.

5 EXCEPTIONS

5.1 Prior Versions. Fresenius Kabi will provide software maintenance for the following versions of the Supported Software: (i) the then current Major Version and (ii) one Major Version prior to the then current Major Version. "Major Version" means a new version of the software which contains major architectural, functional or technological changes.

5.2 No Obligation. Fresenius Kabi shall have no obligation to provide software maintenance for: (a) Supported Software altered or modified by Customer or a third party, if such alterations or modifications have not been approved in writing by Fresenius Kabi; (b) Errors arising from any combination of the Supported Software with other software, which has not been approved in writing by Fresenius Kabi; (c) Errors created through Customer's negligence, abuse or misapplication or use of the Supported Software for purposes other than those specified in the documentation; (d) Errors resulting from third party hardware malfunction or Customer's failure to back up data; (e) Supported Software used on non-qualified computer systems or hardware that has not been approved in writing by Fresenius Kabi; or (f) Customer's failure to maintain software maintenance in effect throughout the Term.

5.3 Additional Services. Software maintenance does not include services which are not expressly described herein. Upon Customer's request, Fresenius Kabi agrees to use commercially reasonable efforts to solve the problems and/or answer the questions described in (i)-(iii) below, and shall charge therefore at Fresenius Kabi's standard rates: (i) problems with the Supported Software resulting from any events described in Sections 5.2(b) to (f) above, (ii) corrections to the Supported Software made by Fresenius Kabi for difficulties traceable to Customer errors or system changes not previously approved by

Fresenius Kabi, and (iii) Customer's questions concerning or requesting the adaptation or modification of the Supported Software.

5.4 Exclusions. Customer may contact Fresenius Kabi for quotations for any integration of any update with third party hardware/software; Customer-specific modifications, user support, training, and like services related to any updates.

ATTACHMENT H
Implementation and Training Services
Statement of Work

Introduction:

The purpose of this Statement of Work (“SOW”) is to detail the tasks and responsibilities of both Fresenius Kabi and Mayers Memorial Hospital District (“Customer”) for the delivery, development and installation of Fresenius Kabi Ivenix Infusion System. Both Fresenius Kabi and Customer agree that failure to accomplish the tasks outlined in the SOW within the allocated timelines may jeopardize accomplishment of the pump conversion on the schedule contained herein. This SOW is incorporated into the Infusion Purchase Agreement dated October 31, 2022, by and between Customer and Fresenius Kabi (for the purposes of this SOW, the “Agreement”).

1. The SOW will cover the following areas:
2. Project Scope
3. Project Management
4. Drug Library
5. Technical Implementation
6. Clinical Training
7. Go Live and Post-Go Live
8. Delivery Schedules
9. Biomedical Support

1. Project Scope

Fresenius Kabi shall perform the services outlined herein to help Customer install the Ivenix pump and software system (“Ivenix Infusion System”) as outlined in the Agreement at the Customer sites(s) specified in the Agreement.

2. Project Management

Each Party shall designate a project manager (each a “PM”), experienced in managing project tasks and deliverables for large multi-disciplined projects and implementations, to serve as its point of contact during performance of the Services. The Parties shall jointly develop an implementation project plan (“Plan”). Customer shall cooperate with Fresenius Kabi in developing and implementing the Plan.

Fresenius Kabi shall:

- a) Appoint a designated PM who will act as the primary point of contact for all Plan-related activities. Other Fresenius Kabi resources may lead various parts of the process, but the designated project manager will have overall responsibility for implementation of the Plan.
- b) Host a project kick-off meeting to give an overview of the Plan to a multi-functional team
- c) Facilitate the implementation process, as described in this SOW and the Plan
- d) Provide routine updates to Customer.

Customer shall:

- a) Appoint a PM who is responsible for all activities of Customer under the Plan and to who the Fresenius Kabi PM can contact with issues.
- b) Identify and resolve any issues around Customer's policies and practices that will be affected by the Project.
- c) Facilitate the Plan implementation process, as described in this SOW.

3. Drug Library

Tasks in this Section shall be completed prior to Go Live.

Fresenius Kabi shall:

- a) Provide concurrent training for the Customer Drug Library (DL) (as defined below) and its staff, up to twenty-five (25) Customer representatives.
- b) Assist customer with review and deployment of the DL
- c) Assist the Customer DL by suggesting changes to the library to improve compliance and viability.
- d) Assist Customer in development of a process for on-going management of the DL in the software and pump fleet.

Customer shall:

- a) Appoint a Drug Library Administrator ("Customer DLA") who serves as the point person for all DL-related issues.
- b) Designate the Customer staff requiring the training on the DL.
- c) Customize the DL specific to the needs of Customer, utilizing collaborative comprehensive feedback from clinical care areas.
- d) Build a complete and accurate Drug Library to align with appropriate pharmacy protocols, including: all care areas that use large volume pumps, all drug/concentrations, blood products and maintenance fluids.
- e) Review and deploy the DL prior to the start of nurse education
- f) Customer understands and agrees that this is a material obligation of its DLA and that if the DL is not loaded onto the pumps within this timeframe, Go Live will be delayed.
- g) Update and manage the DL after Go Live.

4. Technical Implementation

Tasks in this Section shall be completed as quickly as possible following the Kick Off Meeting.

Fresenius Kabi shall:

- a) Conduct walkthrough and onsite assessment of Customer site to evaluate suitability for wireless Ivenix Infusion System implementation.
- b) Provide Customer with server hardware specifications based upon the number of purchased pumps.
- c) Install IMS Application via Virtual Private Network ("VPN") access.
- d) Test and confirm pump connectivity to Customer's wireless network and server at least one (1) week prior to the start of nurse education. Report results to Customer once complete.
- e) Test and confirm that the DL loads wirelessly on a sampling of the fleet of pumps prior to the start of nurse education. Report results to Customer.

- f) Train Customer pharmacy/biomedical/nursing/IT staff members on how to retrieve standard reports.

Customer shall:

- a) Assign IT administrator
- b) Host Fresenius Kabi onsite walk through and assessment, providing qualified IT representative to tour key Customer areas.
- c) Specify intention for server or virtual service installation.
- d) If Customer elects a virtual server installation, Customer shall provide professional services to configure server and network based on requirements
- e) Provision and install required server hardware as quickly as possible after the kick off meeting Go Live.
- f) Provide VPN access to Fresenius Kabi immediately following completion of the server configuration.
- g) Ensure network ports are configured for bi-directional communication between pumps and servers(s).
- h) Provide initial services to triage and troubleshoot any issues. Report any server, network, wireless or connectivity issues to Fresenius Kabi within 24 hours to ensure resolution prior to Go Live.

5. Clinical Training

Tasks in this Section shall be completed prior to Go Live, unless otherwise noted.

Fresenius Kabi shall:

- a) Work with Customer PM to develop clinical training plan and schedule.
- b) Conduct a clinical design session following the kickoff meeting to agree to the pump settings
- c) Conduct, with the customer a clinical walk through and workflow assessment of each hospital unit following the kick-off meeting.
- d) Determine the number of hours of training required to meet Customers' needs based on the number of pumps and clinicians requiring training at each facility, assuming centralized format and location. Class size not to exceed 10 clinicians per session.
- e) Provide Super User training sessions for up to 10% of Customer clinicians designated as "Super Users".
- f) Provide qualified Fresenius Kabi staff and contractors to conduct all training. Fresenius Kabi staff may include sales representatives as well as nurses.
- g) Conduct product training per a standard mutually agreed upon format.
- h) Provide education materials for ongoing use by Customer.
- i) Provide training outcomes to Customer nursing education throughout the training period.

Customer shall:

- a) Schedule and coordinate attendees for the clinical design session following the kick-off meeting.
- b) Coordinate visits to each unit and participate in the clinical walkthrough and workflow assessment following the kick-off meeting.
- c) Require all pump users scheduled to work during the implementation period to complete online training and attend one of the training sessions provided by

- Fresenius Kabi. Any user that does not receive training during the implementation period, must be trained by a hospital Super User prior to using the pump.
- d) Require proper documentation and retention of training records for all clinicians trained, both during the implementation period and afterward.
 - e) Create and implement policy that all users must be properly in-serviced prior to using the Product on a patient.
 - f) Work with Fresenius Kabi to arrange a training schedule that meets Customer's needs.
 - g) Provide Fresenius Kabi with a unit-based staff roster and shift schedules.
 - h) Schedule staff to attend a Fresenius Kabi training session and make every reasonable effort to ensure that all staff participates in training.
 - i) Identify Super Users/resource clinicians to complete Super User training.
 - j) Require Super Users/resource clinicians, train clinicians that did not attend the training provided by Fresenius Kabi, assist with equipment conversion and support Customer's on-going training needs.
 - k) Ensure that Super Users/Resource Clinicians conduct the training once Fresenius Kabi's implementation staff leaves the Customer's site.
 - l) Secure meeting space large enough to conduct the training for the designated class sizes.
 - m) Ensure and confirm with Fresenius Kabi at least five (5) business days prior to Go Live that a minimum of 90% of its applicable staff are scheduled for training prior to Go Live. Customer understands and agrees that this is a material obligation under this SOW and that if Customer is unable to confirm that 90% of its applicable staff are scheduled for training prior to Go Live, that Go Live will be rescheduled.

6. Go Live and Post-Go Live

Tasks in this Section shall be completed on the day of the Go Live, unless otherwise noted. For the purposes of this SOW "Go Live" shall mean the first date on which Fresenius Kabi's obligations under each of the Sections II, III, IV, V and VI (if applicable) have been satisfied. Go Live day for each of Customer's facilities shall be set forth in the most current version of the Plan.

Fresenius Kabi shall:

- a) Fresenius Kabi shall deliver the Ivenix equipment components to each nursing unit from the staging area.
- b) Clinical support personnel shall provide guidance and assistance in using the pump during the swap out process.
- c) Beginning immediately following the Go Live, provide live in-hospital clinical support. After completion of in-hospital support, typically within 4-48 hours based on size of implementation, Fresenius Kabi shall provide walking rounds as necessary.
- d) Walking rounds include onsite support during peak times such as after shift changes, hanging medications, case kickoff in the OR, and /or as requested. Typically walking rounds are conducted within 4-72 hours after Go Live, based on mutually agreeable timelines.
- e) After completion of walking rounds, the pump conversion is deemed to be complete.
- f) Immediately following the Fresenius Kabi clinical representatives' departure from Customer's site on the final onsite support day, Fresenius Kabi's responsibilities under this SOW will have been deemed to be met.

Customer shall:

- a) Customer PM and appropriate colleagues will accompany the Fresenius Kabi implementation team as they distribute the Ivenix LVP components to each nursing

unit. Customer PM's role includes helping manage the implementation schedule, is the liaison with each unit manager, address clinical policy issues, etc.

- b) Customer PM will determine the correct LVP's for each unit no later than 48 hours prior to Go Live. If no unit levels are provided the PM will assist Fresenius Kabi with walking rounds to count pumps prior to Go Live.
- c) Collect the old pumps and move them to a storage location as determined by facility.
- d) Swap out the IV pumps on patients.
- e) Customer will provide carts to help facilitate the distribution of Ivenix LVP components to appropriate nursing units.

7. Delivery Schedules

Tasks in this Section shall be completed prior to Go Live.

Fresenius Kabi shall:

- a) Prior to the Kick Off Meeting, confirm a Customer-requested Go Live date.
- b) Schedule shipment dates on a mutually agreeable timeline with Customer.
- c) Confirm delivery date within 24 hours after scheduled delivery.

Customer shall:

- a) Approve shipping schedule within 24 hours after receipt.
- b) Arrange safe and secure space for storage and/or check in of equipment.
- c) Confirm receipt of equipment with Fresenius Kabi sales representative within 24 hours of delivery.

8. Biomedical support

Tasks in this Section shall be completed prior to Go Live.

Fresenius Kabi shall:

- a) Provide onsite familiarization training to Customer biomedical staff in PM procedures, technical non-repair and usage aspects of the Ivenix LVP.
- b) Review Ivenix LVP repair procedures and contact list with Customer biomedical staff.
- c) Review Ivenix LVP warranty documents with Customer biomedical staff.

Customer shall:

- a) Designate a biomedical engineer to work with Fresenius Kabi technical implementation specialist on the check-in and testing of the Ivenix LVP.
- b) Provide a staging area large enough to accommodate the quantity of LVP's. This area must meet facility required guidelines, must be secure and include workstations with sufficient A/C power to power and charge all LVPs, appropriate server access and access to waste disposal.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this SOW as of the SOW Effective Date.

MAYERS MEMORIAL HOSPITAL DISTRICT

By: _____

Name: _____

Title: _____

FRESENIUS KABI, LLC

By: _____

Name: Kathleen Lanahan

Title: Director, Contract Marketing

FRESENIUS KABI, LLC

By: _____

Name: Kristin Vollen

Title: Sr. Vice President, Commercial Operations



RESOLUTION NO. 2022-12

**A RESOLUTION OF THE BOARD OF TRUSTEES
OF MAYERS MEMORIAL HEALTHCARE DISTRICT**

Awarding Master Planning Services

WHEREAS, Mayers Memorial Healthcare District (MMHD) issued RFP-RFQ for the Master Planning services, and two qualifying responses were received; and

WHEREAS, MMHD Chief Executive Officer and staff recommended to the Board of Trustees the award of contract for Master Planning Services to Aspen Street Architects, Inc. of Angels Camp, California in the amount of \$177,870.00, with an option to include an add alternate for Criteria Documents for future development in the amount of \$309,941.00;

NOW, THEREFORE BE IT RESOLVED that the MMHD Board of Trustees authorizes award of Master Planning Services to Aspen Street Architects, Inc. of Angels Camp, California in the amount of \$177,870.00, with an option to include an add alternate for Criteria Documents for future development in the amount of \$309,941.00.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 26th day of October, 2022.

AYES:
NOES:
ABSENT:
ABSTAIN:

Jeanne Utterback, President
Board of Trustees, Mayers Memorial Healthcare District

ATTEST:

Jessica DeCoito
Clerk of the Board of Directors

Chief Executive Officer
Chris Bjornberg



Board of Directors
Jeanne Utterback, President
Tami Vestal-Humphry, Vice President
Beatriz Vasquez, Ph.D., Secretary
Abe Hathaway, Treasurer
Tom Guyn, MD, Director

Board of Directors
Quality Committee
Minutes

October 19, 2022 @ 1:00 PM
Fully Remote Teams Meeting

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.

1	CALL MEETING TO ORDER: Board Chair Jeanne Utterback called the meeting to order at 1:04 pm on the above date.		
	BOARD MEMBERS PRESENT:		STAFF PRESENT:
	Jeanne Utterback, President Tom Guyn, MD., Director		Jack Hathaway, Director of Quality Keith Earnest, CCO Pam Sweet, Scribe
	Excused ABSENT: Chris Bjornberg, CEO		
2	CALL FOR REQUEST FROM THE AUDIENCE – PUBLIC COMMENTS OR TO SPEAK TO AGENDA ITEMS		
	None		
3	APPROVAL OF MINUTES		
	3.1	A motion/second carried; committee members accepted the minutes of September 21, 2022	Guyn, Hathaway Approved by All
4	Hospital Quality Committee Report		
	Written report submitted. There are problems with data validity we expect to be resolved with implementation of Cerner. Data pulled by reports does not match the input in some cases (example Imaging). Also, need to encourage staff to enter data as it occurs and correct workflow issues. It is important to identify the workflow issues now and not carry them over to Cerner.		
5	Director of Quality Report		
	Written report submitted. ACHC vs. TJC: Met with ACHC representatives. ACHC focuses more on critical access hospitals. Agree TJC is the gold standard but may not be best for our needs. Talked with UC Davis about Centers for Rural Excellence designation. They will accept any accreditation, not just TJC. Waiting for ACHC to send us information on the differences. Dealing with Covid in Long Term Care.		
6	OTHER INFORMATION/ANNOUNCEMENTS: None		
7	ANNOUNCEMENT OF CLOSED SESSION: 2:15 pm		
	7.1	MEDICAL STAFF CREDENTIALS – GOVERNMENT CODE 54962	
	MEDICAL STAFF APPOINTMENT Haroon Rehman, MD – Oncology		
	MEDICAL STAFF REAPPOINTMENT David Panossian, MD – Pulmonary Care Julia Mooney, MD – Pathology		
	MED STAFF CREDENTIALS UNANIMOUSLY APPROVED.		
8	RECONVENE OPEN SESSION: 2:20 pm		
9	ADJOURNMENT: at 2:25 pm Next Regular Meeting – November 16, 2022		



BYLAWS OF THE
MAYERS MEMORIAL
~~HOSPITAL~~
HEALTHCARE
DISTRICT

REVISED ~~DECEMBER 2020~~ OCTOBER 2022

TABLE OF CONTENTS

Article I: Preamble	1
Mission	1
Offices	1
Definitions	1
Article II: Powers and Purposes	2
General	2
Authority of District Bylaws	2
Amendment	2
Conflict	2
Facility Operation	2
Trade Membership	2
Article III: The Board of Directors	3
Directors	3
Fiduciary Duties	3
Orientation	3
Resignation and Removal	3
Vacancies	4
Officers	4
President	4
Vice President	4
Secretary	4
Treasurer	5
Committees	5
Standing Committees	5
Special (Ad Hoc) Committees	5
Meetings	6
Quorum	6
Types of Meetings	6
Compensation	6
Indemnification	6
District Agent Indemnification	6
Scope of Indemnification	7

Article IV: Delegation of Authority 7
 Chief Executive Officer7
 Operation of the District and Its Facilities7
 Communication7
 Compliance7
 Delegation8
 Human Resources8
 Policy Implementation8
 Public Relations8
 Reporting8
 Medical Staff8

DRAFT

ARTICLE I PREAMBLE

These District Bylaws are adopted by the Mayers Memorial ~~Hospital-Healthcare~~ District Board of Directors (the "Board") pursuant to and consistent with Division 23 of the California Health and Safety Code, known as the Local Health Care District Law. These District Bylaws are established to further enable the Board to faithfully exercise its powers and fiduciary duties in accordance with applicable law. All provisions contained herein shall conform to and comply with all applicable federal, state, and local laws and regulations. Medical Staff Rules that have been approved by the Board shall be used to further assist in implementing the responsibilities of the Board.

- 1.1 Mission.** Mayers Memorial ~~Hospital-Healthcare~~ District serves the Intermountain area providing outstanding patient-centered healthcare to improve quality of life through dedicated, compassionate staff and innovative technology.
- 1.2 Offices.** The principal office of the District is fixed and located within Mayers Memorial Hospital at 43563 Highway 299 East, Fall River Mills, California, 96028. Branch or subordinate offices may be established by the Board at any time or place.
- 1.3 Definitions.**
 - 1.3.1** "Board" means the Board of Directors of the District.
 - 1.3.2** "Director" means a duly elected or appointed member of the Board of Directors of the District.
 - 1.3.3** "District" means the Mayers Memorial ~~Hospital-Healthcare~~ District.
 - 1.3.4** "Facilities" means the Hospital as well as other health care facilities and services operated by the District.
 - 1.3.5** "Hospital" means Mayers Memorial Hospital.
 - 1.3.6** "Medical Staff" or "Staff" means the organized medical staff of Mayers Memorial ~~Healthcare District~~~~Hospital~~.
 - 1.3.7** "Medical Staff Bylaws" means the Bylaws of the Medical Staff, as approved by the Board.
 - 1.3.8** "Medical Staff Rules" means the Medical Staff Bylaws, Rules and Regulations, and Policies .
 - 1.3.9** "Practitioner" means a person who is eligible to apply for or who has been granted privileges in the Hospital, or another District Facility.

ARTICLE II POWERS AND PURPOSES

The only actions of the Board are those agreed to by a majority of the Board of Directors in ~~publically~~publicly noticed meetings that are consistent with all applicable laws and regulations.

The Board shall have accountability and authority for those powers as set forth in the Local Health Care District Law Code Sections 32121 through 32138 inclusive, that are necessary for fulfilling the District's mission. These include but are not limited to the following:

- 2.1 General.** The Board is the governing body of the District. All District powers shall be exercised by or under the direction of the Board. The Board is authorized to make appropriate delegations of its powers and authority to officers and employees. The Board shall evaluate the performance of the CEO and its own performance. The Board may do any and all things which an individual might do that are necessary or advantageous to the District or the Facilities for the benefit of the communities served by the District, or that are necessary to accomplish any purpose of the District.
- 2.2 Dissolution.** Any proposal for dissolution of the District shall be subject to confirmation by the voters of the District in accordance with Cortese-Knox Local Government Reorganization Act of 1985 (Gov. Code, § 56000 et seq.).
- 2.3 Authority of District Bylaws.**
 - 2.3.1 Amendment.** These District Bylaws shall be reviewed biannually at the beginning of even numbered years. They may be changed by an affirmative vote of at least three Directors at a regularly scheduled board meeting.
 - 2.3.2 Conflict.** If there is a conflict between the District Bylaws and any other bylaws, the District Bylaws shall be controlling.
- 2.4 Facility Operation.** The Board shall be responsible for the operation of all Facilities owned or leased by the District, according to the best interests of the public health. The Board shall make and enforce all rules, regulations and bylaws necessary for the administration, government, protection and maintenance of Facilities and District property under their management. The Board may prescribe the terms upon which patients may be admitted to the Facilities. Minimum standards of operation as prescribed by the Medical Staff Rules shall be established and enforced by the Board.
- 2.5 Trade Membership.** The District may maintain membership in any local, state, national, or global group or association organized and operated for the promotion of the public health and welfare or the advancement of the efficiency

of hospital and health care administration, and in connection therewith pay any necessary dues and fees.

ARTICLE III THE BOARD OF DIRECTORS

The Board shall consist of five (5) Directors, each of whom shall be a registered voter residing in the District and whose term shall be four (4) years. Terms shall be staggered such that three (3) Directors shall be elected in years evenly divisible by four, and two (2) Directors shall be elected in alternating even-numbered years. Elections of the Board Members shall be consolidated with the statewide general election as indicated by Health & Safety Code section 32499.3.

3.1 Directors.

3.1.1 Fiduciary Responsibilities. Directors have fiduciary responsibilities to the District, and those living in the District trust the Board to act on their behalf.

- (a) The duty of care requires that Directors act toward the District with the same watchfulness, attention, caution, and prudence as would a reasonable person in the same circumstances.
- (b) The duty of loyalty requires that Directors not place their personal interests above those of the District.
- (c) The Board shall respect privacy of information by not requesting or seeking to obtain information that is not authorized or necessary for conducting the business of the Board. Directors respect confidentiality by not revealing information to others who are not legally authorized to have it or which may be prejudicial to the good of the District. Directors respect information security by requesting and monitoring policies that protect the privacy of individuals served by or doing business with the District.

3.1.2 Orientation. The Board shall ensure an orientation process that familiarizes each new Director with his or her duties and responsibilities, including the Board's responsibilities for quality care and the Facilities' quality assurance programs. Continuing education opportunities shall be made available to Directors.

3.1.3 Resignation and Removal.

- (a) Any Director may resign effective upon giving written notice to the President, the Secretary, or the Board, unless the notice specifies a later time for the effectiveness of such resignation.

- (b) The term of any Director shall expire if the Director is absent from three consecutive regular meetings or from three of any five consecutive meetings of the Board and if the Board by resolution declares that a vacancy exists on the Board, except when prevented by sickness, or when absent with permission required by law.
- (c) All or any of the Directors may be recalled at any time by the voters following the recall procedure set forth in Division 16 of the Elections Code.
- (d) A Director shall cease to hold Committee membership upon ceasing to be a Board member.

3.1.4 Vacancies. When a vacancy occurs on the Board of Directors, the remaining Board Members may fill it by appointment as outlined in Government Code Section 1780.

3.2 Officers. All officers will serve a two year term.

3.2.1 President. The President shall be the principal officer of the District and the Board, and shall perform all duties incident to the office and such other duties as may be prescribed by the Board including but not limited to:

- (a) Serve as the Board’s primary liaison with the Chief Executive Officer, the press, and the public;
- (b) Prepare the Board agenda and request necessary support materials for meetings;
- (c) Conduct meetings of the Board;
- (d) Sign documents as authorized by the Board;
- (e) Appoint Directors to Committees subject to approval by a majority of the Board;

3.2.2 Vice President. The Vice President shall serve in the capacity of the President when necessary or as delegated.

3.2.3 Secretary. In coordination with the Board Clerk, ~~the~~ Secretary shall provide for the keeping of minutes of all meetings of the Board. The Secretary shall give, or cause to be given, appropriate notices in accordance with these Bylaws or as required by law and shall act as custodian of District records, reports, and the District's seal.

3.2.4 Treasurer. The Treasurer shall be charged with the safekeeping and disbursement of the funds in the treasury of the District.

3.3 Committees. All Committees, whether Standing or Special (ad hoc) shall be appointed by the President. The chairman of each Committee shall be appointed by the President. All Committees shall only be advisory to the Board unless otherwise specifically authorized to act by the Board. Authorized action requires Committee quorum and a majority vote of appointed members, unless such action is approved in writing by the absent members. A Committee chairman may invite additional individuals with expertise in a pertinent area to meet with and assist the Committee. Such consultants shall not vote or be counted in determining the existence of a quorum and may be excluded from any Committee session.

3.3.1 Standing Committees. When it is deemed necessary by the Board, Standing Committees may be appointed by the President with the concurrence of the Board. Standing Committees shall limit their activities to the accomplishment of the task for which they are created and appointed. Members of Standing Committees will serve two year terms. Standing Committees shall continue in existence until discharged by the Board.

- (a) Standing Committees shall be:
 - (1) Finance Committee
 - (2) Quality Committee
 - (3) Strategic Planning Committee
- (b) Standing Committee Participation. Other Directors may attend standing Committee Meetings as members of the public but may not participate in the discussions. The President may remove any member at any time, or designate other Directors to serve in the capacity of any absent Committee members. All appointed members of Committees, including ex officio appointments and recognized alternates, shall be voting members and shall count toward establishing a quorum. Additional members from within the district, including appointed members, may be recommended to serve on the committee as a voting member with board approval.

3.3.2 Special (Ad Hoc) Committees. A Special Committee is an advisory committee composed solely of Directors that represent less than a quorum of the Board, does not have continuing authority, and does not have a meeting schedule fixed by resolution or formal action of the Board. Special Committees may be appointed by the President for special tasks as circumstances warrant, and upon completion of the task for which appointed, such Special Committee shall stand discharged.

Special Committee action may be taken without a meeting by a writing setting forth the action so taken signed by each member of the committee entitled to vote.

3.4 Meetings. All meetings of the Board and its Standing Committees are conducted in accordance with the Ralph M. Brown Act (the Brown Act). Public comment will be invited and considered at all open meetings and meeting agendas, support materials, and minutes will be available to the public.

3.4.1 Quorum. A majority of the Directors of the Board or Committee members shall constitute a quorum.

3.4.2 Types of Meetings.

(a) An annual organizational meeting shall be held on the first meeting in December at the place designated in a resolution by the Board. On odd years, ~~†~~this meeting shall include the election of the President, Vice President, and Secretary, as well as the appointment of a Treasurer, and appointment of Standing Committee members.

(b) Regular monthly meetings shall be held on a consistent basis, alternating sites between the Burney ~~Annex~~ and the Fall River Mills campuses, in the boardroom, except as otherwise specified by a resolution of the Board. Meeting dates and times are set at the annual meeting in December and if changed will be legally noticed. In the event the regular meeting date falls on a legal holiday, the meeting shall be held on the following day, except as otherwise specified by a resolution of the Board.

3.5 Compensation. The Board shall serve without compensation except that by resolution of a majority vote, the Directors may authorize the payment of up to one-hundred dollars (\$100) per meeting for a maximum of six (6) meetings per month as compensation to each Director as authorized by the Local Health District Law (Health & Saf. Code, § 32103). Each Director shall be allowed the Director's actual necessary traveling and incidental expenses incurred by the performance of official business of the District as approved by the Board.

3.6 Indemnification. All instances of indemnification shall adhere to the California Government Code beginning at Section 825. Nothing contained herein shall be construed as providing indemnification to any person in any malpractice action or proceeding arising out of or in any way connected with the practice of such person's profession.

3.6.1 District Agent Indemnification. The District shall, to the maximum extent permitted by law, indemnify each of its agents against expenses,

judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding arising from any act or omission occurring within the agent's scope of authority, as determined by the District. A District agent includes any person who is or was a director, officer, employee or other agent of the District.

- 3.6.2 Scope of Indemnification.** The District may not provide unconditional indemnification to non-employee members of its medical staff involved in litigation arising out of peer review committee activities.

ARTICLE IV DELEGATION OF AUTHORITY

The Board honors the distinction between governance and management and is authorized to make appropriate delegations of its powers and authority to officers and employees at its discretion. The Board shall exercise its responsibilities for oversight by operating at the policy level, setting strategic direction and goals, monitoring key outcomes, and taking corrective action where needed.

- 3.7 Chief Executive Officer ("CEO").** The District shall employ or contract with a CEO for the Hospital who acts on behalf of the District within the constraints of all District bylaws and policies. The Board delegates to the CEO the authority to perform the following functions:

- 3.7.1 Operation of the District and Its Facilities.** The CEO is responsible for coordination among the Facilities to control costs and to avoid unnecessary duplication in services, facilities and personnel. The CEO is responsible for ensuring the soundness of financial, accounting and statistical information practices including budgets, forecasts, special studies and reports, and proper maintenance of statistical records. The CEO is responsible for data collection as required by governmental, licensing, and accrediting agencies. The CEO shall maintain adequate insurance or self-insurance covering the physical property and activities of the District and the Board. The CEO is responsible for the negotiation and administration of contracts necessary for District operations. The CEO shall maintain all District records including the minutes of Board and Committee meetings.
- 3.7.2 Communication.** The CEO shall be liaison among the Board, the Medical Staff, and District personnel.
- 3.7.3 Compliance.** The CEO shall assist the Board in planning services and facilities and informing the Board of governmental legislation, regulations and requirements of official agencies and accrediting bodies, that affect

the planning and operation of the Facilities. The CEO is to perform as liaison with governmental, licensing, and accrediting agencies, and shall implement actions necessary for compliance.

- 3.7.4 Delegation.** The CEO shall designate other individuals by name and position who are authorized to act for the CEO during any period of absence. To the extent the CEO deems appropriate, the CEO shall delegate to management personnel in the Facilities the authority to manage the day-to-day operations of the Facilities, hire and terminate Facility personnel, and administer professional contracts between the District and Practitioners.
- 3.7.5 Human Resources.** The CEO is responsible for ensuring the soundness of all personnel. The CEO shall provide the Board and its Committees with adequate staff support.
- 3.7.6 Policy Implementation.** By working with Standing and Special Committees of the Board and joint committees of the Medical Staff, the CEO is to participate in the elaboration of District policies.
- 3.7.7 Public Relations.** The CEO shall coordinate community relations activities, including public appearances and communications with the media.
- 3.7.8 Reporting.** The CEO shall prepare and distribute to the Board and Medical Staff periodic reports on the overall activities of the District, the Hospital or other Facilities, and pertinent federal, state and local developments that affect the operation of District Facilities.
- 3.7.9** Any other duties as the Board may direct from time to time.

3.8 Medical Staff. There shall be a Medical Staff for the ~~Hospital District~~, established in accordance with legal, regulatory and accreditation requirements, including California Local Healthcare District Law, that is responsible and accountable to the Board for the discharge of those duties and obligations set forth in the Medical Staff Rules and as delegated by the District. The Medical Staff shall be self-governing with respect to the professional work performed in the Hospital and shall have those rights recognized by the California legislature in Senate Bill 1325 (2004). The Board and the Medical Staff shall have the mutual rights and responsibilities as described in that legislation.

3.8.1 The Medical Staff is responsible for and accountable to the Board for the quality of care, treatment and services rendered to patients in the ~~District Hospital~~. The Medical Staff shall implement mechanisms to assure the consistent delivery of quality care such that patients with the same health problem all receive the same level of care. The Medical Staff shall be responsible for investigating and evaluating matters relating to Medical Staff applications, membership status, clinical privileges, and

corrective action, except as provided by the Medical Staff Rules. The Medical Staff shall adopt and forward to the Board specific written recommendations, with appropriate supporting documentation, that will allow the Board to take informed action. Board procedures for appeals shall comply with procedures set forth in the Medical Staff Rules and applicable law, including the Local Healthcare District Law (Health and Safety Code Section 32150 et seq.).

3.8.2 The Medical Staff is responsible for the development, adoption, and periodic review of the Medical Staff Rules consistent with these District Bylaws, applicable laws, government regulations, and accreditation standards. The Medical Staff Rules and all amendments, shall become effective only upon approval by the Medical Staff and the Board.

3.8.3 Membership in the Medical Staff shall be comprised of physicians, surgeons, dentists, ~~and~~ podiatrists, and mid-levels who meet the qualifications for membership as set forth in the Medical Staff Rules and who are duly licensed and privileged to admit or care for patients in the Hospital. Membership shall be a prerequisite to the exercise of clinical privileges in the ~~District Hospital~~, except as otherwise specifically provided in the Medical Staff Rules.

CERTIFICATION

It is hereby certified that attached hereto is a true, complete and correct copy of the current Bylaws of the Mayers Memorial ~~H~~healthcare~~ospital~~ District, duly adopted by the Board of Directors on ~~October 26, 2022~~December 2, 2020.

~~Jeanne Utterback~~Beatriz Vasquez, Ph.D.,
President

Date

The following are the New, Revised and Retired Policies and Procedures that have been approved by the Policy and Procedure Process. These policies and procedures have been put in the appropriate hospital manuals.

Date:
September 28, 2022

For Quarter Ending
September 30, 2022

Department	Document	New/Revised/Retired
340B Program	340B Contract Pharmacy Operations	New
340B Program	340B Contract Pharmacy Oversight & Monitoring	New
340B Program	340B Covered Entity Eligibility	New
340B Program	340B Education and Competency	New
340B Program	340B Enrollment Recertification, and Change Requests	New
340B Program	340B Inventory Management	New
340B Program	340B Noncompliance/Material Breach	New
340B Program	340B Patient Eligibility/Definition	New
340B Program	340B Prevention of Duplicate Discounts	New
340B Program	340B Prime Vendor Program Enrollment and Updates	New
340B Program	340B Program Agreement	New
340B Program	340B Program Compliance, Monitoring/Reporting	New
340B Program	340B Roles and Responsibilities	New
Activities	Beauty Barber Shop	Revised
Activities	Resident Council Happenings MMH699	Revised
Activities	Resident Council Meeting Minutes Form MMH44	Revised
Activities	Swing Activity Care Plan MMH696	Revised
Acute - Med Surg	Acuity-Staffing Indicator MMH402	Revised
Acute - Med Surg	Admissions Information Form MMH158	Revised
Acute - Med Surg	Bed Pans and Urinals	Retired
Acute - Med Surg	Bili-Lite	Revised
Acute - Med Surg	Calculation of Patient Acuity	Revised
Acute - Med Surg	Cast Care	Revised
Acute - Med Surg	Compresses, Cold Wet (Nonsterile)	Retired
Acute - Med Surg	Medical Management Conflict of Pt. Care Guidelines for Staff	Revised
Acute - Med Surg	Medication Administration Record MMH648	Revised
Acute - Med Surg	NPO Patient Status	Revised
Acute - Med Surg	Organ and Tissue Donor Transplantation	Revised
Acute - Med Surg	Patient Belongings and Valuables	Revised
Acute - Med Surg	Restraint Log MMH578	Revised
Acute - Med Surg	Shift Routine for Patient Care	Retired
Acute - Med Surg	Staffing Acuity Worksheet MMH649	Revised
Acute - Med Surg	Suctioning, Oral-Nasal-Tracheal, Without an Artificial Airway	Revised
Acute - Med Surg	Swing Bed Interdisciplinary Care MMH721	Revised
Acute - Med Surg	Swing Bed Patient Physician Choice MMH722	Revised
Anesthesia	Malignant Hyperthermia Letter MMH714	Revised
CAH	Resident Behavior and Facility Practices	Revised
CAH	Swing Bed - Admission Procedure	Revised
Clinics, Rural	Vaccine Double Check	Revised
Clinics, Rural	Vaccine Protection in Case of Power Outage	Revised
Disaster	Bioterrorism Guidelines for Handling Mail	Revised
Disaster	Chemical Spill	Revised
Disaster	Code Triage - Acute Nursing Unit	Revised
Disaster	Code Triage - Instruction for Social Service	Revised
Disaster	Code Triage - Purchasing	Revised
Disaster	Disaster Plan Callback Roster	Revised
Disaster	Emergency Sewage & Waste Disposal Policy	Revised

Department	Document	New/Revised/Retired
Disaster	Emergency-Disaster Supply Staging List for Purchasing	Revised
Disaster	HICS 255 Evacuation Tracking Form	Revised
Disaster	Hospital Command Center	Revised
Disaster	Incident Command System ICS	Revised
Disaster	On Duty Staff Tracking	Revised
Disaster	Safety/Security Report Form MMH220	Revised
Emergency Department	Adult Crash Cart DAILY CHECK LIST MMH87	Revised
Emergency Department	Respiratory Care Service in the Emergency Department	Revised
Emergency Department	Tenecteplase - TNKase, Administration of	Revised
Environmental Services	Glass Surface Cleaning	Revised
Environmental Services	Lights and Vents Cleaning	Revised
Environmental Services	Mopping	Revised
Environmental Services	Periodic Deep Cleaning	Revised
Environmental Services	Unit, Discharge Cleaning for Isolation Rooms	Revised
HIM	Chart Review	Revised
HIM	Lost Health Records	Revised
HIM	Subpoena Procedure	Revised
Hospice	Admission of SNF Resident to Hospice	Revised
Hospice	Hospice Care for Nursing Facility Residents	Revised
Hospice	Hospice Care for Nursing Facility Residents-Coordination of Care	Revised
Hospice	Hospice Care for Nursing Facility Residents-Hospice Plan of Care	Revised
Hospice	Interdisciplinary Team	Retired
Infection Control	Annual Tuberculosis Assessment MMH298	Revised
Infection Control	Antimicrobial Stewardship Program	Revised
Infection Control	Bamlanivimab/Etesevimab Consent Form MMH707	Retired
Infection Control	Bloodborne Pathogen Exposure Control Plan (ECP)	Revised
Infection Control	Central Line Insertion Bundle	Revised
Infection Control	Central Line Insertion Checklist MMH483	Revised
Infection Control	Infection Control Monthly Tracking Letter MMH505	Revised
Infection Control	List of Communicable Diseases MMH474	Revised
Infection Control	Medical Waste Management Guidelines Chart MMH70	Revised
Infection Control	Medical Waste Management Plan & Certification	Revised
Infection Control	Surgical Site Infection Worksheet MMH504	Revised
IT - Information Technology	After Hours IT Support	Revised
IT - Information Technology	Regular Hours Technical Support Policy	Revised
Medical Staff	Emergency Medicine Core Privileges	Revised
Medical Staff	MEC-Governing Board Endorsement for AHP Reappointment	Revised
Medical Staff	Nephrology Core Privileges	New
Medical Staff	Nurse Practitioner Core Privileges for Outpatient	Revised
Patient Access	Discount and Charity Care Application MMH457	Revised
Patient Access	HHS POVERTY GUIDELINES MMH389	Revised
Patient Access	Patient Rights	Revised
Pharmacy	Automatic Stop Orders - Skilled Nursing	Revised
Pharmacy - Sterile Compoundi	Hand Sanitizing and Garbing Sequence - Clean Room	Revised
Physical Therapy	Patient Scheduling PT	Revised
Preprinted Orders	Physician Orders - Admission - SNF MMH21	Revised
Purchasing	Creating New Vendor	Revised
Purchasing	Property Control - Purchasing	Revised
Purchasing	PURCHASE ORDER APPROVAL AND DISCREPANCIES	Revised
Purchasing	Purchases Capital Expenditures Equipment, Renovation, & Supplies	Revised
Purchasing	Purchasing Authorization	Revised
Purchasing	Return for Repairs and Replacements	Revised
Purchasing	Shipping	Revised
Purchasing	Stock Item Purchasing	Revised
Purchasing	Stock Rotation	Revised
Purchasing	Vendor Shipping Errors	Revised

Department	Document	New/Revised/Retired
Respiratory Therapy	Arterial Puncture and Analyzation	Revised
Respiratory Therapy	Incentive Spirometry	Revised
Respiratory Therapy	Measuring Peak Flow	Revised
Respiratory Therapy	Oxygen Administration, Newborn Infant	Revised
Respiratory Therapy	Pulmonary Function Testing (PFT)	Revised
Respiratory Therapy	Scope of Services, Respiratory Therapy	Revised
Respiratory Therapy	Six Minute Walk Test Recording Sheet - RT MMH514	Revised
Respiratory Therapy	Sputum Induction via Small Volume Nebulizer	Revised
Respiratory Therapy	Ventilation with pNeuton Model A Transport Ventilator	Retired
Skilled Nursing	Administration of Ear Drops, Ear Lavage and Ear Irrigation	Revised
Skilled Nursing	Admissions Forms Checklist SNF MMH459	Revised
Skilled Nursing	Bladder Training Program	Revised
Skilled Nursing	Box Warning Medications - SNF	Revised
Skilled Nursing	Comfort Care	Revised
Skilled Nursing	Daily Nurse Staffing Form MMH710	Revised
Skilled Nursing	Discontinued Controlled Substances Log MMH583	Revised
Skilled Nursing	Discontinued Medication Log MMH574	Revised
Skilled Nursing	Discontinued Medications and Controlled Substance Disposal: SNF	Revised
Skilled Nursing	EKG Policy, SNF, Burney Annex	Retired
Skilled Nursing	Food from Outside Sources - SNF	Revised
Skilled Nursing	Gait Belt	Revised
Skilled Nursing	Hair and Scalp Care - SNF	Retired
Skilled Nursing	HS care - SNF	Retired
Skilled Nursing	MEDICATION RISK REVIEW MMH141	Retired
Skilled Nursing	Medications for Residents on Pass or Leave - SNF	Revised
Skilled Nursing	Narcotic Control Sheet for Liquids MMH582C	Revised
Skilled Nursing	Narcotic Control Sheet for Pills and Tablets MMH582A	Revised
Skilled Nursing	Narcotic Control Sheet for Transdermal Patches MMH582D	Revised
Skilled Nursing	Oral Care and Hygiene	Revised
Skilled Nursing	Resident Assessment Instrument	Revised
Skilled Nursing	Restorative Care Flow Sheet MMH125	Revised
Skilled Nursing	Restorative Nursing Flow Sheet	Revised
Skilled Nursing	Restraints	Revised
Skilled Nursing	Side Rail Use Assessment Form MMH689	Revised
Skilled Nursing	SNF Antibiotic Control Sheet MMH644	Revised
Skilled Nursing	Spiritual Care - SNF	Revised
Skilled Nursing	Telephone Use, SNF	Revised
Skilled Nursing	Urinary Catheter, Condom (External)	Revised
Social Services	Bed Hold Information MMH335	Revised
Social Services	Cornell Scale for Depression in Dementia MMH336E	Revised
Social Services	Cornell Scale for Depression in Dementia MMH336S	Revised
Social Services	Geriatric Depression Assessments	Revised
Social Services	Geriatric Depression Scale MMH337	Revised
Surgery	Counting -- Sponges Sharps and Instruments	Revised
Surgery	DNAR Orders for Perioperative Period Form MMH249	Revised
Surgery	Endoscopes, Reprocessing of -	Revised
Surgery	Operating Room Humidity and Temperature	Revised
Surgery	Steris Endoscope Processing	Revised
Telemedicine	Telemed charge sheet MMH659	Retired
Telemedicine	Telemed clinic schedule form MMH658	Retired
Telemedicine	Telemed Patient Survey MMH660	Retired
Telemedicine	Telemed Referral Form, MVHC MMH645	Revised
Telemedicine	UCD Pediatrics Critical Care Cart - Telemedicine	Revised



Operations Report October 2022

Statistics	September YTD FY23 <i>(current)</i>	September YTD FY22 <i>(prior)</i>	September Budget YTD FY23
Surgeries			
➤ Inpatient	0	0	TBD
➤ Outpatient	0	6	TBD
Procedures** (<i>surgery suite</i>)	0	21	TBD
Inpatient	646	674	327
Emergency Room	1212	1196	1172
Skilled Nursing Days	7188	7108	6917
OP Visits (OP/Lab/X-ray)	4765	5558	3338
Hospice Patient Days	541	392	467
PT	677	651	702

*Note: numbers in RED denote a value that was less than the previous year.

**Procedures: include colonoscopies

Chief Human Resource Officer
October Board Report
Submitted by Libby Mee – CHRO

The Human Resource department currently supports 277 active employees
Full Time – 248 Part Time/Casual/Per Diem - 20 Leave of Absence – 9

Staffing and Recruitment

We are actively recruiting and interviewing* for the below posted positions:

Administration

Director of Clinical Services
Director of Nursing – Skilled Nursing Facility

Nursing

Emergency Department RN (2)
Med/Surg Acute RN (4) *
Skilled Nursing CNA (14)
Skilled Nursing LVN (7)*
Skilled Nursing Ward Clerk*

Clinical

Laboratory CLS (2)*
Imaging Radiology Tech (2)*
Imaging Manager
Respiratory Therapist

Support Services

Food and Nutrition Services Aide/Cook (3)*
Certified Dietary Manager
Registered Dietician
IT Helpdesk Agent
IT Jr System Administrator
Environmental Services Housekeeper (4)*

Travel/Registry Staff

We continue to use registry for the following departments:

- Emergency Department RN
- Skilled Nursing Facility LVN and CNA
- Med/Surge Acute RN
- Laboratory CLS
- Imaging CT/Radiology Tech and Ultrasound Tech
- Respiratory Therapy Therapist
- Physical Therapy Therapist

Employee Health and Wellness

Employee COVID Exposure

Total cases – 319

Isolation/Positive – 241

Quarantine – 78

Exposure related to work – 60

Employee Immunization

As of October 24, the definition of vaccinated related to COVID has changed so we are resorting our previous tracking methods to be sure we maintain compliance. We have been considering shifting from an internal tracking method to utilizing the National Healthcare Safety Network dashboard. Use of this dashboard would require personal employee demographics such as date of birth, gender, race, and ethnicity.

We have also entered the 22/23 flu season and have offered immunization to staff and are tracking employee compliance for reporting by October 31.

Work Related injury and Illnesses

There have been 4 new first aid claims this month resulting in 2 days away from work.

We have a total of 15 first aid injuries this year resulting in 4 days away from work.

We have had 6 reportable injuries resulting in 69 days away from work.

Employee Safety and Wellness Initiatives

The BETA representatives with Safe Patient Handling Program had a great site visit. They toured the facility to meet staff and look at current equipment and processes related to patient mobility in the Acute, Emergency and Skilled Nursing Departments.

Additionally, we have a site visit scheduled with another BETA representative related to our Slip, Trip and Fall prevention program. Sherry in Environmental Services and Alex with Maintenance and Facilities have agreed to partner with Employee Health on this program.

Additional Projects

Compensation Study

Earlier this year, MMHD participated in the Allied for Health compensation survey study. We recently received completed reports for Employee Benefits and Non-Managers. We are still waiting for reports for Managers and Executives. We can see data for northern Ca, rural and Critical Access Hospitals. In addition to this data, we are pulling reports from the Employment Development Department and reviewing wages by occupation. We can see reports by state, county, and region. I intend to combine all data and compare the provided scales to the current MMHD scale to be sure we can be competitive in the labor market.

Regional Joint Advisory for Healthcare Dinner

On October 13, members of the administrative attended a dinner with the Regional Joint Advisory for Healthcare group. The group consisted of educational and healthcare members from the north state with the intention of collaborating on streamlined pathways from education to the healthcare sector. We discussed what is currently working well, what can be improved and what future partnerships can be aligned to establish pathways to employment in the region.

Hospital Quality Institute Annual Conference

On November 7th, I will be joining other Mayers team members at the HQI annual conference. I will be participating in the Joy in Practice series focusing on Avoiding Healthcare Workforce Burnout, Engaging Clinicians Support with Outcomes, Workforce Support Concepts and Strategies and Purpose and Building Better Teams

Chief Public Relation Officer – Valerie Lakey
October 2022 Board Report

Legislation/Advocacy

The current legislative session has ended. I have attached the summary of the action taken during the session. Click Below to view:



ACHD Legislative Report

Subject and Bill	Status	Position
Access to Care		
AB 4 (Arambola D) Medi-Cal eligibility. Extends full-scope Medi-Cal benefits to income-eligible adults age 18 years or older, regardless of their immigration status.	DEAD	Support
AB 14 (Aguilar-Curry D) Communications: California Advanced Services Fund; deaf and disabled telecommunications program; surcharges. Funds and prioritizes the deployment of broadband infrastructure in California's most vulnerable, and underserved communities.	CHAPTERED	Support
AB 32 (Aguilar-Curry D) Telehealth. Implements various changes to Medi-Cal telehealth policy, including prioritizing the Department of Health Care Services (DHCS) to allow under specified circumstances new practices to be established with providers using audio-only synchronous and other modalities, and permits exceptions from requirements to ensure beneficiary choice of modalities.	CHAPTERED	Support
AB 35 (Reyes D) COVID damages; medical malpractice. Provides access to care in California by modifying California's Medical Injury Compensation Reform Act of 1975 (MICRA).	CHAPTERED	Support
AB 37 (Nazarian D) Health care coverage; insulin affordability. Prevents insurance policies from imposing a deductible on insulin prescription drugs.	DEAD	Support
AB 368 (Bonta, Via D) Food prescriptions. Establishes the Food Prescription pilot program to directly address racial and ethnic health disparities related to nutrition insecurity among Medi-Cal beneficiaries.	DEAD	Support
AB 410 (Egge R) Licensed registered nurses and licensed vocational nurses; Nurse Licensure Compact. Enters California into the Nurse Licensure Compact (NLC), allowing nurses from out of state to fill gaps in nursing care especially during natural disasters or other emergencies.	DEAD	Support
AB 443 (Carville D) Physicians and surgeons; fellowship programs; special faculty permits. Establishes an international medical graduates assistance program within the Office of Statewide Health Planning and Development (OSHPD) to address the shortage of health care professionals in the state of California.	DEAD	Support
AB 849 (Reyes D) Skilled nursing facilities; intermediate care facilities; liability. Establishes a \$500 penalty per violation instead of per case, for actions brought against skilled nursing facilities (SNFs) under Health & Safety Code 1430 (b), which are not covered by liability insurance.	CHAPTERED	Oppose
AB 852 (Wood D) Health care practitioners; electronic prescriptions. Clarifies existing law (AB 890, 2020) to ensure that nurse practitioners are recognized as independent providers who help close the provider gap and reduce health disparities.	CHAPTERED	Support
AB 882 (Gray D) Proposition 56 Medi-Cal Physicians and Dentists Loan Repayment Act Program. Requires Proposition 56 loan assistance payments to be awarded to Medi-Cal physicians and dentists who maintain a patient caseload composed of at least 30% Medi-Cal beneficiaries and meets additional verification requirements.	DEAD	Support

8

We are already starting to strategize for the coming year and the items that are going to come up and resurface.

Marketing/Public Relations

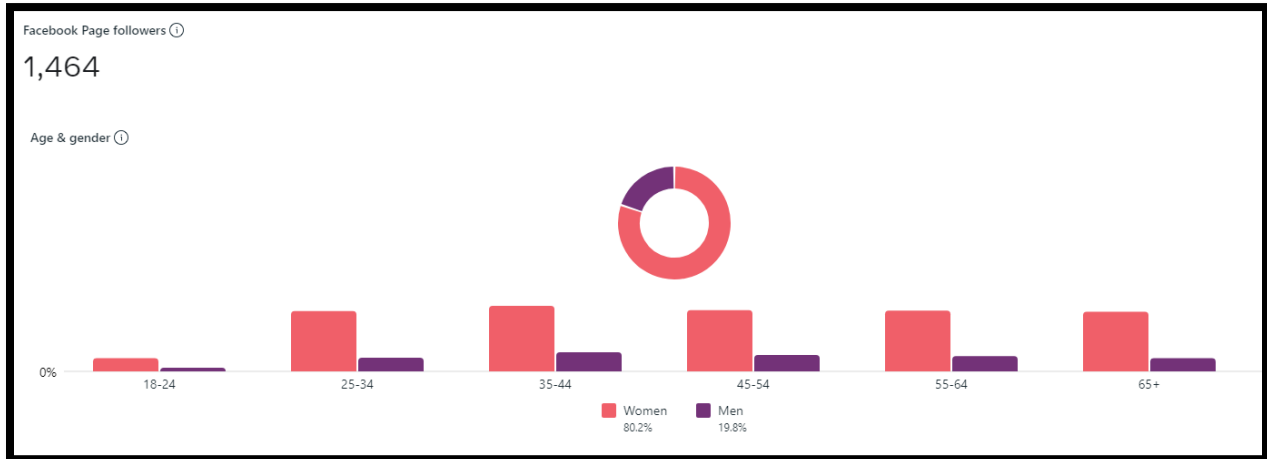
Dreampilot Films was on site October 12 to do filming of the lodge. The day was very successful. We interviewed Joey Marchy, Housing Manager; Theresa Overton, CNO; Evan Walters, PT; and Dr. Magno. The finished product will be completed in about 3 weeks. We look forward to this recruiting tool.

The Masonic Lodge [Cornerstone Ceremony on October 8th](#) was well attended. The ceremony was to dedicate our new hospital building to the community. The freemasons have a time-honored tradition of laying a cornerstone at public buildings. A big thank you to Jim Crockett, the Master of the local Masonic Lodge for making this happen.

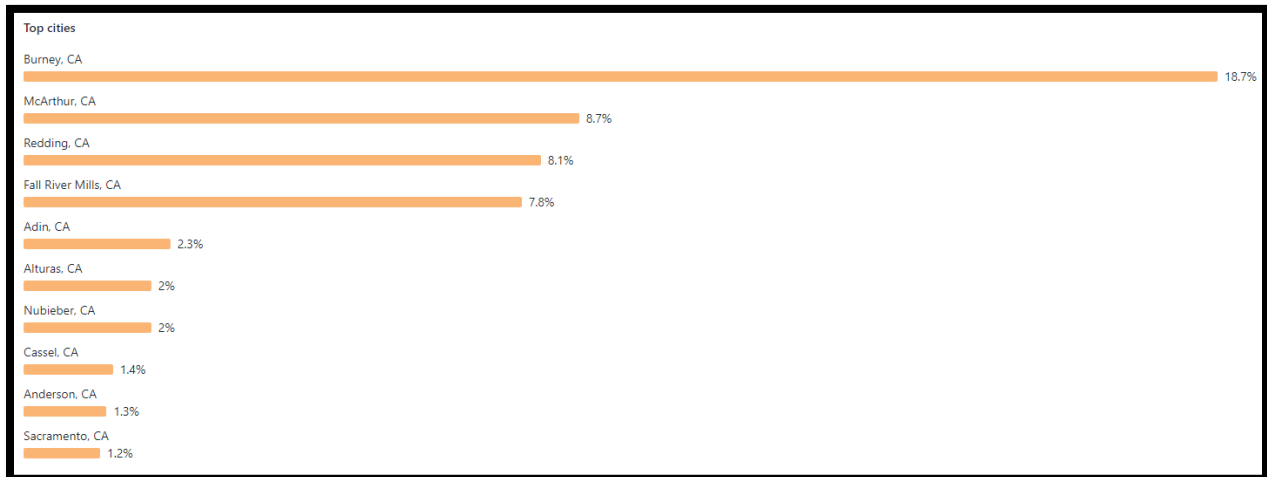
We have finished the marketing materials for the Meds to Beds program. We worked with the retail pharmacy and acute care to iron out all of the details and the flyers are out, the program is advertised on social media and the pharmacy will begin implementation of the program.

We have been using several avenues to promote flu shots which are available daily at the clinic and on Fridays at the Retail Pharmacy.

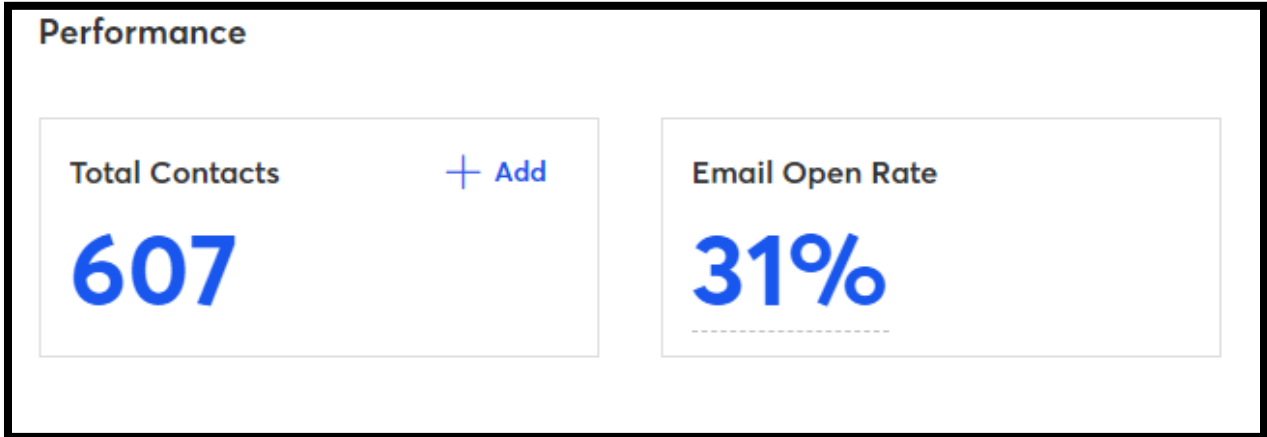
We are evaluating our social media audience to target specific demographics and determine which services to market via this platform. Clearly we reach a much larger percentage of women.



We also see that we have a large Burney audience.



We have also been using email campaigns for direct marketing for flu shots, etc. We are exceeding to industry average for “open rate” which is encouraging, so we will be expanding this platform for direct marketing.



Emergency Preparedness

The Active Shooter functional drill will be Friday, October 18th at the clinic in Burney. We will run four sessions and rotate staff through the drills. Information from the virtual drill, tabletop drill and staff input is being used to develop the scenario.

We are doing a lot of work and research to update our EOP to align with the survey crosswalk. When completed the documents will be easier to reference and all will be available digitally.

**July Board Report
Clinical Division
10/19/2022**

Pharmacy

- COVID Vaccines
 - Mayers carries both Pfizer and Moderna COVID bivalent booster vaccines.
 - Skilled residents' bivalent boosters start October 27.
 - Pfizer pediatric boosters are approved and will be available at Mayers Rural Health Clinic as soon as they are received by the county.
- Flu shots for staff and residents are mostly complete.
- The contract with CareFusion/Pyxis for host conversion has been initiated as Mayers will be moving to Cerner®.

Retail Pharmacy

- 340B
 - Kristi Shultz, CPhT, and 340B coordinator along with Mayers IT department have applied and been approved for a Health Industry Number (HIN). Once we have the number the amount of high dollar medications available through the 340B program for Mayers Rural Health Center patients will expand.
 - Telemedicine providers are transmitting, so Kristi is reworking the claims so the medications can be replenished.
- Flu shots are offered at retail pharmacy each Friday in October.
- Meds to Beds has launched. Med-surg nursing staff is aware of the program. We are reaching out to providers as well. In the past, the number one patient complaint has been that on discharge patients were unsure how to take their medications. We are hopeful that this helps to resolve this issue.
- As Mayers Retail Pharmacy is the 340B contract pharmacy for MVHC, MVHC is encouraging patients receiving care at their outlying clinics to use our pharmacy via mail order. We have seen a definite increase in prescriptions from Weed and Mount Shasta.

Respiratory Therapy

- Due to a family emergency a registry respiratory therapist had to leave unexpectedly. David Ferrer, RT, manager has been covering the entire month with minimal gaps.

Imaging

- The search for a manager continues. We have retained a search company to help us find a manager.

Cardiac Rehab

- Cardiac rehab received an award from the foundation to purchase a replacement vitals monitor with a roller stand and an additional upper body exerciser.

Laboratory

- The chemistry analyzer conversion is behind schedule due to supply chain delays in getting test reagents. Testing has been completed with what is available and the tech performing the tests will return the week of the 24th to restart once additional reagents have arrived.

Telemedicine

See attached report

Telemedicine Program Update as of Oct 14, 2022

Respectfully submitted by Amanda Harris for Keith Earnest, CCO and Tommy Saborido, MD

We have completed a total of 1924 live video consults since August 2017(start of program).

Endocrinology:

- Dr. Bhaduri saw 19 patients in August, 11 patients in September and nine so far this month. She has 12 more patients scheduled for the rest of October.
- We've had 636 consults since the start of this specialty in August 2017.

Nutrition:

- We had four nutrition appointments with Jessica in August, three in September and there are four scheduled for later this month. Demand for nutrition has increased a bit, which is great.
- We've had 143 consults so far since we started this specialty in November 2017.

Psychiatry:

- Dr. Granese saw five patients in August, nine in September and has five in scheduled for later this month. All Burney SNF residents scheduled to be seen were rescheduled to next month due to COVID status of the facility.
- We've had 566 consults since the beginning of the program in August 2017.

Infectious Disease:

- We've had no new Hep C referrals recently.
- We've had 93 consults since the start of this specialty in September 2017.

Neurology:

- Dr. Levyim saw 12 patients in August, nine in September and seven scheduled for later this month.
- We've had 340 consults since the start of the program in November 2018.

Rheumatology:

- Dr. Shibuya saw one patient in August and two in September. Rheum demand is not bad, but his availability is severely limited and shared amongst many other clinics including ours. Telemed2U is working on onboarding a second Rheumatologist to assist with this.
- We've had 55 consults since the start of the program in May 2020.

FRJUSD/Mayers/MVHC Take Four Counseling Grant:

- The Take Four Counseling Program has been fully transitioned to the Fall River Joint Unified School District.
- The final closeout report for HRSA was completed and submitted on October 11, 2022.

Expansion of New Services for Outpatient:

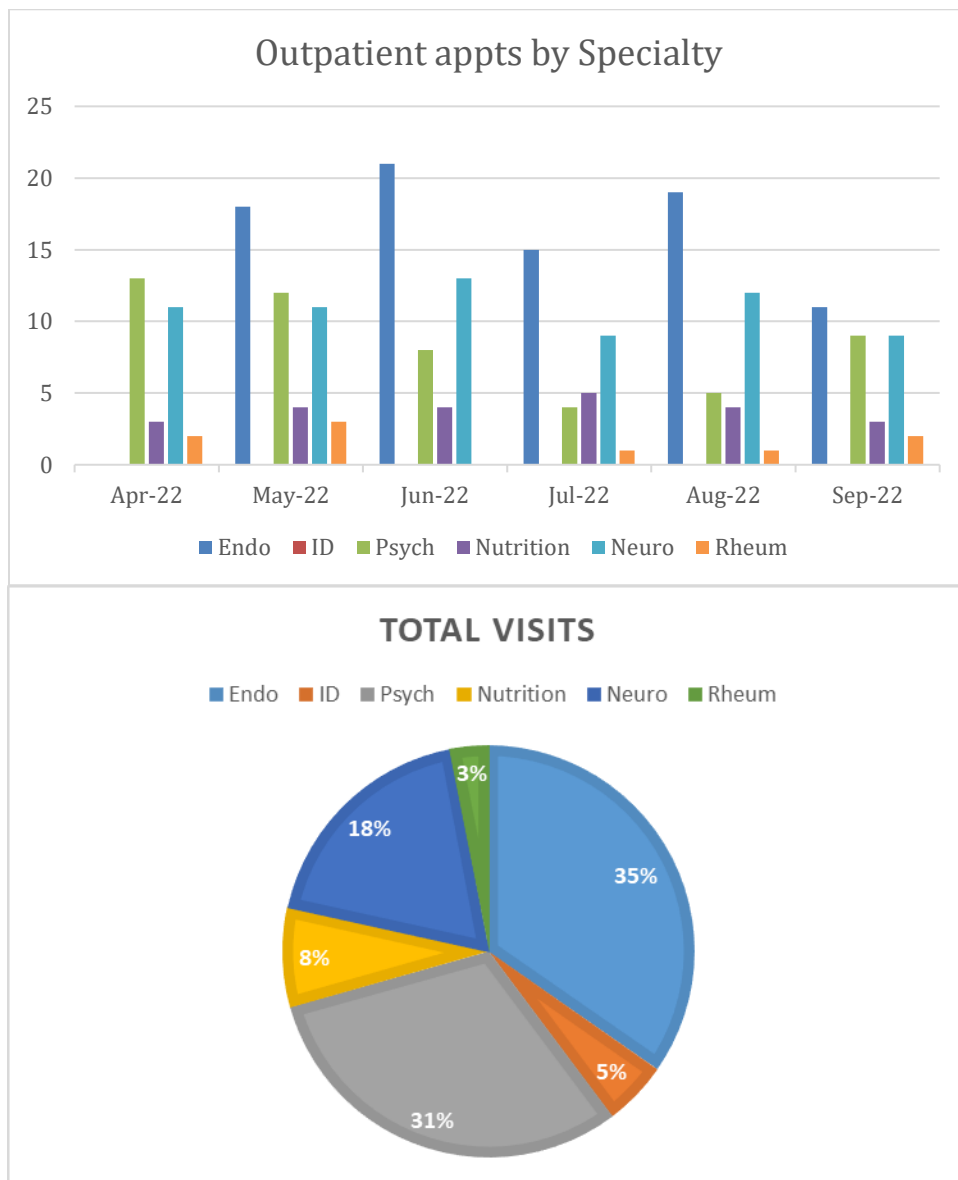
- Credentialing for our new Nephrology service is almost complete. Pam expects to have temporary privileges completed within the week. Telemed2U will be sending the contract

amendment for that service soon for review and signature. Once completed we'll be able to start booking patients! We already have couple of patients asking about it/referrals waiting.

- The contract amendment for mental health has been submitted and Kim Westlund and I are discussing to confirm that the provider we're matched with is reimbursable by Medicare. As a reminder – mental health providers will bill Mayers by the hour (unlike the other specialties which are by the visit) and we will turn around and bill patients' insurance. So we want to be sure that we get the appropriate provider for our billing mix to keep the service sustainable. We have multiple referrals waiting for this service.

Telemed Cart Issues:

- All Telemed cart issues have been resolved with a software update.



NURSING SERVICES BOARD REPORT

October 2022

CNO Board Report

- Unfortunately, we saw a Covid surge at the Burney Annex in September lasting about a month. This effected the whole facility and staff. At the time of this report, they are on Yellow status and will do serial testing once again on Oct. 24 and hope to be back in the Green.
- Fall River is currently in Red Status due to an exposure possibly by Registry staff. We will continue to do serial testing with the next one due Monday, Oct. 24.
- In both facilities we maintained the Covid positive residents in their room isolating with clear plastic over each door.
- The position of DON-SNF has been posted and we are awaiting applicants.
- Dr. Syverson had his last week here at Mayers in OPM. Acknowledged him at MEC with a cake.
- Appreciatively, I have spent some time building relationships with my team and we are working together to identify gaps within each department and the plan moving forward.

SNF Report

- Census – (76) Fall River – 32 Burney – 44, Admissions are on hold currently due to Red, Yellow Status.
- Fall River Red Status, will test weekly until all residents are negative for two consecutive weeks, pending testing/exposures will then go Green. Burney Yellow Status, tests 10/24/22 pending testing/exposures will then go Green.
- Burney has spent the last month in Red status. Staffing has been challenging. Request set to CDPH for assistance during this surge.
- CNA Class postponed until January due to lack of students.
- Hired three Unit Assistants intending on taking the CNA Class in January.
- Activities department is currently fully staffed.
- Activities staff are making plans for the holiday season.
- No deficiencies noted from last CDPH visits.

Outpatient Surgery

- Department continued to be closed.
- Working with Chris and HR in recruitment of provider and CNA.
- Been in talks with 2-different companies for General Surgeon coverage.
- Sharing of OR Team with Modoc Medical Center in discussion.

Acute

- September 2022 Dashboard
 - Acute ADC: 2.27 LOS: 4

- Swing ADC: 5.4 LOS: 14.7
- September Staffing: Required 13 FTE RN/LVN's, 4 FTE CNA's & 2 FTE Ward Clerks
 - Covid Surge and increased census on the unit required (1) extra RN/LVN per shift
 - Registry nurse usage increased apprx. 36% for the month of September due these needs.
 - Increased CNA for initial 2 weeks due to increased acuity level of having multiple covid rooms
 - Apprx. 64% usage increase from 9/6-9/20 (utilized both internal and NPH staff)
 - Currently utilizing 4 FTE travelers (3 contracted, 1 NPH)
- In recognition of the challenges associated with being discharged from an in-patient setting, the Meds to Beds program was created and initiated to provide bedside delivery of newly prescribed medications to patients upon discharge.
- We have recently updated our cardiac monitor units which includes 4 new mounted units in rooms 102, 104, 106, and 108, as well as 5 portable tele-packs. The 5 tele-packs have since been inspected by Biomed and have been initiated into use. Our last step is to include licensing fees to allow for the units purchased through the SHIP Grant to be available on our central monitoring station.
- Brigid Doyle, RN Educator performed a needs assessment with the nursing team. Through the responses, courses have been created and the entire Acute Team will have a mandatory in-service on November 4th for this content review.
- In collaboration with several other organizational team members, we are working on a new Safe Patient Handling Program to comply with BETA and state requirements. The Acute unit is currently performing an equipment inventory for this new project and evaluating needs and opportunity for growth.
- Collaborated with Hillrom to provide staff in-service on newer model of bed rentals and worked to improve our recent experiences with bed rentals.
- Dr. Magno and Dr. Saborido joined our recent staff meeting to discuss changes related to clinical schedule, communication concerns, and expectations. This was a great meeting and cleared

OPM

- The Outpatient Census (*110 approx. a month*) is currently July 75 patients, and 92 procedures, August 113 patients 146 procedures, September 87 patients, 123 procedures. LTC Residents to start being seen as Medicare Part B starting September 6th. Residents will take activities van over on wound clinic days to see physician for wound clinics. OPM staff to follow up if *complicated* wounds at Mayers Rural Clinic for Burney residents as an outpatient to reduce transportation and make easier on residents in Burney. Fall River residents will schedule appointment and be seen in OPM.
- New part time OPM employee is out on maternity leave.
- Working with Marketing on increasing providers in efforts to increase census. Val will start marketing Dr. Magno for OPM when he starts wound clinics.
- Dr Syverson will be retiring this month on October 10/17 last wound clinic day. He is currently orienting Dr Magno to OPM for the next wound clinic.

Emergency Department—Sept 2022

- Through the Emergency Department, we treated 385 patients
- 23 were admitted to Mayers
- 16 were transferred to a higher level of care
- 74 patients were peds (under 18)
- 5 AMA
- 3 LWBS
- 1 LPTT
- 35 patients presented to ER via EMS
- Staffing: The ER Manager is out on MLOA. I am working with staff to maintain the schedule and standard of practice within the ED. We currently have 1 FT Day shift, 1 FT NOC RN and 1 FT NOC SUP positions being filled by travelers.
- RN Supervisor filled temporary role for Clinic Project Manager for Cerner implementation.

Respectfully Submitted by Theresa Overton, CNO

Chief Operating Officer Report

Prepared by: Ryan Harris, COO

Facilities, Engineering, Other Construction Projects

- The demo project team had a productive meeting with HCAI regarding the demo project closeout. Documentation is being provided to HCAI as we obtain it from the various contractors and inspectors involved. Project close out is making progress, but I anticipate it will take a month or two before we have substation completion and final close out.
- The TIO was approved for the Meg Gas Project. John Morris PM is scheduling a construction kickoff call with all parties prior to construction activities beginning.
- Burney Annex Fire Alarm Project was submitted to HCAI for approval. Project documents are still under review by HCAI currently.
- We received two bids for master planning services. The selection committee scored both bids in strict accordance with the request for proposal and Aspen Street Architects was the chosen vendor to be recommended to the board. More will be discussed at the board meeting with an action item on the agenda.
- The first phase of our access control project is completed, and new badges are being delivered to staff.
- Maintenance is constantly working on skinning doors in Station 1. We will be continuing down the Station 3 hall once we have Acute finished.
- Now that phase 1 of the access control project is completed, we will start restriping our parking lot to add more ADA parking in front of the hospital and outpatient medical.
- Work continues at the lodge on fencing in yards, grounds, and the maintenance shop.
- We have made progress on our SHIP grant with the Fall River Campus walking paths being completed. Concrete has been poured for the gazebo pad and sidewalk at the Burney Annex. Motivational signage was also installed at both campuses.
- The dietary HVAC upgrades were completed the week of 10/10.
- A truck was added to the maintenance fleet so a truck can be at employee housing at all times. We are planning to add a plow to the employee housing truck for snow removal in the winter.
- Facilities and Engineering have been working with Nursing on Covid 19 isolation solutions to prevent the spread of Covid 19 during an outbreak in our SNF's.
- John Morris PM has also started to investigate solar and microgrid options for our facility. With the projected increase in energy cost over the next year solar and microgrids are becoming a more viable option for us.
- Facilities and Engineering is currently fully staffed including staff for employee housing.

IT

- I am writing this board report from the Oracle Cerner Conference in Kansas City. The project team attended the conference the week of 10/17 and have an informative time visiting with CAH counterparts that are part of the Cerner community works network, vendors, and Cerner project management teams. The major issue for IT right now in this implementation is a failed wireless network assessment. A redesign of our wireless network will be done, and additional wireless access points will be installed to close our gaps in coverage.

- IT staffing is currently still low. Jeff Miles our IT manager is back at work after an extended absence however we lost our system administrator October 14th. We have hired additional help desk support putting our IT staffing at 60% - an improvement over staffing in September.
- Both the Fall River Campus and Retail pharmacy have been successfully cutover to our TPX network upgrades. We have already had to use our 4G backup solution included in the cutover for retail pharmacy because of a frontier issue. We are now ready to implement our TPX backup solution upgrades at the Burney Annex.
- SOC – we have changed over from RocketCyber to Kaseya. Implementation is well underway and will be completed in October.
- Access Control was completed in September.

Purchasing

- We are still working with Pyxis on a couple of biometric issues, but those should be resolved the week of 10/17 and project closeout happening the week of 10/24.
- We are working with CHC (Community Hospital Corp.), a group purchasing organization (GPO), to get a spend analysis on whether they can provide us with better prices than Premier. We are also considering doing this with other GPO's as well.
- Rachel Morris our purchasing manager is working on establishing automated ordering with more of our vendors to reduce the risk of stock outs.
- Updating the ER stock room with new shelving and will establish new PAR levels on items.
- Working with OPM on items that should be chargeable for patients that currently are not charging.

Food & Nutrition Services

- The jobs posted for the Dietary department are still in progress. This includes a registered dietitian, a manager for one of our campuses, and general department staff.
- Due to staffing issues, we are still working on cross training more staff.
- Staff is incredibly happy to have the HVAC upgrades completed in Dietary.

Environmental Services & Laundry

- Laundry facility is operating well and able to meet the demands. Biggest challenge is reducing waste and finding solutions for removing stains. Sherry is working with laundry staff on a new management program that is free through Medline to track linen waste.
- EVS is still several employees short and will continue to hire until fully staffed.
- Cross training with FNS staff is continuing. We focus on training for both dayshift, night shift and laundry duties.

Rural Health Clinic

- Our CHDP (California Child Health and Disability Prevention) provider survey was completed, and we passed with no issues noted.

- The mobile clinic build is ahead of schedule and work has begun on getting it licensed. We ran into several roadblocks while getting the mobile clinic licensed. The licensing process was more in-depth than we were originally told. We are now collaborating with a consultant to help guide us through the process. We have already completed several of the licensing requirements including sign off from Shasta County. However, our consultant is telling us to expect the entire process including the survey from CDHP to take 6-9 months. This was bad news as we wanted to have it operating this winter. Worst case scenario is that the mobile clinic will be in use at the start of the next fiscal year.

Employee Housing

- Val Lakey and Joey have worked on a promotional video for the lodge as a recruitment tool. Out of the videography service we will get a promotional video, professional still photos of the property, and drone footage.
- The house rules are constantly improving and being modified to fit the needs of our unique property and tenants.
- One of the goals that includes the housekeeping staff is improving the turnover time of rooms and houses when guests leave. The housekeeper and Joey are implementing different bedding that's more efficient for quick turnarounds. The lodge also acquired all the household items from the 5th and Long St staff houses. We are using what we can and have the rest stored in the lodge for needs further down the road.
- Along with the house rules, Joey has drafted a review survey that will be sent out to tenants after they leave. This will help Joey establish a baseline to see what areas need improvement.

CEO Board Report October 2022

Highlights for October:

We (Theresa, Dr. Watson and I) met with Shasta Regional's ER doctors and their CEO Casey on Thursday. We had a very good conversation about what we can do better to get patients transferred more quickly. During the course of the conversation, we had talked about cardiology and that we had no services currently here in Fall River. It was then proposed that Dr. Khan do a one-day clinic a month up here in Fall River. He agreed that he and his team had the capacity to do this so now we are working on setting up an outpatient clinic for cardiology. In tandem with this clinic, we will also be able to offer Stress Testing which will also be another big win for us. I'll keep you posted on where this goes but we are excited about the opportunity to start offering this clinic in our community.

We finished our interview process for the CNO position and Theresa Overton was selected. We had several candidates that we narrowed down to three and then we did the initial interview with those three. From there we met with the executive team including the nurse managers and proceeded with the selection. She's going to do a great job!

We reached out to Wipfli about the licensing for the new mobile clinic because we were running into a few snags, and we were looking for some clarification. One thing that we found out, is that the process will take a little bit longer than we anticipated. Unfortunately, the clinic will have to be here and set up before the licensing component can even start. Once it's here and set up, they will come out and do the survey for the new "addition" and things will move from there. They told us that after we have it on site that we're probably looking at six to nine months before we'll be able to use it. So, if we cross our fingers and things go well, we should be able to use it by the start of the next fiscal year. I apologize that this information wasn't available to you before, it was not shared with us either.

We did receive the bids for the master planning RFP and subsequently the scoring committee met this week also to score out the bids. There was a clear "winner" from a pricing comparison as well as critical access hospital experience and seismic experience. We will be presenting this recommendation to finance committee and then hopefully to the full board this month.

We met this week as well about the further issues that we're having with the ambulance service through Berney Fire. Unfortunately, they have not got back with us yet on their list of runs that they've done so that we can provide them with the data that supports combining our ambulance services. The issues are also becoming more and more prevalent with them from a customer service as well as from a strait up service standpoint. We have been made aware that several complaints have been made to the state, and we are working on a meeting with the regional oversight group to see what can be done.

Libby, Teresa, and I met with the group that Ryan Travis and I met in Kansas City that provides surgery team staffing. We did find out that they don't provide the entire team like they originally told us. They don't provide the nurse or the scrub tech. It's still something we can work with but just not as advantageous as we thought it was going to be. They are requesting some information from us so that can provide us with a quote for their services. We hope to have that back by the board meeting just so we can provide you with an update on the pricing.

We had the opportunity to speak with another group about providing a surgeon for us. This group is working with Modoc right now and wanted to have a conversation with us as well since we're looking at trying to put together a collaborative surgical team. The pricing is pretty much what you would expect, \$350 an hour for the first 8 hours and then anything over 8 hours in a day is at \$450 an hour. The CRNA will probably be about half that so just for those two alone you can see we're going to be pushing over \$500 an hour. This of course doesn't include travel which would consist of flights and a rental car. The good news is we don't have to worry about lodging since they can stay at the lodge.

This month, we had our first leadership academy session for our entire executive leadership team. This is from the grant that CHA was given. This first round we spent time talking about our energy audit and are self-compassion and ways to increase those so that we can be more effective leaders. It was a pretty good session and I think our team got a lot out of it. I'm looking forward to seeing how the next sessions go. We'll be doing this once a month on a Monday for 90 minutes to 2 hours for the next 6 months I believe.

Doreen from SHARC (Shasta Health Assessment and Redesign Collaborative) came out for an in person visit. We are a member of SHARC and she finally had an opportunity to come up and provide me with some more information about what the organization does and how we can better utilize them. She provided me with some good resources and will be a help to us as we move forward with our master planning.

A couple of maintenance issues to make you aware of is that we had the transformer go out that provides power to the admin offices. The power outage only affected the admin office and nothing else. That was the good news. The bad, we had to wait for them to get another transformer up here which meant we were without power in the administration building a day and a half.

The other maintenance issue we had was the main water line at the lodge had a sizable break. The down time was fairly small compared to the power issue. The team had the water main was taken care of within a few hours. We were doing our recording for the marketing video and other pieces down at the lodge on Wednesday as well. We were fortunate to finish all of that up prior to the water line breaking. Val said that it went very well so we're excited to see what the final product will be.

Val, Teresa, Libby and I went down and attended the Regional K-14 Healthcare Advisory in Redding. It was hosted by Shasta College and they were looking for feedback on what they could do better and what our needs were as far as placement for their graduates. They also spoke to us about other programs that they have for high schoolers to be able to take advantage of dual enrollment credits to move into healthcare related fields. It was a very good session and we were able to make some good contacts with the college and some of the other "local" high schools. We expressed our desire to be more involved with this process so that we could have opportunities to continue to grow our own locally but also attract others from our surrounding areas to come work for us. Val explained our current grow your own process and they were very excited about that and wanted more information on how we're doing it and what they can do to help. There will definitely be more to come on this topic and hopefully we'll see some more positive results as we work more closely with Shasta College and some of the other surrounding high schools.

We received our timeline from Cerner. The timeline gives us our deliverables as we work up to go live. One of the surprises that we received was that they have our go live date as July 24th instead of July 1st. This was not what anybody expected and so we had a conversation with the Cerner team and expressed

to them are disappointment with this change. They told us that July 1st was never set and that it was the month of July that they were shooting for. We're going to continue to work with them over the next few days and see if we can't get that time frame adjusted. As of right now there is not change to the 24th date.

Our implementation team went out to Cerner and received some training and some sneak peaks about some upcoming changes, as well as tour their data center and get a better feel for their services. We learned about some programs that Cerner offers that will allow us to be able to be part of clinical trials, even in our rural setting. This will be a great opportunity for us and for those who we provide services to. They even provided an example of a CAH in Nebraska that is part of the program and how it helped a patient there. We also got a better feel for the Oracle merger and how that will affect things going forward. Everything actually looked very promising, and the team was pretty excited about our implementation as we move forward.

Finally, we had our residents in Berney become affected with COVID. The team did a great job putting a plan together and it lasted for about 3 weeks (although it felt longer). They are now in yellow hoping to go green by the time we have our board meeting. In Fall River, the residence there have started testing positive for COVID at the time of this report. Those who were positive all had a visit to the podiatrist in common. The team put together a plan and we're hoping that we can have similar success as we did in Berney so that we can let it run its course in a minimal amount of time.

Thank you,
Chris Bjornberg