



**Mayers Memorial Hospital**

**Chief Executive Officer**  
Louis Ward, MHA

**Board of Directors**

Michael D. Kerns, President  
Beatriz Vasquez, PhD, Vice President  
Abe Hathaway, Secretary  
Allen Albaugh, Treasurer  
Laura Beyer, Director

BOARD of DIRECTORS  
MEETING AGENDA  
June 28, 2017 1:00 pm  
Board Room (Burney)

*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.*

1	<b>CALL MEETING TO ORDER – Mike Kerns, President</b>	
2	<p><b>CALL FOR REQUEST FROM THE AUDIENCE: PUBLIC COMMENTS OR TO SPEAK TO AGENDA ITEMS:</b> 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 (M-W), 43563 Highway 299 East, Fall River Mills, or in the Board Room). 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. <b>Comments should be limited to matters within the jurisdiction of the Board.</b> Pursuant to the Brown Act (Govt. Code section 54950 et seq.) <b>action or Board discussion cannot be taken</b> 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.</p>	
3	<p><b>APPROVAL OF MINUTES:</b> 3.1 Regular Meeting – May 24, 2017 (Attachment A)</p>	<b>ACTION ITEM</b>
4	<p><b>Department/Operations Reports/Recognitions:</b></p> <p>4.1 <b>Resolution 2017-07–May Employee of the Month (Attachment B) .....</b></p> <p><i>*Please Note:</i> Chief reports will now be at the end of the agenda in order to expand on discussion or answer questions regarding items that were addressed on the full agenda.</p> <p>4.2 Scheduled <b>Director Report</b> – Jack Hathaway, Director of Quality (Attachment C )</p> <p>4.5 <b>Director of Operations Report</b> – Ryan Harris (Attachment D )</p>	<p><b>ACTION ITEM</b> Presentation</p> <p>Report Report</p>
5	<p><b>BOARD COMMITTEES:</b></p> <p><b>5.1 Finance Committee –Chair Allen Albaugh</b></p> <p>5.1.1 Committee Meeting Report</p> <p>5.1.2 May 2017 Financial review, AP, AR and acceptance of financials .....</p> <p><b>(Dispersed Separately)</b></p> <p>5.1.3 USDA Resolutions (Attachment E)</p> <p><u>For the general obligation refunding bonds: RESOLUTION 2017-08 OF THE BOARD OF DIRECTORS OF THE MAYERS MEMORIAL HOSPITAL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF THE DISTRICT'S 2017 GENERAL OBLIGATION REFUNDING BOND</u></p>	<p>Information</p> <p><b>ACTION ITEM</b></p> <p><b>ACTION ITEMS</b></p>

	<p>For the new money general obligation bonds: <b>RESOLUTION 2017-09</b> OF THE BOARD OF DIRECTORS OF THE MAYERS MEMORIAL HOSPITAL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF THE DISTRICT'S GENERAL OBLIGATION BONDS, ELECTION OF 2010, SERIES B (2017)</p> <p>For the new money and refunding COPs: <b>RESOLUTIONS 2017-10(a) (b)</b> APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE OFFERING AND SALE OF CERTIFICATES OF PARTICIPATION RELATING THERETO TO FINANCE CAPITAL PROJECTS AND REFINANCE PRIOR OBLIGATIONS AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO</p> <p>5.1.4 <b>Siemens RFP Approval (Attachment F)</b></p> <p>5.1.5 <b>RESOLUTION 2017-11</b> Adoption of MMHD FY18 Operating Budget (Attachment G)</p> <p>5.1.6 <b>Physician Recruitment Resolution 2017-12 (Dispersed Separately)</b></p> <p><b>5.2 Strategic Planning Committee –Chair Mike Kerns</b></p> <p>5.2.1 Committee Meeting Report .....</p> <p>5.2.2 Health Need Assessment Report.....</p> <p><b>5.3 Quality Committee –Chair Beatriz Vasquez</b></p> <p>5.3.1 Committee Meeting Report.....</p>	<p><b>ACTION ITEM</b></p> <p><b>ACTION ITEM</b></p> <p><b>ACTION ITEM</b></p> <p>Information</p> <p>Information</p> <p>Information</p>
6	<p><b>NEW BUSINESS</b></p> <p><b>6.1 Policies for Approval (Sent as PDF)</b></p> <ul style="list-style-type: none"> <li>• Board Compensation &amp; Reimbursement</li> <li>• Cardiology Privileges</li> <li>• Dermatology Telemedicine Privileges</li> <li>• Discount and Charity Care Application MMH457</li> <li>• False Claims Checklist</li> <li>• Whistleblower Appendix A MMH255A</li> <li>• Pain Management Telemedicine Privileges</li> <li>• Physician Assistant Core Privileges</li> <li>• Psychiatry Telemedicine Privileges</li> <li>• Radiology Core Privileges, Vascular and Interventional</li> <li>• Service Recovery Form (Complaint Non-Employee) MMH55</li> </ul>	<p><b>ACTION ITEM</b></p>
7	<p><b>7.1 Administration Reports:</b> <i>* Note: Chief reports will now be at the end of the meeting in order to expand on discussion or answer questions regarding items that were addressed on the full agenda. Written report are provided in board packet – additional comments as need verbally</i></p> <p>▶ <b>Chief's Reports (CEO, CNO, CCO, CFO, IHF CEO) (Attachment H)</b></p>	<p>Information</p>
8	<p><b>8.1 INFORMATION/REPORTS/BOARD EDUCATION/ANNOUNCEMENTS</b></p> <ul style="list-style-type: none"> <li>• <b>Board Comments, Upcoming Events, etc.</b></li> </ul>	

	<ul style="list-style-type: none"> <li><b>Legislative Update – Val Lakey</b></li> </ul>	
9	<b>ANNOUNCEMENT OF CLOSED SESSION:</b>  <b>9.1 Government Code Section 54962:</b> Quality Assurance: Quality Improvement Issues, Medical Staff Report (Dr. Tom Watson, Chief of Staff)  <b>AHP APPOINTMENT</b> Sara Marchessault, NP  <b>9.2 Personnel Government Code 54957 – CEO Review/Evaluation</b>	        <b>ACTION ITEM</b>  Discussion
10	<b>RECONVENE OPEN SESSION</b> <b>REPORT CLOSED SESSION ACTION</b>	Discussion
11	<b>ADJOURNMENT:</b> Next Regular Meeting July 26, 2017 Fall River Mills	

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, 43553 Highway 299 East, Fall River Mills CA 95028. This document and other Board of Directors documents are available online at [www.mayersmemorial.com](http://www.mayersmemorial.com).

Posted/Distributed 06/21/17



Attachment A  
DRAFT

Mayers Memorial Hospital District  
Board of Directors – Regular Board Meeting

Date: May 24, 2017  
Time: 5:00 P.M.  
Location: Mayers Memorial Hospital  
Fall River Mills, California

*(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:** President Kerns called the regular meeting to order at 5:00 p.m. on the above date with the following present:

Mike Kerns, President  
Beatriz Vasquez, Vice President  
Abe Hathaway, Secretary  
Allen Albaugh, Treasurer  
Laura Beyer

**Board Members Absent:**

**Staff Present:** Louis Ward, CEO; Travis Lakey, CFO; Marlene McArthur; Ryan Harris, Director of Operations Valerie Lakey, DOPR/Clerk of the Board, Sherry Wilson, CNO, Keith Earnest, CCO Pam Sweet, Med Staff Secretary, Dr. Watson

- 2. CALL FOR REQUEST FROM AUDIENCE TO SPEAK TO ISSUES OR AGENDA ITEMS:**  
**2.1 Public Comment – none**

- 3. APPROVAL OF MINUTES –** A motion/second and carried, the Board of Directors accepted the minutes of the April 26, 2017 Regular Board Meeting. **(Beyer, Hathaway) – Approved All (Vasquez Abstain)**

**4. Department/Operations Reports/Recognitions:**

**4.1 Resolution 2017-6–April Employee of the Month:** Edward Wright was recognized as April 2017 TEAM MAYERS MVP. Presented by Abe Hathaway (Albaugh, Beyer) **Approved All**

**4.2 Med Staff Report – Pam Sweet** Reported on the MVHC providers that are credentialing: Sharon Hanson, Heather Corr, Jesse Arnold, Dr Smith-Chase. We also have Sara Marchessault from the Canby Clinic. We currently have 38 credentialed physicians including 4 mid-levels. We will continue to discuss Physician issues at Strategic Planning

**4.3 Telemedicine Report –** Ward gave an overview of the telemedicine project. There has been a lot of progress in the last month. California Telehealth Resource Center and CTN and DHCS all came together for a five year grant. The funded program selected 2 sites per year to receive resources, training, consulting. MMHD was chosen this year. Ward showed the cart to the board. The room is complete. There is another cart in Burney. We are looking at July to see patients. There is opportunity for tele-phyc in Burney. There are many options for specialty – dermatology, cardiac, etc. There will be a tele-med coordinator. This service had been funded primarily by grant resources. USDA grant – matching grant for the equipment. \$100,000 from Partnership. There was also some discussion of the billing process for the service.

**\*Please Note:** Chief reports will now be at the end of the agenda in order to expand on discussion or answer questions regarding items that were addressed on the full agenda.

**4.4 Scheduled Director Report – Marlene McArthur, IHF Executive Director – (Written report provided in packet)** Golf Tournament – Save the Date, August 19, 2017. The Foundation is still in the quiet phase of the campaign until about August. We have raised about \$2.1 million. Trying to raise 80% of the \$3 million before going to the community. We have had 2 pieces of land donated that are listed for sale. \$37,000 in grant funding was just awarded to MMHD departments. The Foundation has just approved 7 scholarships. McArthur also mentioned items including See's Candy in the gift shop.(Father's Day ideas)

**4.5 Director of Operations report – Ryan Harris (Written report provided in packet)** Acute Survey, Fire Life Survey were discussed. Mock survey was very helpful. Some corrections were made based on Mock Survey. Fire Life Safety mostly had issues with old portion of the building. Parking lot in Burney has been looked at by Hat Creek. We will have estimates soon. Harris reported on the SNF refresh – there is a design. We hope to do door skins before the next survey. Greenbough also looked over the pharmacy project. We may have to replace an AC unit. We should have an estimate soon. We will have more on the Burney Clinic building next month. Samples were presented for the new building. There was a meeting on the headwalls today. Drafts will be prepared based on the meeting. Albaugh asked if the design of the building is on budget – Harris said yes. RFP has been sent out for the imaging equipment. This will be presented at the June 28<sup>th</sup> meeting. Survey went well for dietary. Susan and Jennifer (dietary) will be starting the CDM program. Survey went well for Environmental Services. IT – spending time to be sure we are safe from the Ransomware attacks.

## **5. BOARD COMMITTEES:**

### **5.1 Finance Committee –Chair Allen Albaugh**

**5.1.1 Committee Meeting** – Reviewed the notes sent out by Travis Lakey. Albaugh noted that the expenditures are exceeding the revenue. Services revenue by departments is declining. This is mostly due to lack of referrals. We will be keeping an eye on things closely. The committee heard a report from Physical Therapy, which is progressing well. PT is a good source of revenue and very well thought of in the public. Would like to see the service in Burney. Looking at OT in the department.

**5.1.2 April Financials – (Albaugh, Hathaway) – Approved All**

### **5.2 Strategic Planning Committee – Chair Mike Kerns**

**5.2.1 Committee meeting** – Relationship with MVHC and referrals. Dave Jones, MVHC CEO attended, Jim Billo, MVHC Board member and Dr. Watson attended. There was discussion on surgery referrals. Surgery has adapted a couple of referral forms. Discussed surgeries including orthopedic. Looking at putting together an executive team with MVHC.

**5.2.2 Clinic Collaboration/Physician Recruitment** – There has been continued discussion with MVHC regarding these challenges.

### **5.3 Quality Committee – Chair Vasquez**

**5.3.1 Committee Meeting Report** – Several department reports. Cardiac has new equipment. Currently working on Stress Treadmill service going. Outpatient Services reported that they have had good patient survey results. They are working on capturing patient charges. Med Staff also gave a report. We have met the numbers on the PRIME program. There was also a good presentation from Keith Earnest, pharmacy regarding a labeling issue.



## 6. NEW BUSINESS

### 6.1 Policies for Approval – *All approved (Vasquez, Hathaway)*

- Counting -- Sponges Sharps and Instruments
- Items Issued from Inventory
- Annual Program Evaluation
- Administrator On Call

## 7. ADMINISTRATION REPORTS:

***In addition to the written operations report included in the board packet, the following verbal reports and discussions are summarized below:***

- **Louis Ward, CEO – *In addition to the written report*** - Outpatient market study is complete. It is in the review process. Community Health Needs Assessment from the Hwy 299 Collaborative was completed 265 surveys were completed. Shasta County is not doing well – we are 57 of 58 counties. Number one response was that specialties are too far away. There is a need for services in the area of cancer. Medicare patients ranked the hospital high – med-cal ranked it lower. There will be a full report at Strategic Planning.

Washington DC trip was very interesting trip. There was a lot of discussion regarding the impact of the new federal budget. We are keeping an eye on the situation.

We are up \$2.2 million for the year.

- **Travis Lakey, CFO –** Lakey noted that he provided a Chart of payments by plan code. On the balance sheet – the receivables are for grant money. We are at about \$800,000 of the \$1 mil we need to spend on building (Reimbursable) Currently, we are working on the budget process right now.
- **Keith Earnest, CCO – *In addition to the written report*** Earnest highlighted that Taylor Sloat will be doing some work experience in our PT Dept. Susan Reed was here and did a pharmacy mock survey. Grants have been awarded from the foundation throughout the

departments in the hospital. Point Click Care - will go live with medication administration on July 1.

- **Sherry Wilson, CNO – *In addition to the written report:*** Welcome back to Sherry. Overton gave the report on the Acute survey. Reviewed Crash Cart. We will have a pediatric crash cart at station 1. We are still waiting on 2567 in order to do the plan of corrections. We are working on Insulin drip protocol. Additionally, we are working on humidity in surgery. The surveyors were very helpful. Overton reported that we are still working on staffing in ER.

**8. INFORMATION/BOARD EDUCATION/ANNOUNCEMENTS  
BOARD COMMENTS, UPCOMING EVENTS, ETC. –  
FUTURE AGENDA ITEMS:**

- 

**9. Announcement of CLOSED SESSION – 6:42 pm – Approved All**

**9.1 Government Code Section 54957:**

Quality Assurance: Quality Improvement Issues, Medical Staff Report (Dr. Tom Watson, Chief of Staff)

(Health & Safety Code §32155)

**MEDICAL STAFF REAPPOINTMENT (Albaugh, Vasquez) Approved**

All

Scott Bleazard, MD - Radiology

Scott Ramus, MD - Radiology

Sean Pitman, MD - Pathology

**AHP APPOINTMENT**

Sharon Hanson, FNP

**9.2 Real Property Government Code Section 54956.8**

None

**9.3 Personnel Government Code 54957**

None

**10. Reconvene Open Session - (Albaugh/Hathaway) All Privileges Approved**

**12. ADJOURNMENT:** There being no further business, at the hour of 7:15 p.m., President Kerns declared the meeting adjourned. Next meeting June 28, 2017 – 1:00 pm– Burney





# Mayers Memorial Hospital District

*Always Caring. Always Here.*

## RESOLUTION NO. 2017-7

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

**Sondra Camacho**

**As May 2017 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, Sondra Camacho is hereby named Mayers Memorial Hospital District Employee of the Month for May 2017; and

**DULY PASSED AND ADOPTED** this 28th day of June 2017 by the Board of Trustees of Mayers Memorial Hospital District by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Mike Kerns, CHAIRMAN  
Board of Trustees, Mayers Memorial Hospital District

ATTEST:

\_\_\_\_\_  
Valerie L. Lakey  
Clerk of the Board of Directors

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Employee of the Month Recognition – January 2016  
PO-005a

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**Skilled Nursing Quality Report**

**Apr-17**

Slip/Fall Totals

Event	QTR 1	QTR 2	QTR 3	QTR 4
Assisted to Floor	15	5	6	2
Fall Alleged	7	6		1
Fall Witnessed	19	7	8	4
Found on Floor	80	23	31	22
<b>Total</b>	<b>41</b>	<b>45</b>	<b>29</b>	<b>6</b>

Medication Error Rate

Event	QTR 1	QTR 2	QTR 3	QTR 4
Wrong Patient	0			
Omitted	11	2	3	5
Fill Error	0			
Drug Reaction	0			
Not Available	0			
Incorrect Count	0			
Incorrect Dose	9	6		3
Wrong Time	10	6	2	2
Wrong Medication	3	2		1
Patch no found	17	6	4	6
Transcription	0			
<b>Total</b>	<b>22</b>	<b>9</b>	<b>17</b>	<b>2</b>

Related to:	QTR 1	QTR 2	QTR 3	QTR 4
Ambulating	53	24	19	8
Bathroom	15	1	8	4
Bed	11	2	3	5
Chair	24	8	9	6
Unknown	18	6	6	6
<b>Total</b>	<b>41</b>	<b>45</b>	<b>29</b>	<b>6</b>

**Complaints**

Event	QTR 1	QTR 2	QTR 3	QTR 4
Patient	0			
Family/Visitor	0			
Physicians	0			
Employee	1		1	
Other	0			
<b>Total</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>

Related to:	QTR 1	QTR 2	QTR 3	QTR 4
Confidentiality	0			
Billing Services	0			
Food Service	1		1	
Housekeeping	0			
Nursing	0			
Medical Staff	0			
Money	0			
	0	0	1	0

**Skin Integrity**

Event	QTR 1	QTR 2	QTR 3	QTR 4
Tear	49	22	15	9
Bruise	33	12	9	9
Abrasion	11	5	3	3
Burn	0			
Pressure Ulcer Stage1	0			
Pressure Ulcer Stage2	1	1		
Pressure Ulcer Stage3	0			
Pressure Ulcer Stage4	0			
Blister	0			
Red Area	4	1	2	2
Other	4	2	2	
<b>Total</b>	<b>43</b>	<b>31</b>	<b>21</b>	<b>7</b>

**Infection Control**

Month	Rate
July	0.16
August	0.35
Sept	0.21
Oct	0.37
Nov	0.17
Dec	0.39
Jan	0.46
Feb	0.46
March	0.47
April	0.24
May	
June	

Safety/Security

Event	QTR 1	QTR 2	QTR 3	QTR 4
Loss of Property	0			
Fire	0			
Breach in Security	0			
Illegal use of drug/alc	0			
Behavioral Issue	0			
Ama	0			
Other	0			
Total	0	0	0	0

ISSUE

Procedure/Test

Event	QTR 1	QTR 2	QTR 3	QTR 4
Error Reporting Results	0			
Order Omitted	0			1
Influenza w/o consent	0			
Lab Draw wrong date	0			
	0			
	0			
Other	0			
Total	0	0	0	1

missed lab

MISC

Event	QTR 1	QTR 2	QTR 3	QTR 4
Fall	1			
Verbal Abuse				
Physical Abuse				
Resident to Resident	1			

Incident #	Date
?	8/16/2016
?	8/27/2016



# of falls	
Jul-16	12
Aug-16	16
Sep-16	13
Oct-16	13
Nov-16	15
Dec-16	17
Jan-17	14
Feb-17	11
Mar-17	4
Apr-17	6
May-17	
Jun-17	

Q1

Q2

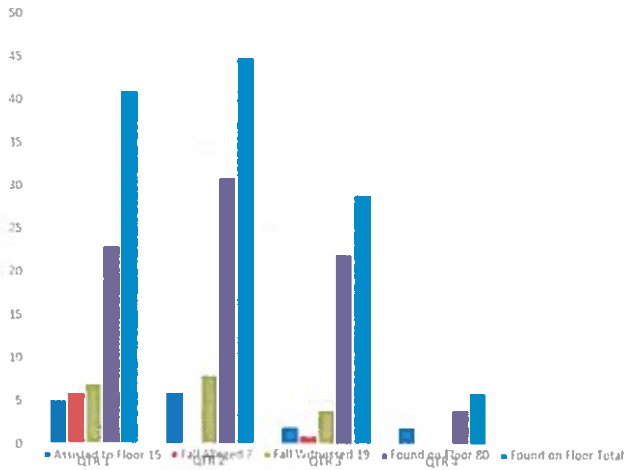
Q3

Q4

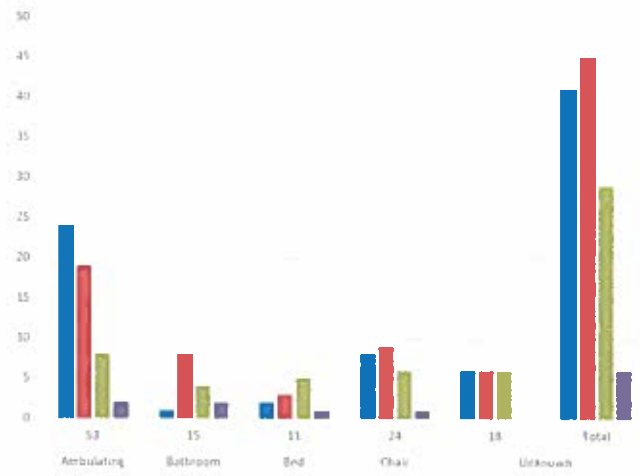
Fall per Unit	FR			B			BU		
	FR	B	BU	FR	B	BU	FR	B	BU
	4	2	2	4	2	2	4	2	2
	3	5	8	3	5	8	3	5	8
	6	2	5	6	2	5	6	2	5
	3	5	5	3	5	5	3	5	5
	6	4	5	6	4	5	6	4	5
	7	6	5	7	6	5	7	6	5
	7	6	1	7	6	1	7	6	1
	6	3	2	6	3	2	6	3	2
	2	2	0	2	2	0	2	2	0
	2	0	4	2	0	4	2	0	4



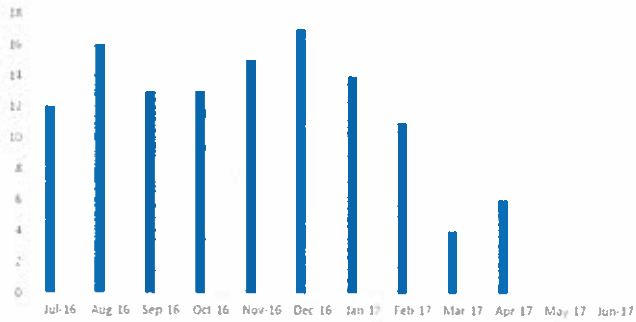
### FALLS:



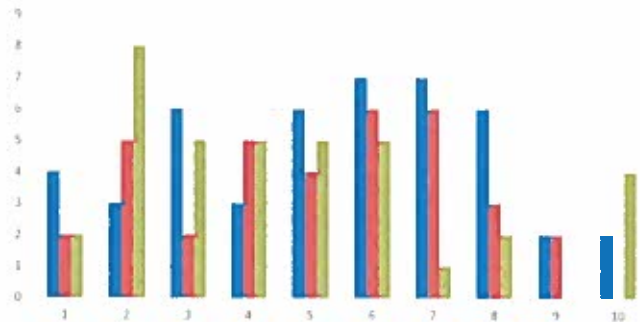
### RELATED TO:



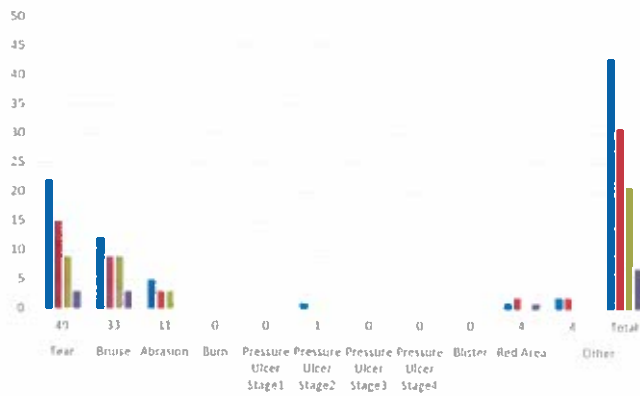
Number of Falls by Month



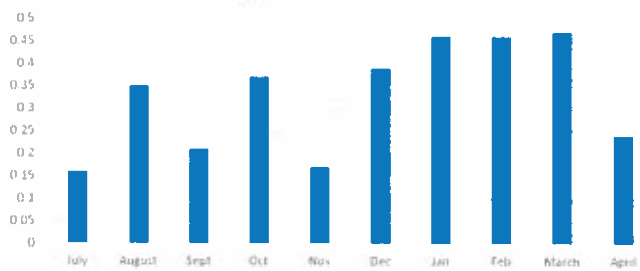
Falls / Unit



Skin Integrity

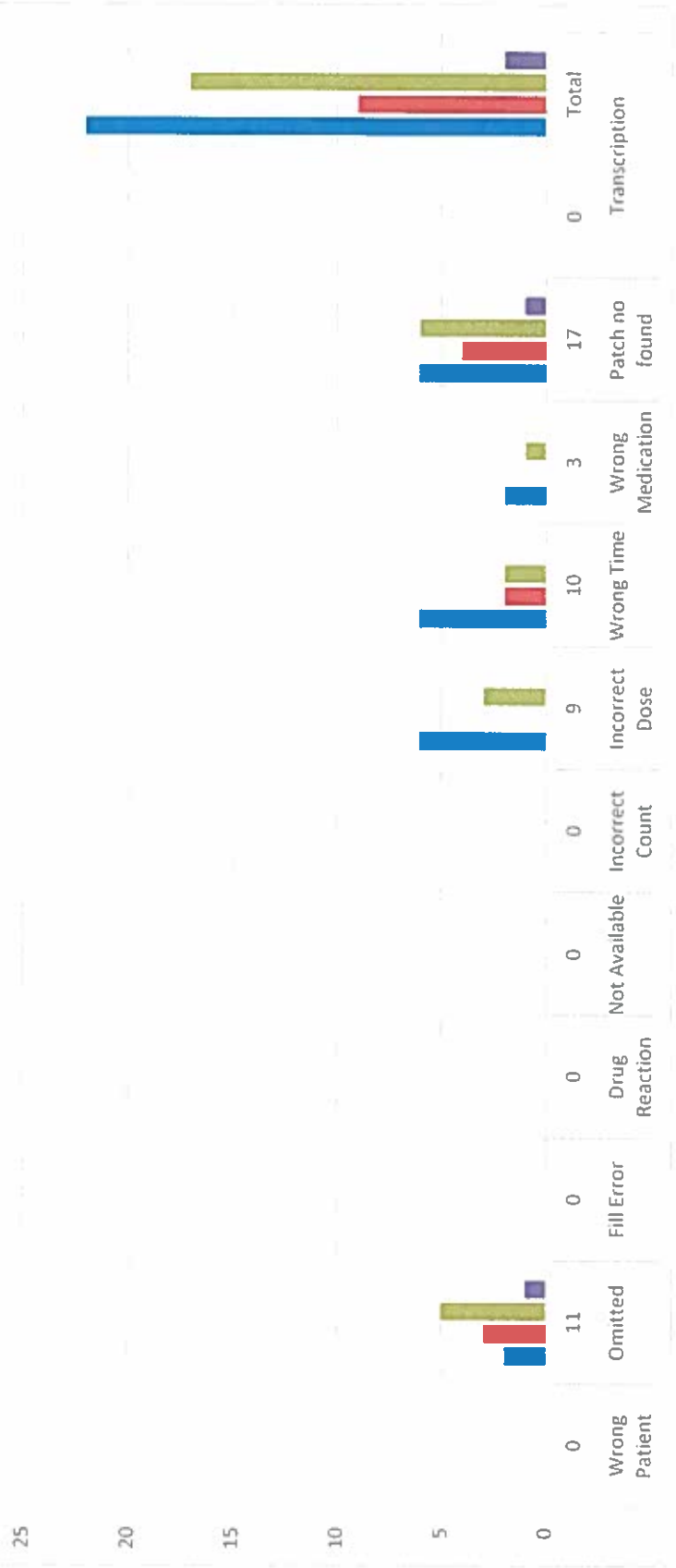


Infection Control Rate





# Med Error Rate











**Totals**

																						1
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**Misc.**

**Other**

**Totals**

	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov
	1	1		1							
	1	1		1							

16-Dec Totals

1	3
	0
	5
	12
1	20

16-Dec Totals

	1
	2
	3

16-Dec Totals

	1

\* Patient cut on sharp edge while using weight machine

	1
	2

16-Dec Totals

	2
	2
1	1
	2
1	7

\* Expired Med hung on Patient & Gave a med that should have been held

16-Dec Totals

	1
	1

16-Dec Totals

	1
	4
	2
	7

\* Events with patient family & restraint policy not followed

16-Dec Totals

	1
	1
	2

16-Dec Totals

	1

	1
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16-Dec Totals

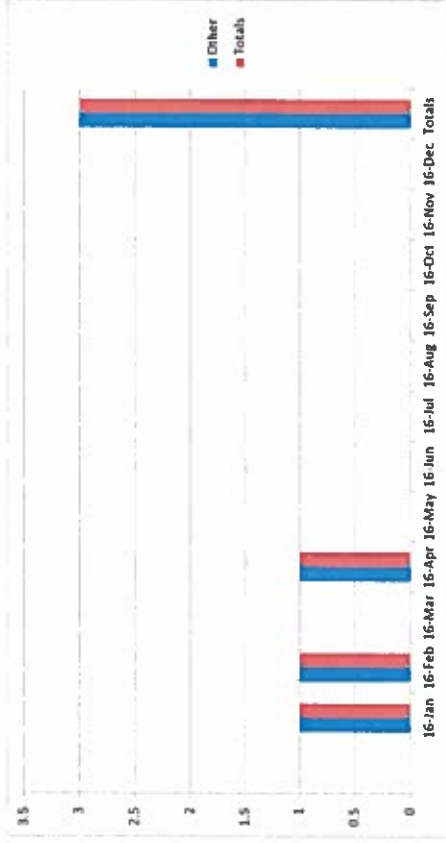
	3
	3



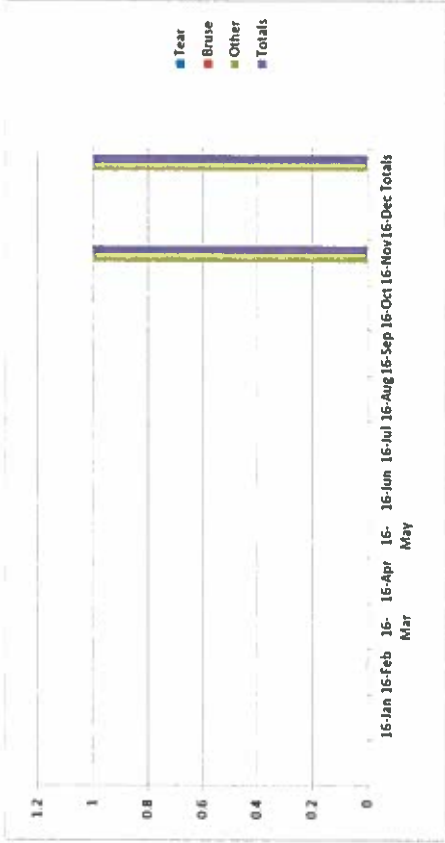




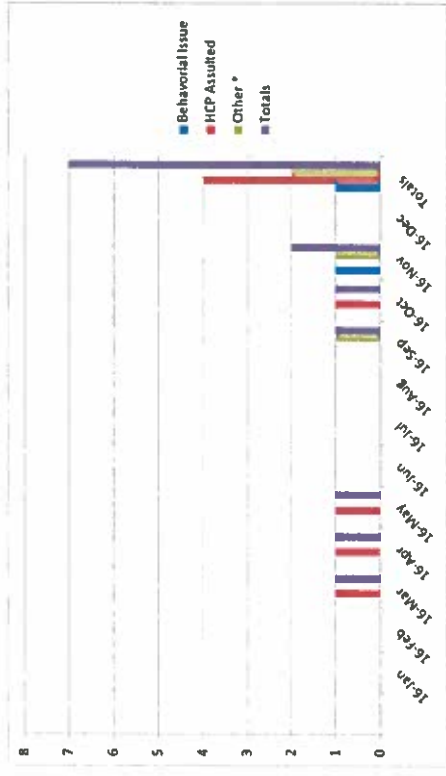
Misc.



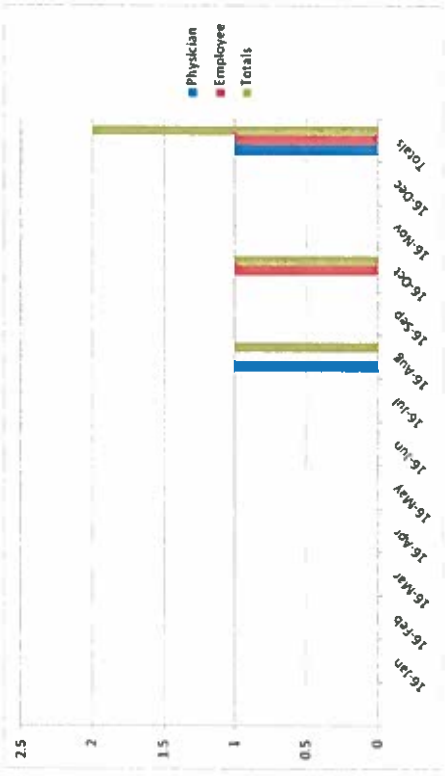
Skin Integrity



Safety/Security



Complaints







MD Order Issue																				
Delay																				
Totals	5		2																	

Equipment/Supplies	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov
Not Available											
User Error											
Malfunction				1							
Missing											
Other *					1						
Totals				1	1						

Medications	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov
Wrong Med				1	1						
Wrong Pt											
Wrong Time					1						
Wrong Dose		2	2		2						
Wrong Route											
Incorrect Narc #					1						
Fill Error				1							
Omitted					1						
Other *		1									
Totals		3	2	2	6						

Blood	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov
Delay											
Omitted											
Other											
Totals											

Safety/Security	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov
Behavioral Issue											
PT Abuse					1	5					
HCP Assaulted			4		1						





Other	1																		
Totals	1																		

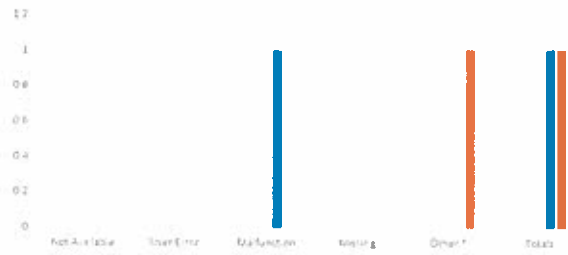
ED	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov
DOA w/ 24h Disch											
Comp w/ Treat											
Return to ER											
Incorrect Diag Read											
AMA				1							
Inj during Proced											
Other											
Totals				1							

### Graphics for Quality Report

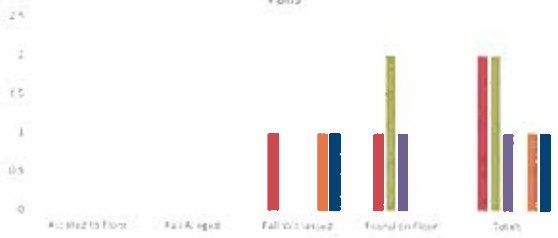
Key  
 January  
 February  
 March  
 April  
 May  
 June



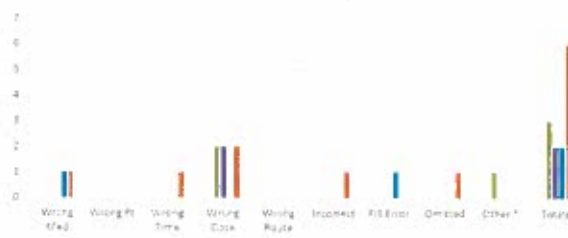
### Equipment/Supply Issues



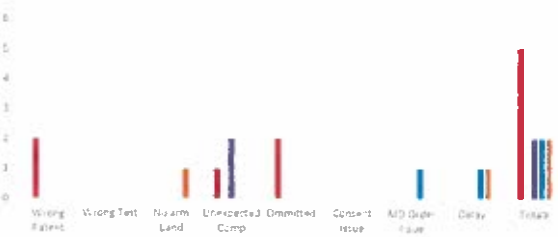
### Falls



### Medication Errors



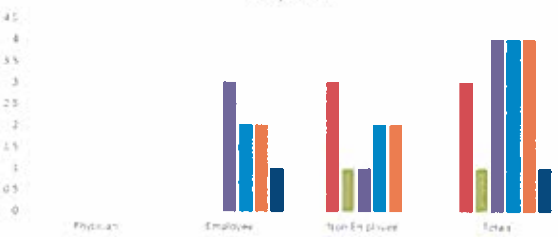
### Procedure & Tests



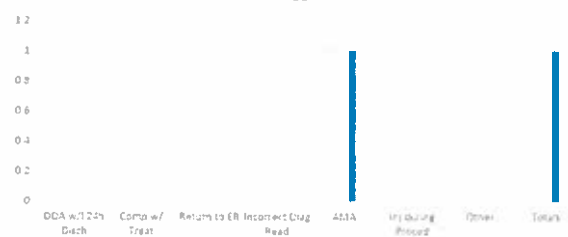
### Safety and Security



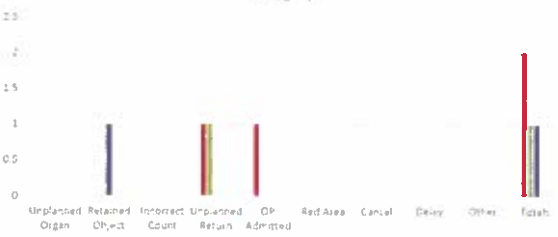
### Complaints



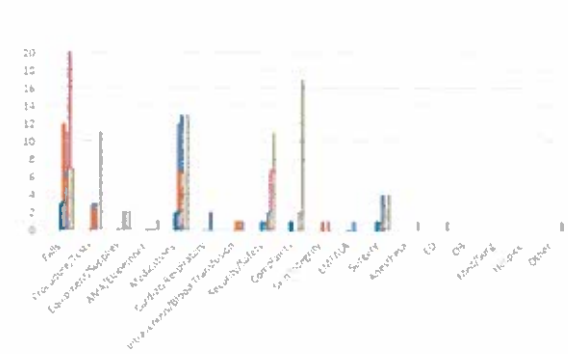
### ED



### Surgery



### Overall Trends



### Anesthesia





## **Mayers Memorial Hospital District Operations Board Report**

Submitted by Ryan Harris, Director of Operations

June 2017

### **General**

1. June has been another busy month for the operations staff. We are currently working on completing the acute and Fire Life & Safety plan of corrections by the deadline of June 23<sup>rd</sup>. The building project is still on schedule with several meetings happening over the next couple of weeks to continue the progress. Plant Operations and Maintenance is busy with numerous facility projects in addition to grounds work and keeping our facility cool for residents, patients, and employees during the hot weather. Information Technology is focused on our Paragon 14 upgrade as well as several other projects. Our Dietary staff is working on inventory and completion of their plan of corrections. Environmental Services staff is working on their plan of corrections and implementing a job board. I have also initiated a monthly Director of Operations walk around of both facilities. The purpose of this walk around is to ensure quality control as well as use Fire Life & Safety codes to ensure compliance.

### **Hospital Expansion Project**

1. As of June 20<sup>th</sup> 2017 the Hospital Expansion Project is on schedule for our initial submission of 100% of the construction documents to OSHPD on July 17<sup>th</sup> 2017 and a construction start date of April 12<sup>th</sup> 2018. Louis, Travis, and I will be meeting with OSHPD on June 22<sup>nd</sup> 2017 to review our seismic compliance plan with them as well as go over our schedule to ensure that we meet our June 2019 deadline.
2. Another milestone for the building project was met this month with the selection of the Imaging Equipment vendor for the project. I sent an imaging equipment request for proposal (RFP) to 5 vendors and we received 4 responses. The Medical Imaging Equipment Committee evaluated all proposals in strict accordance with the evaluation criteria set forth in the RFP. It was a unanimous decision and we all felt that Siemens provided the best equipment and the best value. This award will include the R&F Room, Mobile X-Ray, Mobile C-Arm, and Computerized Tomography (CT).
3. Louis, Tyler Davis of Porter Consulting and I will be meeting with the McArthur Fire department and Fall River Valley Community Services district to discuss our current 1000 GPM and the OSHPD requirement of 1500 GPM once the building is completed. We will be discussing the fire department approval of the lower requirement before we open the new building and how we will get the 1500 GPM once the building is opened.

## **Plant Operations, Maintenance, Other Construction Projects**

1. I have received two bids from Hat Creek Construction to replace the parking lot at the Burney Annex. With their proximity to the project I felt that they would be able to give us a competitive bid and a starting point in the process. I would like the board's recommendation before moving forward with a formal RFP process knowing now the associated cost. Attachment A is the proposal for pulverizing and replacement. Attachment B is for removal and replacement.
2. Windows and door skins have been ordered for the Skilled Nursing Refresh project at our Fall River Campus. Materials lead-time and install is 6-8 weeks. Louis, Travis, and I will be meeting with Greenbough Design to review the final design and next steps on June 22<sup>nd</sup> 2017.
3. We will also be meeting with Greenbough Design to review engineered design proposals for the pharmacy project. I've attached the proposed timeline for this project to date (Attachment C).
4. I have also contracted Greenbough Design to do a scoping study for the Burney Physical Therapy gym concept previously discussed. During this study they will look for elements of the project that will take code compliant space in the Burney Annex and make it not compliant.
5. The new fire doors at the Fall River Campus and storefront door for the East entrance going into the Skilled Facility have a 3-4 week lead-time. I am hoping to report this project completed at the July Board meeting.
6. Once the new storefront door is installed we will be moving forward with the access controls system implementation for exterior doors at the Fall River Campus. This will provide additional security for our patients, residents and employees once completed.
7. With the rising temperatures and every seasonal change the age of our current HVAC infrastructure comes to a forefront. Due to the issues caused by this our maintenance staff, as well as outside contractors, are inundated with calls to repair heating and air conditioning units. For this reason, I will be sending out an RFP to mechanical contractors to replace the 24 older units at our Fall River Campus. I will be requesting pricing for both a single phase and multiple phase build out. The multiple phases will be replacing 6 units per year for 4 years. It has been my experience that this will have drastic energy savings for the district, with a possible reduction of the number of units, as well as reducing the man-hours needed to maintain this aging infrastructure.

## **Dietary**

1. As of June 23<sup>rd</sup> 2017 our menu system and nutritional analysis implementation will be complete. This project has been ongoing since 2012 and I am very pleased to report its completion.
2. Susan Garcia, Dietary Staff and I are currently working to complete inventory by the end of the month.
3. Both employees enrolled in the CDM program have started the course work and have a target completion of the course in 6-8 months.

## **Environmental Services**

1. Sherry Rodriguez and I are currently developing a new project board for EVS staff to follow. This will help to ensure all required and necessary tasks are completed in a timely fashion. Implementation of this is scheduled for June 30<sup>th</sup> 2017.
2. We are also working on completion of the EVS plan of correction by June 23<sup>rd</sup> 2017.

## **Purchasing**

1. Steve Sweet, Louis, Travis and I met with Dignity and Premier. This was a very beneficial meeting. Premier has been working with us to ensure that we are signed up for all of the appropriate GPO agreements with vendors and are providing us with the information of vendors we may wish to switch to. This meeting covered expiring contracts, lab pricing, pricing not linked to strategic vendors we use, group buys, IT product vendors, possible HVAC group purchasing, and printer agreements. Upon completion of this review I am hoping for a reduction in supply spending for FY 18.
2. Steve Sweet and his staff are also busy preparing for inventory.

## **Information Technology**

1. We are proceeding with a new fax server. This will allow us to send faxes directly from our computers as well as receive faxes directly to our email. This will greatly reduce downtime due to issues with fax machines, as well as reduce missed faxes.
2. Once multiple quotes are obtained we will upgrade our vCenter server on the Mayers side to be compatible with our EMR side. This will allow us to use both environments together. vCenter server is a centralized management application that lets you manage virtual machines centrally.
3. Please see attachment D. This is the timeline provided to us for our Paragon 14, Paragon 14.1 upgrades and obtaining our MU3 requirement.







"WE SPECIALIZE IN SATISFIED CUSTOMERS"

June 14, 2017

Ryan Harris  
Mayers Memorial Hospital  
43563 State Highway 299 E  
Fall River Mills, CA 96028

**Re: Proposal for pulverizing and replacing the Burney Annex parking lot**

Thank you for allowing Hat Creek Construction and Materials, Inc. the opportunity to provide a proposal for the above referenced project. Our proposal is based upon a site visit conducted by James Folsom & Megan Young (Hat Creek Construction) and Ryan Harris (Mayers Memorial Hospital)

**Bid Item Pricing:**

Item	Description	Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	\$25,372	\$25,372
2	Pulverize and Replace Parking Lot	1	LS	\$140,726	\$140,726
3	Striping	1	LS	\$5,301	\$5,301

**\$171,399**

**Inclusions**

- Total price includes all equipment, labor and materials necessary for the proposed project.
- Price includes pulverizing the existing asphalt and subgrade to an 8 inch depth. The re-compaction and grading of the pulverized material and the placement of 2 inches of new asphalt.
- Total price also includes the striping of the new parking lot

**Exclusions – If requested, items excluded can be priced as an inclusion:**

- Tree removal or mitigation beyond paving area.
- Price excludes importing or exporting material to made subgrade.
- Design, engineering, staking, or surveying, and as-built drawings.
- Bonds
- Inspection, materials testing, permits, fees, and bonds.
- SWPPP Plan or Installation of BMP's.
- Prime coat, fog seal, tack coat, or soil sterilization.
- Anything not specifically included is considered excluded from this proposal.

---

24339 Hwy 89 North, Burney, CA 96013  
Phone (888) 335-5501 ~ (530) 335-5501 ~ FAX (530) 335-5510  
[www.hatcreekconstruction.com](http://www.hatcreekconstruction.com)



"WE SPECIALIZE IN SATISFIED CUSTOMERS"

---

**Qualifications:**

- Our proposal is based upon 8 hours per day, 5 days per week, Monday through Friday work schedule. If work hours extend beyond our work schedule than revised pricing is required.
- Three weeks advanced notice required for scheduling.
- This proposal is based upon mutually agreeable terms and a copy of this proposal shall be written in our contract.
- Billing will be based off of actual square footage that is placed.
- Payment terms: Net within 30 days of monthly invoices. In the event that legal action is required for collection, Hat Creek Construction is entitled to 1.5% interest per month on all unpaid balances plus attorney's fees.

Thank you again for this outstanding opportunity. If you have any questions, or if I can be of any further assistance, please don't hesitate to call at (530) 335-5501. Please sign this proposal as acceptance of our terms. We look forward to working with you on this project.

Sincerely,

Megan Young  
Project Engineer



"WE SPECIALIZE IN SATISFIED CUSTOMERS"

June 14, 2017

Ryan Harris  
Mayers Memorial Hospital  
43563 State Highway 299 E  
Fall River Mills, CA 96028

**Re: Proposal to remove existing asphalt and replace with new aggregate base and asphalt for the Burney Annex parking lot**

Thank you for allowing Hat Creek Construction and Materials, Inc. the opportunity to provide a proposal for the above referenced project. Our proposal is based upon a site visit conducted by James Folsom & Megan Young (Hat Creek Construction) and Ryan Harris (Mayers Memorial Hospital)

**Bid Item Pricing:**

Item	Description	Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	\$23,947	\$23,947
2	Grind out existing parking lot & place new base rock & AC	1	LS	\$221,032	\$221,032
3	Striping	1	LS	\$5,301	\$5,301

**\$250,280**

**Inclusions**

- Total price includes all equipment, labor and materials necessary for the proposed project.
- Price includes grinding out and removing the existing asphalt and subgrade to an 8 inch depth.
- Placement and compaction of 6 inches of ¾" Class II aggregate base rock
- Placement and compaction of 2 inches of new asphalt
- Total price also includes the striping of the new parking lot



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**Exclusions – If requested, items excluded can be priced as an inclusion:**

- Tree removal or root mitigation beyond paving area.
- Price excludes importing or exporting material to made subgrade.
- Design, engineering, staking, or surveying, and as-built drawings.
- Bonds
- Inspection, materials testing, permits, fees, and bonds.
- SWPPP Plan or Installation of BMP's.
- Prime coat, fog seal, tack coat, or soil sterilization.
- Anything not specifically included is considered excluded from this proposal.

**Qualifications:**

- Our proposal is based upon 8 hours per day, 5 days per week, Monday through Friday work schedule. If work hours extend beyond our work schedule than revised pricing is required.
- Three weeks advanced notice required for scheduling.
- This proposal is based upon mutually agreeable terms and a copy of this proposal shall be written in our contract.
- Billing will be based off of actual square footage that is placed.
- Payment terms: Net within 30 days of monthly invoices. In the event that legal action is required for collection, Hat Creek Construction is entitled to 1.5% interest per month on all unpaid balances plus attorney's fees.

Thank you again for this outstanding opportunity. If you have any questions, or if I can be of any further assistance, please don't hesitate to call at (530) 335-5501. Please sign this proposal as acceptance of our terms. We look forward to working with you on this project.

Sincerely,

Megan Young  
Project Engineer

PRELIMINARY SCHEDULE

Mayers Memorial Hospital - Pharmacy Renovation

ID	Task Name	Duration	Start	Finish	Predecessors
1	Project scope determination	33 days	Mon 1/16/17	Wed 3/1/17	
2	Schematic Design	40 days	Thu 3/2/17	Wed 4/26/17	1
3	Prepare SD package	30 days	Thu 3/2/17	Wed 4/12/17	1
4	100% SD review (Hospital)	10 days	Thu 4/13/17	Wed 4/26/17	3
5	Design Development	42 days	Thu 4/27/17	Fri 6/23/17	2, 4
6	Prepare design development package	30 days	Thu 4/27/17	Wed 6/7/17	5
7	100% DD review (Hospital)	10 days	Thu 6/8/17	Wed 6/21/17	6
8	DD sign off	2 days	Thu 6/22/17	Fri 6/23/17	7
9	Construction Documents	61 days	Mon 6/26/17	Mon 9/18/17	8
10	Prepare construction document package	50 days	Mon 6/26/17	Fri 9/1/17	9
11	100% CD review	10 days	Mon 8/4/17	Fri 9/15/17	10
12	CD sign off (Hospital)	1 day	Mon 9/18/17	Mon 9/18/17	11
13	OSHPD Review/Approval	90 days	Tue 9/19/17	Mon 1/22/18	12
14	Initial submission	1 day	Tue 9/19/17	Tue 9/19/17	13
15	First OSHPD review (if project is eligible for rapid review timeline could be shorter)	45 days	Wed 9/20/17	Tue 11/21/17	14
16	Receive comments from OSHPD	2 days	Wed 11/22/17	Thu 11/23/17	15
17	Respond to OSHPD comments	10 days	Fri 11/24/17	Thu 12/7/17	16
18	First backcheck submittal	1 day	Fri 11/24/17	Fri 11/24/17	17
19	Second OSHPD review (Based upon OSHPD goal for review)	22 days	Mon 12/11/17	Tue 1/9/18	18
20	receive comments	1 day	Wed 1/10/18	Wed 1/10/18	19
21	Respond to OSHPD comments (if required)	5 days	Thu 1/11/18	Wed 1/17/18	20
22	prepare for over the counter backcheck	2 days	Thu 1/18/18	Fri 1/19/18	21
23	Over the counter backcheck	1 day	Mon 1/22/18	Mon 1/22/18	22
24	OSHPD approval	0 days	Mon 1/22/18	Mon 1/22/18	23
25	Bidding	30 days	Tue 1/23/18	Mon 3/5/18	24
26	Construction	70 days	Tue 3/6/18	Mon 6/11/18	25
27	Certification and Closeout	40 days	Tue 6/12/18	Mon 8/6/18	26
28	OSHPD close out	10 days	Tue 8/12/18	Mon 8/25/18	27
29	Certification	10 days	Tue 8/12/18	Mon 8/25/18	28
30	Closeout Documentation	30 days	Tue 6/26/18	Mon 8/6/18	29

Task

SpM

Milestone

Summary

Project Summary

External Tests

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Progress

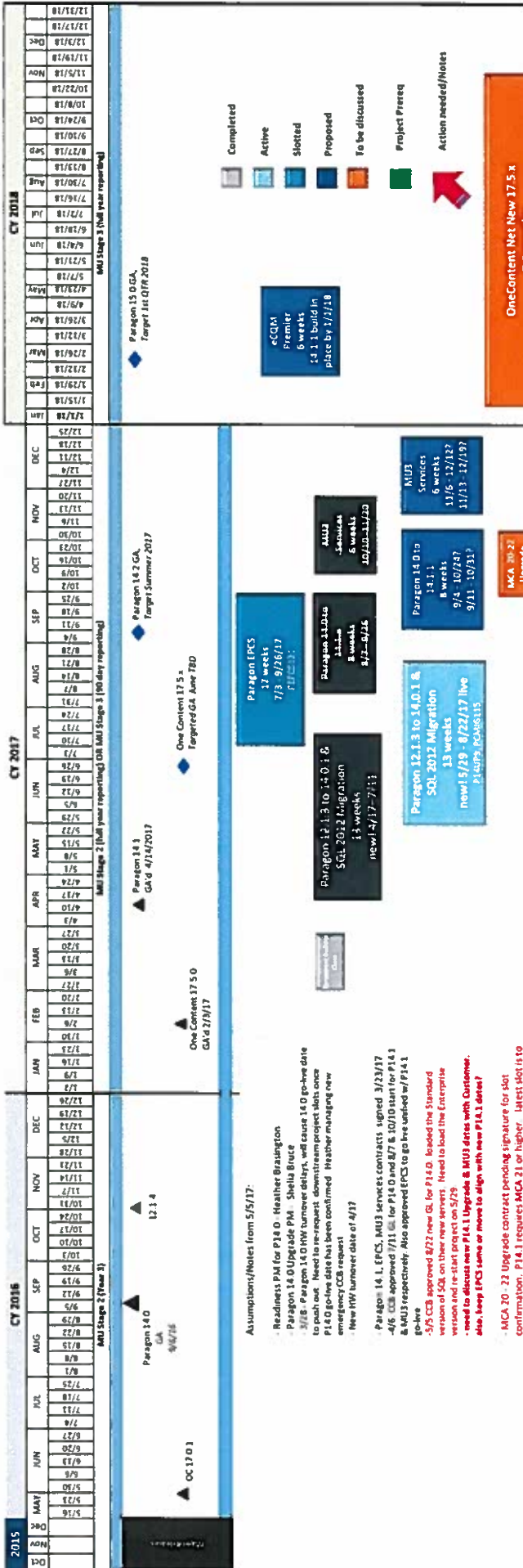
Deadline

Mon 3/6/17

Page 1

Michael Ryan





**Assumptions/Notes from 5/5/17:**

- Readiness PM for P14.0 - Heather Braxington
- Paragon 14.0 Upgrade PM - Sheila Bruce
- 3/18 - Paragon 14.0 HW turnover delays, will cause 14.0 go-live date to push out. Need to re-request downtime project slots once P14.0 go-live date has been confirmed. Heather managing new emergency CCB request.
- New HW turnover date of 4/17
- Paragon 14.1, EPCS, MU3 services contracts signed 3/23/17
- 4/6 CCB approved 7/11 GL for P14.0 and 8/7 & 10/10 start for P14.1 & MU3 respectively. Also approved EPCS to go live united w/ P14.1 go-live
- 5/5 CCB approved 8/22 new GL for P14.0. Included the Standard version of SQL on their new servers. Need to load the Enterprise version and re-start project on 5/29
- **also need to discuss new P14.1 Upgrade & MU3 dates with Customer.**
- **also keep EPCS same or move to align with new P14.1 dates!**
- MCA 20 - 22 Upgrade contract pending signature for slot confirmation. P14.1 requires MCA 21 or higher. Latest slot is to unify w/ P14.1
- eCDM required for MU3, will need to move from current MU3 benchmarking solution to new electronic reporting solution (Premier). Pending pricing. Need to check on how many manual measures are needed for this Q2017 reporting.

**Paragon 14.1/One Content 17.5/MU3 Notes (cont.):**

- Areas of change: heavy connect, direct, Pt. Portal and Interfaces, Intra on
- SR certification criteria focused on interoperability
- Introduction of different types of CDAs as required by Stage 3
- Can customize CDA for different workflow and configuration
- PHIT enabled for smart apps
- Patient Provider messaging
- API call to education materials through web service
- Ability to send pre-admit forms to patient from One Content through Portal
- EPCS changes to meet IMU3
- New public health interfaces. HL7 uplified
- Paragon 14.1 - Migration of Patient Profile to PCH





**Valerie Lakey**

---

**From:** Travis Lakey  
**Sent:** Wednesday, June 21, 2017 8:23 AM  
**To:** Valerie Lakey  
**Subject:** FW: Mayers Memorial Hospital District 2017 COPs  
**Attachments:** MMHDDistList.pdf

**From:** Brian Quint [mailto:bquint@qtlp.com]  
**Sent:** Tuesday, June 20, 2017 6:06 PM  
**To:** Anita Lopez <anita.lopez@ca.usda.gov>; Michael Colbert <Mike.Colbert@ca.usda.gov>; Travis Lakey <tlakey@mayersmemorial.com>; Bill Morton <bmorton@munifinance.com>; Stefan Morton <smorton@munifinance.com>  
**Cc:** Blythe Fleet <bffleet@qtlp.com>  
**Subject:** Mayers Memorial Hospital District 2017 COPs

TO ALL MEMBERS OF THE ATTACHED DISTRIBUTION LIST:

Re: \$9,900,000 Certificates of Participation, Series A (2017 Capital Improvement Project) Evidencing Direct, Undivided Fractional Interests of the Owners Thereof in Series A Lease Payments to be Made by the Mayers Memorial Hospital District, as a portion of the Rental for Certain Property Pursuant to a Lease Agreement with the Public Property Financing Corporation of California

Re: \$4,300,000 Certificates of Participation, Series B (2017 Capital Improvement and Refinancing Project) Evidencing Direct, Undivided Fractional Interests of the Owners Thereof in Series B Lease Payments to be Made by the Mayers Memorial Hospital District, as a portion of the Rental for Certain Property Pursuant to a Lease Agreement with the Public Property Financing Corporation of California

Ladies and Gentlemen:

Initial drafts of the legal documents prepared in connection with the above-referenced matters have been posted to our firm website and can be downloaded at the following link:

<http://www.qtlp.com/MayersMemorialHospitalDistrict.html>

\* Resolutions are printed in packet.  
Find supporting documents here.

Please transmit any comments or corrections to me (preferably by email of marked pages) as soon as possible.

If you have any questions, please feel free to contact me.

Very truly yours,

Brian D. Quint

---

Brian D. Quint  
Quint & Thimmig LLP  
900 Larkspur Landing Circle, Suite 270  
Larkspur, CA 94939-1726  
(415) 925-4200 (Phone)  
(415) 925-4201 (Fax)  
(415) 272-8100 (Cell)  
<http://www.qtlp.com>

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**MAYERS MEMORIAL HOSPITAL DISTRICT  
(Shasta County, California)  
2017 General Obligation Refunding Bonds**

**MAYERS MEMORIAL HOSPITAL DISTRICT  
(Shasta County, California)  
General Obligation Bonds, Election of 2010, Series B (2017)**

**MAYERS MEMORIAL HOSPITAL DISTRICT  
(Shasta County, California)  
Certificates of Participation, Series A  
(2017 Capital Improvement Project)**

**MAYERS MEMORIAL HOSPITAL DISTRICT  
(Shasta County, California)  
Certificates of Participation, Series B  
(2017 Capital Improvement and Refinancing Project)**

**Distribution List**

**DISTRICT**

Mr. Travis Lakey  
Chief Financial Officer  
Mayers Memorial Hospital District  
43563 State Highway 299 East  
Fall River Mills, CA 96028-9787  
(530) 336-5511  
*tlakey@mayersmemorial.com*

**INVESTOR**

Mr. J. Michael Colbert  
Community Programs Specialist  
Rural Development  
U.S. Department of Agriculture  
221 West 8th Street  
Alturas, CA 96101  
(530) 233-4137  
*mike.colbert@ca.usda.gov*

Ms. Anita Lopez  
Community Programs Director  
Rural Development  
U.S. Department of Agriculture  
430 G Street  
Davis, CA 95616-4169  
(530) 792-5822  
*anita.lopez@ca.usda.gov*

**2017 LESSOR**

Mr. William A. Morton  
Mr. Stefan Morton  
Public Property Financing Corporation  
of California  
c/o Municipal Finance Corporation  
2945 Townsgate Road, Suite 200  
Westlake Village, CA 91361  
(805) 719-1236 (B. Morton)  
(805) 719-1237 (S. Morton)  
*bmorton@municipalfinance.com*  
*smorton@municipalfinance.com*

**2011 GOB PAYING AGENT**

Ms. Agnes P. Obando  
Vice President  
The Bank of New York Mellon Trust Company, N.A.  
Corporate Trust Services  
400 South Hope Street, Suite 500  
Los Angeles, CA 90071  
(213) 630-6270  
(213) 630.6480 (Fax)  
*agnes.obando@bnymellon.com*

**2011 COP TRUSTEE**

Ms. Michelle A Knutson  
Assistant Vice President  
U.S. Bank National Association  
101 North 1st Ave, Suite 1600  
Phoenix, AZ 85003  
(415) 677-3597  
*michelle.knutson@usbank.com*

**BOND COUNSEL**

Brian D. Quint, Esq.  
Ms. C. Blythe Fleet  
Assistant to Mr. Quint  
Quint & Thimmig LLP  
900 Larkspur Landing Circle, Suite 270  
Larkspur, CA 94939-1726  
(415) 925-4200  
(415) 925-4201 (Fax)  
*bquint@qtlp.com*  
*bfleet@qtlp.com*



Quint & Thimmig LLP  
[Refunding of 2011 General Obligation Bonds]

04/16/17  
05/17/17  
06/19/17

---

**MAYERS MEMORIAL HOSPITAL DISTRICT**

**RESOLUTION NO. 2017-08**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE MAYERS MEMORIAL  
HOSPITAL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF THE  
DISTRICT'S 2017 GENERAL OBLIGATION REFUNDING BONDS**

Adopted June 28, 2017

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EXHIBIT A: FORM OF 2017 REFUNDING BOND

**MAYERS MEMORIAL HOSPITAL DISTRICT**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE MAYERS MEMORIAL  
HOSPITAL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF THE  
DISTRICT'S 2017 GENERAL OBLIGATION REFUNDING BONDS**

RESOLVED, by the Board of Directors (the "Board") of the Mayers Memorial Hospital District (the "District"), as follows:

WHEREAS, the District has heretofore issued its Mayers Memorial Hospital District (Shasta County, California) General Obligation Bonds, 2010 Election, 2011 Series A (the "2011 Bonds"), in the original principal amount of \$5,000,886.35, issued for authorized hospital purposes;

WHEREAS, pursuant to Articles 9 and 11 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code (the "Act"), the District is empowered to issue general obligation refunding bonds;

WHEREAS, the District has determined that it is in the best interests of the District to refund, on a current basis, the current interest portion of the 2011 Bonds (the "Refunded 2011 Bonds"), so long as there are gross savings to be realized by the District with respect to the Refunded 2011 Bonds as a result of the issuance of the refunding bonds;

WHEREAS, the Board wishes at this time to authorize the issuance and sale of its Mayers Memorial Hospital District (Shasta County, California) 2017 General Obligation Refunding Bonds (the "2017 Refunding Bonds") for the such purpose;

NOW, THEREFORE, it is hereby RESOLVED, by the Board of Directors of the Mayers Memorial Hospital District, as follows:



ARTICLE I  
DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings ascribed to them below, unless the context clearly requires some other meaning.

“*Act*” means Articles 9 and 11 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code, as is in effect on the date of adoption hereof and as amended hereafter.

“*Articles*,” “*Sections*” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution, and the words “*herein*,” “*hereof*,” “*hereunder*” and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

“*Authorized Investments*” means any investments permitted by law to be made with moneys belonging to, or in the custody of, the District, but only to the extent that the same are acquired at Fair Market Value.

“*Board*” means the Board of Directors of the District.

“*Bond Counsel*” means any attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

“*Bond Register*” means the registration books for the 2017 Refunding Bonds maintained by the District.

“*Closing Date*” means the date upon which there is an exchange of the 2017 Refunding Bonds for the proceeds representing the purchase of the 2017 Refunding Bonds by the Original Owner.

“*Code*” means the Internal Revenue Code of 1986 as in effect on the date of issuance of the 2017 Refunding Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the 2017 Refunding Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

“*Costs of Issuance*” means all items of expense directly or indirectly reimbursable to the District relating to the issuance, execution and delivery of the 2017 Refunding Bonds including, but not limited to, filing and recording costs, settlement costs, printing costs, reproduction and binding costs, legal fees and charges, fees for execution, transportation and safekeeping of the 2017 Refunding Bonds and charges and fees in connection with the foregoing.

“*County*” means Shasta County, California.

“*Debt Service*” means the scheduled amount of interest and amortization of principal payable on the 2017 Refunding Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

*"District Representative"* means the Chief Executive Officer, the Chief Financial Officer, or any other person authorized by resolution of the Board of the District to act on behalf of the District with respect to this Resolution and the 2017 Refunding Bonds.

*"Fair Market Value"* means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term *"Fair Market Value"* means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

*"Federal Securities"* means United States Treasury Bonds, bills or certificates of indebtedness or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

*"Interest Payment Date"* means with respect to interest, March 1 and September 1 of each year commencing on March 1, 2018, and with respect to principal, September 1, of each year commencing on September 1, 2018.

*"Outstanding"* means, when used as of any particular time with reference to 2017 Refunding Bonds, all 2017 Refunding Bonds except:

(a) 2017 Refunding Bonds theretofore canceled by the District or surrendered to the District for cancellation;

(b) 2017 Refunding Bonds paid or deemed to have been paid within the meaning of Section 9.02 hereof; and

(c) 2017 Refunding Bonds in lieu of or in substitution for which other 2017 Refunding Bonds shall have been authorized, executed, issued and delivered by the District pursuant to this Resolution.

*"Owner"* means the United States of America, acting through the Rural Housing Service, the registered owner of the 2017 Refunding Bonds.

*"Record Date"* means the 15th day of the month preceding each Interest Payment Date.

*"Refunded 2011 Bonds"* means the current interest portion of the 2011 Bonds to be refunded from the proceeds of the 2017 Refunding Bonds.

*"Regulations"* means temporary and permanent regulations promulgated under the Code.

*"Resolution"* means this Resolution, including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

*"Supplemental Resolution"* means any resolution supplemental to or amendatory of this Resolution, adopted by the District in accordance with Article VIII hereof.

*"Treasurer-Tax Collector"* means the County Treasurer-Tax Collector.

*"2011 Bonds"* means the Mayers Memorial Hospital District (Shasta County, California) General Obligation Bonds, 2010 Election, 2011 Series A, in the original principal amount of \$5,000,886.35, issued for authorized healthcare purposes.

*"2017 Refunding Bonds"* means the Mayers Memorial Hospital District (Shasta County, California) 2017 General Obligation Refunding Bonds, issued and at any time Outstanding pursuant to this Resolution.

*"Written Request of the District"* means an instrument in writing signed by the District Representative or by any other officer of the District duly authorized by the District and listed on a Written Request of the District for that purpose.

Section 1.02. Authority for this Resolution. This Resolution is entered into pursuant to the provisions of the Act.

## ARTICLE II

### THE 2017 REFUNDING BONDS

Section 2.01. Authorization. 2017 Refunding Bonds are hereby authorized to be issued by the District under and subject to the terms of the Act and this Resolution. The principal amount of the 2017 Refunding Bonds shall be \$4,574,000, being the amount required to provide for the redemption of the Refunded 2011 Bonds on September 15, 2017, and to pay the Costs of Issuance. This Resolution constitutes a continuing agreement with the Owner issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and the interest on all 2017 Refunding Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The 2017 Refunding Bonds shall be designated the "Mayers Memorial Hospital District (Shasta County, California) 2017 General Obligation Refunding Bonds."

#### Section 2.02. Terms of 2017 Refunding Bonds.

(a) *Form; Numbering.* The 2017 Refunding Bonds shall be issued as one fully registered 2017 Refunding Bond, without coupons, in the aggregate principal amount thereof, maturing in the September 1, 2047. The 2017 Refunding Bonds shall not be (i) assigned a rating by any rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service Bureau.

(b) *Date of 2017 Refunding Bonds.* The 2017 Refunding Bonds shall be dated as of the Closing Date.

(d) *Interest.* The 2017 Refunding Bonds shall bear interest at the rate of 3.250% per annum, payable semi-annually on each Interest Payment Date. Interest on the 2017 Refunding Bonds shall be computed on the basis of a year of 365 days and actual days elapsed.

Each 2017 Refunding Bond shall bear interest from the Payment Date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of an Payment Date, in which event it shall bear interest from such date, or (ii) it is registered and authenticated prior to an Payment Date and after the close of business on the fifteenth day of the month preceding such Payment Date, in which event it shall bear interest from such Payment Date, or (iii) it is registered and authenticated prior to February 15, 2018, in which event it shall bear interest from the date described in paragraph (b) of this Section 2.02; *provided, however,* that if at the time of authentication of a 2017 Refunding Bond, interest is in default thereon, such 2017 Refunding Bond shall bear interest from the Payment Date to which interest has previously been paid or made available for payment thereon.

(d) *Payment.* Principal of and interest on the 2017 Refunding Bonds (including the final interest payment upon maturity or earlier redemption) will be paid through the Pre-Authorized Debt Payment Process, to be established by the District and approved by the Assignee prior to the Closing Date. Each semiannual payment of interest shall be in the amount of one half of the annual amount of interest due.

Section 2.03. Redemption.

(a) *Optional Redemption.* The 2017 Refunding Bonds shall be subject to optional redemption prior to their stated maturity date in whole or in part on any date at a redemption price equal to the principal amount thereof to be redeemed, plus accrued interest to such date.

(b) *Mandatory Sinking Fund Redemption.* The 2017 Refunding Bonds shall be subject to mandatory sinking fund redemption on each September 1, commencing September 1, 2018, to and including September 1, 2047, as follows:

Sinking Fund Redemption Date ( <u>September 1</u> )	Principal Amount to be Redeemed	Sinking Fund Redemption Date ( <u>September 1</u> )	Principal Amount to be Redeemed
<u>2018</u>	<u>\$92,000</u>	<u>2033</u>	<u>\$149,000</u>
<u>2019</u>	<u>95,000</u>	<u>2034</u>	<u>154,000</u>
<u>2020</u>	<u>98,000</u>	<u>2035</u>	<u>159,000</u>
<u>2021</u>	<u>102,000</u>	<u>2036</u>	<u>164,000</u>
<u>2022</u>	<u>105,000</u>	<u>2037</u>	<u>169,000</u>
<u>2023</u>	<u>108,000</u>	<u>2038</u>	<u>175,000</u>
<u>2024</u>	<u>112,000</u>	<u>2039</u>	<u>181,000</u>
<u>2025</u>	<u>115,000</u>	<u>2040</u>	<u>187,000</u>
<u>2026</u>	<u>119,000</u>	<u>2041</u>	<u>193,000</u>
<u>2027</u>	<u>123,000</u>	<u>2042</u>	<u>199,000</u>
<u>2028</u>	<u>127,000</u>	<u>2043</u>	<u>205,000</u>
<u>2029</u>	<u>131,000</u>	<u>2044</u>	<u>212,000</u>
<u>2030</u>	<u>135,000</u>	<u>2045</u>	<u>219,000</u>
<u>2031</u>	<u>140,000</u>	<u>2046</u>	<u>226,000</u>
<u>2032</u>	<u>144,000</u>	<u>2047†</u>	<u>236,000</u>

†Maturity

If some but not all of the 2017 Refunding Bonds have been redeemed pursuant to the preceding subsection (a) of this Section 2.03, the aggregate principal amount of the 2017 Refunding Bonds to be redeemed in each year pursuant to this subsection (b) shall be reduced on a *pro rata* basis in integral multiples of \$1,000, as shall be designated pursuant to written notice filed by the District with the Owner.

(c) *Notice of Optional Redemption.* The District shall mail (by first class mail) notice of any redemption to the Owner at least thirty (30) but not more than sixty (60) days prior to the proposed redemption date; *provided, however*, that neither failure to receive any such notice so mailed nor any defect therein shall affect the validity of the proceedings for the redemption of such 2017 Refunding Bonds or the cessation of the accrual of interest thereon. Such notice shall state the date of the notice, the redemption date, the redemption place and the redemption amount, giving notice also that further interest on such 2017 Refunding Bonds will not accrue from and after the redemption date.

Notwithstanding the foregoing, in the case of any optional redemption of the 2017 Refunding Bonds, the notice of redemption shall state that the redemption is conditioned upon sufficient moneys to redeem the 2017 Refunding Bonds being available on the scheduled redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem the 2017 Refunding Bonds have not been identified by the District. In the event the District does not identify sufficient funds by the scheduled optional redemption date to so redeem the 2017 Refunding Bonds to be optionally redeemed, the District shall send written notice to the Owner to the effect that the redemption



did not occur as anticipated, and the 2017 Refunding Bonds for which notice of optional redemption was given shall remain Outstanding for all purposes.

Notice of redemption shall not be required in connection with mandatory sinking fund redemption.

(d) *Partial Redemption of 2017 Refunding Bonds.* In the event only a portion of the 2017 Refunding Bonds is called for redemption, then upon surrender of such 2017 Refunding Bond the District shall execute and deliver to the Owner, at the expense of the District, a new 2017 Refunding Bond in aggregate principal amount equal to the unredeemed portion of the 2017 Refunding Bond to be redeemed. 2017 Refunding Bonds need not be presented for mandatory sinking fund redemptions.

(e) *Effect of Redemption.* From and after the date fixed for redemption, if funds available for the payment of the principal of and interest on the 2017 Refunding Bonds so called for redemption shall have been duly provided, such 2017 Refunding Bonds so called shall cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest shall accrue thereon from and after the redemption date specified in such notice. All 2017 Refunding Bonds redeemed pursuant to this Section 2.03 shall be canceled and shall be destroyed by the District.

Section 2.04. Form of 2017 Refunding Bonds. The 2017 Refunding Bonds shall be substantially in the form, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Exhibit A attached hereto.

Section 2.05. Execution of 2017 Refunding Bonds. The 2017 Refunding Bonds shall be executed on behalf of the District by the facsimile signatures of the President of its Board and its Clerk who are in office on the date of adoption of this Resolution or at any time thereafter. If any officer whose signature appears on any 2017 Refunding Bond ceases to be such officer before delivery of the 2017 Refunding Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the 2017 Refunding Bonds to the Original Owner. Any 2017 Refunding Bond may be signed and attested on behalf of the District by such persons as at the actual date of the execution of such 2017 Refunding Bond shall be the proper officers of the District although at the nominal date of such 2017 Refunding Bond any such person shall not have been such officer of the District.

Section 2.06. Transfer of Bonds.

(a) The registration of Bonds may, in accordance with their terms, be transferred in whole or in part, upon the Bond Register by the person in whose name it is registered, in person or by his attorney duly authorized in writing upon surrender of the 2017 Refunding Bonds for cancellation at the Principal Office, accompanied by delivery of a written instrument of transfer in a form approved by the District, duly executed. Whenever the 2017 Refunding Bonds shall be surrendered for registration of transfer, the District shall execute and deliver a Bond for like aggregate principal amount. The District may require the payment by the Bondowner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. The District shall not be required to transfer (i) the 2017 Refunding Bonds during the period between the date fifteen (15) days prior to the date of selection of Bonds for redemption and such date of selection, or (ii) any Bonds selected for redemption.

(b) Ownership of the 2017 Refunding Bonds may be transferred in whole or in part but only to a person that the Bondowner reasonably believes is either:

(A) a qualified institutional buyer within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended,

(B) subject to the requirements of the Securities Act of 1933, as amended, an accredited investor as defined in section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended,

(C) a trust, partnership, custodial arrangement or similar entity, interests in which are offered and sold in a private placement or limited offering only to qualified institutional buyers or, subject to the requirements of the Securities Act of 1933, as amended, accredited investors; or

(D) an affiliate of the Original Owner.

in each case that executes and delivers to the District an investor letter in substantially the form attached hereto as Exhibit B; *provided, however*, if transferred in part, such transfer shall not be to more than five transferees and in amounts less than \$500,000.

Section 2.07. Exchange of 2017 Refunding Bonds. 2017 Refunding Bonds may be exchanged at the Principal Office for a like aggregate principal amount of 2017 Refunding Bonds of authorized denominations and of the same maturity. The District shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of 2017 Refunding Bonds shall be required to be made (a) fifteen days prior to the date established by the District for selection of 2017 Refunding Bonds for redemption or (b) with respect to a 2017 Refunding Bond after such 2017 Refunding Bond has been selected for redemption.

Section 2.08. Bond Register. The District shall keep or cause to be kept sufficient books for the registration and transfer of the 2017 Refunding Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the District shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, 2017 Refunding Bonds as herein before provided.

Section 2.09. Temporary 2017 Refunding Bonds. The 2017 Refunding Bonds may be initially issued in temporary form exchangeable for definitive 2017 Refunding Bonds when ready for delivery. The temporary 2017 Refunding Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the District, and may contain such reference to any of the provisions of this Resolution as may be appropriate. Every temporary 2017 Refunding Bond shall be executed by the District upon the same conditions and in substantially the same manner as the definitive 2017 Refunding Bonds. If the District issues temporary 2017 Refunding Bonds it will execute and furnish definitive 2017 Refunding Bonds without delay, and thereupon the temporary 2017 Refunding Bonds may be surrendered, for cancellation, in exchange therefor at the District and the District shall deliver in exchange for such temporary 2017 Refunding Bonds an equal aggregate principal amount of definitive 2017 Refunding Bonds of authorized denominations. Until so exchanged, the temporary 2017 Refunding Bonds shall be entitled to the same benefits pursuant to this Resolution as definitive 2017 Refunding Bonds executed and delivered hereunder.

Section 2.10. 2017 Refunding Bonds Mutilated, Lost, Destroyed or Stolen. If the 2017 Refunding Bond shall become mutilated the District, at the expense of the Owner, shall execute and deliver, a new 2017 Refunding Bond in exchange and substitution for the 2017 Refunding

Bond so mutilated, but only upon surrender to the District of the 2017 Refunding Bond so mutilated. Every mutilated 2017 Refunding Bond so surrendered to the District shall be canceled by it. If any 2017 Refunding Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and, if such evidence be satisfactory to the District and indemnity satisfactory to it shall be given, the District, at the expense of the Owner, shall execute and deliver, a new 2017 Refunding Bond of like maturity and principal amount in lieu of and in substitution for the 2017 Refunding Bond so lost, destroyed or stolen. The District may require payment of a sum not exceeding the actual cost of preparing each new 2017 Refunding Bond issued under this Section 2.07 and of the expenses which may be incurred by the District in connection therewith. Any 2017 Refunding Bond issued under the provisions of this Section 2.07 in lieu of any 2017 Refunding Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the 2017 Refunding Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Resolution with all other 2017 Refunding Bonds issued pursuant to this Resolution.



## ARTICLE III

### ISSUE OF 2017 REFUNDING BONDS; APPLICATION OF 2017 REFUNDING BOND PROCEEDS; SECURITY FOR THE 2017 REFUNDING BONDS

Section 3.01. Issuance, Award and Delivery of 2017 Refunding Bonds. At any time after the execution of this Resolution the District may issue and deliver the 2017 Refunding Bonds, subject to the savings requirements set forth in Section 4.01.

The District Representatives shall be, and are hereby, directed to cause the 2017 Refunding Bonds to be printed, signed and delivered to the Owner on receipt of the purchase price therefor and upon performance of the conditions contained herein.

#### Section 3.02. Funds and Accounts.

(a) *Interest and Sinking Fund.* The fund, known as the "Mayers Memorial Hospital District, General Obligation Bonds Interest and Sinking Fund" (the "Interest and Sinking Fund"), previously established and maintained by the Treasurer-Tax Collector for the District is hereby continued for the 2017 Refunding Bonds. Moneys deposited therein shall be used only for payment of principal and interest on all general obligation bonds of the District. If, after payment in full of all of the District's general obligation bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District. Notwithstanding the foregoing provisions of this Section 3.02(a), any excess proceeds of the 2017 Refunding Bonds not needed for the authorized purposes set forth herein for which the 2017 Refunding Bonds are being issued shall be applied solely in a manner which is consistent with the requirements of applicable state and federal tax law, including but not limited to the requirements of federal tax law (if any) relating to the yield at which such proceeds are permitted to be invested. The interest earned on the moneys deposited to the Interest and Sinking Fund shall be retained in the Interest and Sinking Fund and used for the purposes thereof. By receipt of a copy of this resolution, the Treasurer-Tax Collector is hereby requested to continue and maintain the Interest and Sinking Fund. Moneys held in the Interest and Sinking Fund shall be invested at the Treasurer-Tax Collector's discretion, unless otherwise directed in writing by the District, pursuant to law and the investment policy of the County.

(b) *Costs of Issuance Fund.* A fund, to be known as the "Mayers Memorial Hospital District, 2017 General Obligation Refunding Bonds Costs of Issuance Fund" (the "Costs of Issuance Fund"), is hereby created and established with the District. Moneys deposited therein shall be used solely for the payment of Costs of Issuance of the 2017 Refunding Bonds. The District shall keep a written record of disbursements from the Costs of Issuance Fund. Moneys held in the Costs of Issuance Fund shall be invested by the District pursuant to law and the investment policy of the District.

Section 3.03. Application of Proceeds of Sale of 2017 Refunding Bonds. On the Closing Date, the proceeds of sale of the 2017 Refunding Bonds shall be paid by the Owner as follows:

(a) to The Bank of New York Mellon Trust Company, the payment agent of the 2011 Bonds, the amount required for the redemption on the Closing Date of the Refunded 2011 Bonds; and

(b) to the District, the remaining amount.

Section 3.04. Security for the 2017 Refunding Bonds. There shall be levied by the County on all the taxable property in the District, in addition to all other taxes, a continuing

direct and *ad valorem* tax annually during the period the 2017 Refunding Bonds are outstanding in an amount sufficient to pay the principal of and interest on the 2017 Refunding Bonds when due, which moneys when collected will be placed in the Interest and Sinking Fund of the District, which fund is irrevocably pledged for the payment of the principal of and interest on the 2017 Refunding Bonds when and as the same fall due. The moneys in the Interest and Sinking Fund, to the extent necessary to pay the principal of and interest on the 2017 Refunding Bonds as the same become due and payable, shall be transferred by the County to the District, as necessary to pay the principal of and interest on the 2017 Refunding Bonds. The property taxes and amounts held in the Interest and Sinking Fund of the District shall immediately be subject to this pledge, and the pledge shall constitute a lien and security interest which shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. The pledge is an agreement between the District and the Owner in addition to the statutory lien that exists (as described below), and the 2017 Refunding Bonds were issued to refinance one or more capital projects authorized by the voters of the District and not to finance the general purposes of the District.

Additionally, in accordance with section 53515(a) of the Government Code, the 2017 Refunding Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of the tax for the payment of bonds authorized by the voters of the District. The lien shall automatically attach without further action or authorization by the District or the County. The lien shall be valid and binding from the time the 2017 Refunding Bonds are executed and delivered. The revenues received pursuant to the levy and collection of the tax shall be immediately subject to the lien, and the lien shall automatically attach to the revenues and be effective, binding, and enforceable against the District, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any physical delivery, recordation, filing, or further act.

## ARTICLE IV

### SALE OF BONDS; OFFICIAL ACTION

Section 4.01. Sale of the 2017 Refunding Bonds. The Board hereby authorizes the negotiated sale of the 2017 Refunding Bonds to the Owner.

Section 4.023. Official Action. All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the 2017 Refunding Bonds are hereby approved, and the District Representatives, and any and all other officers of the District are hereby authorized and directed for and in the name and on behalf of the District, to do any and all things and take any and all actions relating to the execution and delivery of any and all certificates, requisitions, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the 2017 Refunding Bonds in accordance with this Resolution.

Section 4.03. Regulations. The Series B Bonds are given as evidence of a loan to the District made by the United States of America pursuant to the Consolidated Farm and Rural Development Act and shall be subject to the applicable present regulations of the United States Department of Agriculture, Rural Housing Service, and to its applicable future regulations not inconsistent with the express provisions hereof.

## ARTICLE V

### COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The District will punctually pay, or cause to be paid, the principal of and interest on the 2017 Refunding Bonds, in strict conformity with the terms of the 2017 Refunding Bonds and of this Resolution, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and of the 2017 Refunding Bonds. Nothing herein contained shall prevent the District from making advances of its own moneys, howsoever derived, to any of the uses or purposes permitted by law.

Section 5.02. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the District will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the 2017 Refunding Bonds and will not, directly or indirectly, approve any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the District, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Resolution, except subject to the prior payment in full of the principal of all of the 2017 Refunding Bonds then Outstanding and of all claims for interest which shall not have so extended or funded.

Section 5.03. Protection of Security and Rights of the Owner. The District will preserve and protect the security of the 2017 Refunding Bonds and the rights of the Owner, and will warrant and defend its rights against all claims and demands of all persons. From and after the sale and delivery of any of the 2017 Refunding Bonds by the District, the 2017 Refunding Bonds shall be incontestable by the District.

Section 5.04. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owner of the rights and benefits provided in this Resolution.

#### Section 5.05. Tax Covenants.

(a) *Private Activity Bond Limitation*. The District shall assure that the proceeds of the 2017 Refunding Bonds are not so used as to cause the 2017 Refunding Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

(b) *Federal Guarantee Prohibition*. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the 2017 Refunding Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

(c) *Rebate Requirement*. The District shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the 2017 Refunding Bonds.

(d) *No Arbitrage*. The District shall not take, or permit or suffer to be taken, any action with respect to the proceeds of the 2017 Refunding Bonds which, if such action had been

reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the 2017 Refunding Bonds would have caused the 2017 Refunding Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code.

(e) *Maintenance of Tax-Exemption.* The District shall take all actions necessary to assure the exclusion of interest on the 2017 Refunding Bonds from the gross income of the Owner to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the 2017 Refunding Bonds.

## ARTICLE VI

### EVENTS OF DEFAULT AND REMEDIES OF BONDOWNERS

Section 6.01. Events of Default. The following events ("Events of Default") shall be events of default hereunder:

(a) if default shall be made in the due and punctual payment of the principal of on any 2017 Refunding Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) if default shall be made in the due and punctual payment of any installment of interest on any 2017 Refunding Bond when and as such interest installment shall become due and payable;

(c) if default shall be made by the District in the observance of any of the covenants, agreements or conditions on its part in this Resolution or in the 2017 Refunding Bonds contained, and such default shall have continued for a period of thirty (30) days after written notice thereof to the District; or

(d) if the District shall file a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction shall approve a petition, seeking reorganization of the District under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property.

Section 6.02. Remedies of Owner. The Owner shall have the right:

(a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the 2017 Refunding Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Owner' rights; or

(c) upon the happening of any Event of Default, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 6.03. Non-Waiver. Nothing in this Article VII or in any other provision of this Resolution, or in the 2017 Refunding Bonds, shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the 2017 Refunding Bonds to the respective Owner at the respective dates of maturity, as herein provided, or affect or impair the right of action, which is also absolute and unconditional, of such Owner to institute suit to enforce such payment by virtue of the contract embodied in the 2017 Refunding Bonds.

A waiver of any default by the Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of the Owner to

exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Owner by this Article VI may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owner.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Owner, the District and the Owner shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 6.04. Remedies Not Exclusive. No remedy herein conferred upon the Owner of 2017 Refunding Bonds shall be exclusive of any other remedy and that each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Owner.



## ARTICLE VII

### SUPPLEMENTAL RESOLUTIONS

Section 7.01. Supplemental Resolutions Effective Without Consent of the Owner. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the District may be adopted, which, without the requirement of consent of the Owner, shall be fully effective in accordance with its terms:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(d) to cure any ambiguity, supply and omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(e) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the 2017 Refunding Bonds.

Section 7.02. Supplemental Resolutions Effective With Consent to the Owner. Any modification or amendment of this Resolution and of the rights and obligations of the District and of the Owner, in any particular, may be made by a Supplemental Resolution, with the written consent of the Owner of at least two-thirds in aggregate principal amount of the 2017 Refunding Bonds Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of maturity of the principal of any Outstanding 2017 Refunding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, or shall reduce the percentage of 2017 Refunding Bonds the consent of the Owner of which is required to effect any such modification or amendment, or shall change any of the provisions in Section 7.01 hereof relating to Events of Default, or shall reduce the amount of moneys pledged for the repayment of the 2017 Refunding Bonds without the consent of all the Owner of such 2017 Refunding Bonds.



ARTICLE VIII  
MISCELLANEOUS

Section 8.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, is intended to give to any person other than the District and the Owner, any right, remedy, claim under or by reason of this Resolution. Any covenants, stipulations, promises or agreements in this Resolution contained by and on behalf of the District shall be for the sole and exclusive benefit of the Owner.

Section 8.02. Execution of Documents and Proof of Ownership by Owner. Any request, declaration or other instrument which this Resolution may require or permit to be executed by Owner may be in one or more instruments of similar tenor, and shall be executed by Owner in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by the Owner or its attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered 2017 Refunding Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Section 8.03. Waiver of Personal Liability. No boardmember, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the 2017 Refunding Bonds; but nothing herein contained shall relieve any such boardmember, officer, agent or employee from the performance of any official duty provided by law.

Section 8.04. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the 2017 Refunding Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the District in trust for the benefit of the Owner.

Section 8.05. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

\*\*\*\*\*

THE FOREGOING RESOLUTION is approved and adopted by the Board of Directors of the Mayers Memorial Hospital District this 28th day of June, 2017.

ATTEST:

\_\_\_\_\_  
President of the Board of Directors

\_\_\_\_\_  
Clerk of the Board of Directors

**EXHIBIT A**  
**FORM OF 2017 REFUNDING BOND**

United States of America  
State of California  
Shasta County

**MAYERS MEMORIAL HOSPITAL DISTRICT**  
**2017 GENERAL OBLIGATION REFUNDING BONDS**

INTEREST RATE:	MATURITY DATE:	ISSUE DATE:
3.250%	September 1, 2047	September 15, 2017

REGISTERED OWNER: United States of America, acting through the Rural Housing Service

PRINCIPAL SUM: FOUR MILLION FIVE HUNDRED SEVENTY-FOUR THOUSAND DOLLARS

The MAYERS MEMORIAL HOSPITAL DISTRICT, a health care district, duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "District"), for value received hereby promises to pay to the Registered Owner stated above (the "Owner"), on the Maturity Date stated above (subject to any right of prior redemption hereinafter provided for), the Principal Sum stated above, in lawful money of the United States of America, and to pay interest thereon in like lawful money; provided however, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the interest payment date to which interest has previously been paid or made available for payment on this Bond) until payment of such Principal Sum in full, at the rate per annum stated above, payable on March 1 and September 1 in each year, commencing March 1, 2018, computed on the basis of a year of 365 days and actual days elapsed. The principal hereof and interest hereon is the Owner through a Pre-Authorized Debt Payment Process arranged by the District with the Owner.

This Bond is issued by the District and designated as "Mayers Memorial Hospital District (Shasta County, California) 2017 General Obligation Refunding Bonds" (the "Bonds"), in an aggregate principal amount of four million five hundred seventy-four thousand dollars (\$4,574,000), pursuant to the provisions of Articles 9 and 11 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code (the "Act"), and pursuant to Resolution No. \_\_ of the District adopted June 28, 2017 (the "Resolution"), authorizing the issuance of the Bonds. Reference is hereby made to the Resolution (copies of which are on file at the office of the Clerk of the Board of Directors of the District) and the Act for a description of the terms on which the Bonds are issued and the rights thereunder of the Owner, to all of the provisions of which Resolution the Owner hereby assents and agrees.

The Bonds are being issued to (a) refund, on current basis, the current interest portion of the District's outstanding current interest Mayers Memorial Hospital District (Shasta County, California) General Obligation Bonds, 2010 Election, 2011 Series A, and (c) pay for costs of issuance of the Bonds.

This Bond and the interest hereon is the general obligation of the District and do not constitute an obligation of the County of Shasta. The District has the power and is obligated to cause the Shasta County Board of Supervisors to levy *ad valorem* taxes for the payment of the Bonds and the interest thereon upon all property within the District subject to taxation by the District. No part of any fund of the County is pledged or obligated to the payment of the Bonds.

The Bonds are callable for redemption prior to their stated maturity date at the option of the District, as a whole, or in part on any date and may be redeemed prior to the maturity thereof by payment of all principal, plus accrued interest to date of redemption, without premium.

The Bonds are also subject to mandatory sinking fund redemption on September 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; provided, however, that if some but not all of the Bonds have been redeemed pursuant to the preceding paragraph, the aggregate principal amount of Bonds to be redeemed under this paragraph shall be reduced on a *pro rata* basis in integral multiples of \$5,000, as shall be designated pursuant to written notice filed by the District with the Owner:

<u>Sinking Fund Redemption Date (September 1)</u>	<u>Principal Amount to be Redeemed</u>	<u>Sinking Fund Redemption Date (September 1)</u>	<u>Principal Amount to be Redeemed</u>
<u>2018</u>	<u>\$ 92,000</u>	<u>2033</u>	<u>\$149,000</u>
<u>2019</u>	<u>95,000</u>	<u>2034</u>	<u>154,000</u>
<u>2020</u>	<u>98,000</u>	<u>2035</u>	<u>159,000</u>
<u>2021</u>	<u>102,000</u>	<u>2036</u>	<u>164,000</u>
<u>2022</u>	<u>105,000</u>	<u>2037</u>	<u>169,000</u>
<u>2023</u>	<u>108,000</u>	<u>2038</u>	<u>175,000</u>
<u>2024</u>	<u>112,000</u>	<u>2039</u>	<u>181,000</u>
<u>2025</u>	<u>115,000</u>	<u>2040</u>	<u>187,000</u>
<u>2026</u>	<u>119,000</u>	<u>2041</u>	<u>193,000</u>
<u>2027</u>	<u>123,000</u>	<u>2042</u>	<u>199,000</u>
<u>2028</u>	<u>127,000</u>	<u>2043</u>	<u>205,000</u>
<u>2029</u>	<u>131,000</u>	<u>2044</u>	<u>212,000</u>
<u>2030</u>	<u>135,000</u>	<u>2045</u>	<u>219,000</u>
<u>2031</u>	<u>140,000</u>	<u>2046</u>	<u>226,000</u>
<u>2032</u>	<u>144,000</u>	<u>2047†</u>	<u>236,000</u>

†Maturity

The District shall give notice of the redemption of the Bonds. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

If an Event of Default, as defined in the Resolution, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Resolution, but such declaration and its consequences may be rescinded and annulled as further provided in the Resolution.

The Bonds are issuable as one fully registered bond, without coupons. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Resolution, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations

The District may treat the Owner hereof as the absolute owner hereof for all purposes, and the District shall not be affected by any notice to the contrary.

The Resolution may be amended without the consent of the Owner to the extent set forth in the Resolution.

This Bonds is given as evidence of a loan to the District made by the United States of America pursuant to the Consolidated Farm and Rural Development Act and shall be subject to the applicable present regulations of the United States Department of Agriculture, Rural Housing Service, and to its applicable future regulations not inconsistent with the express provisions hereof.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of this Bond, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Resolution.

IN WITNESS WHEREOF, the Mayers Memorial Hospital District has caused this Bond to be executed in its name and on its behalf with the facsimile signatures of the President of its Board of Directors and the Clerk of the Board of Directors, all as of the Issue Date stated above.

MAYERS MEMORIAL HOSPITAL DISTRICT

By \_\_\_\_\_  
President of the Board of Directors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Directors

## EXHIBIT B

### FORM OF PURCHASER'S LETTER

Mayers Memorial Hospital District  
Fall River Mills, California

Re: Mayers Memorial Hospital District (Shasta County, California) 2017 General Obligation  
Refunding Bonds

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Ladies and Gentlemen:

The undersigned (the "Purchaser"), being the Purchaser of the above-referenced bonds (the "Bonds") issued pursuant to Article 9 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code (the "Act"), Resolution No. \_\_\_\_\_, adopted by the Board of Trustees of the Mayers Memorial Hospital District (the "District") on June 28, 2017 (the "Resolution"), does hereby certify, represent and warrant for the benefit of the District that:

(a) The Purchaser (MARK OR INDICATE APPROPRIATELY):

is a qualified institutional buyer" (a "Qualified Institutional Buyer") within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the "Securities Act"),

is an "accredited investor" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act (an "Accredited Investor"), or

is a trust, partnership, custodial arrangement or similar entity, interests in which are offered and sold in a private placement or limited offering only to Qualified Institutional Buyers or Accredited Investors.

is an affiliate of \_\_\_\_\_.

(b) The Purchaser understands that the Bonds have not been registered under the United States Securities Act of 1933, as amended, or under any state securities laws. The Purchaser agrees that it will comply with any applicable state and federal securities laws then in effect with respect to any disposition of the Bonds by it, and further acknowledges that any current exemption from registration of the Bonds does not affect or diminish such requirements.

(c) The Purchaser is not now and has never been controlled by, or under common control with, the District. The District has never been and is not now controlled by the Purchaser. The Purchaser has entered into no arrangements with the District or with any affiliate in connection with the Bonds, other than as disclosed to the District.

(d) The Purchaser has authority to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds. The individual who is signing this letter on behalf of the Purchaser is a duly appointed, qualified, and acting officer of the Purchaser and is authorized to cause the Purchaser to make the Bonds, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.

(e) The Purchaser understands that the Bonds are not secured by any pledge of any moneys received or to be received from taxation by the District, the State of California or any political subdivision or taxing District thereof; that the Bonds will never represent or constitute a general obligation or a pledge of the faith and credit of the District, the State of California or any political subdivision thereof; that no right will exist to have taxes levied by the State of California or

any political subdivision thereof for the payment of principal and interest with respect to the Bonds; and that the liability of the District with respect to the Bonds is subject to further limitations as set forth in the Resolution.

(f) The Purchaser has been informed that the Bonds (i) have not been and will not be registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any jurisdiction, and (ii) will not be listed on any stock or other securities exchange.

(g) The Purchaser acknowledges that it has the right to sell and transfer the Bonds, subject to compliance with the transfer restrictions set forth in Section 2.06 of the Resolution, including in certain circumstances the requirement for the delivery to the District of an investor's letter in the same form as this Investor's Letter, including this paragraph. Failure to comply with the provisions of Section 2.06 of the Resolution shall cause the purported transfer to be null and void.

(h) The Purchaser acknowledges that the Bonds are exempt from the requirements of Rule 15c2-12 of the Securities and Exchange Commission and that the District has not undertaken to provide any continuing disclosure with respect to the Bonds.

The Purchaser acknowledges that the sale of the Bonds to the Purchaser is made in reliance upon the certifications, representations and warranties herein by the addressees hereto. Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Resolution.

[PURCHASER]

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_





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**MAYERS MEMORIAL HOSPITAL DISTRICT**

**RESOLUTION NO. 2017-09**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE MAYERS  
MEMORIAL HOSPITAL DISTRICT AUTHORIZING THE ISSUANCE  
AND SALE OF THE DISTRICT'S GENERAL OBLIGATION BONDS,  
ELECTION OF 2010, SERIES B (2017)**

Adopted June 28, 2017

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EXHIBIT A: FORM OF Series B Bond

**MAYERS MEMORIAL HOSPITAL DISTRICT**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE MAYERS  
MEMORIAL HOSPITAL DISTRICT AUTHORIZING THE ISSUANCE  
AND SALE OF THE DISTRICT'S GENERAL OBLIGATION BONDS,  
ELECTION OF 2010, SERIES B (2017)**

RESOLVED, by the Board of Directors (the "Board") of the Mayers Memorial Hospital District (the "District"), as follows:

WHEREAS, a duly called general election was held in the District on November 2, 2010, and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite two-thirds (2/3) vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District to finance certain capital facilities of the District (the "Project"), in the maximum aggregate principal amount of \$14,000,000 (the "Bonds") payable from the levy of an *ad valorem* tax against the taxable property in the District (the "Authorization");

WHEREAS, pursuant to Chapter 4 of Division 23 (commencing with section 32300) of the California Health and Safety Code, the District is empowered to issue general obligation bonds;

WHEREAS, in 2011, the District issued its \$5,000,886.35 Mayers Memorial Hospital District (Shasta County, California) General Obligation Bonds, 2010 Election, 2011 Series A, for the purpose of raising moneys for the Project and other authorized costs

WHEREAS, the District wishes at this time to authorize the issuance and sale of the second series of general obligation bonds under the Authorization in the aggregate principal amount of not to exceed \$3,100,000, its Mayers Memorial Hospital District (Shasta County, California) General Obligation Bonds, Election of 2010, Series B (2017) (the "Series B Bonds") for the purpose of raising moneys for the Project and other authorized costs; and

NOW, THEREFORE, it is hereby RESOLVED, by the Board of Directors of the Mayers Memorial Hospital District, as follows:

## ARTICLE I

### DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings ascribed to them below, unless the context clearly requires some other meaning.

"Act" means Chapter 4 of Division 23 (commencing with section 32300) of the California Health and Safety Code, as is in effect on the date of adoption hereof and as amended hereafter.

"Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

"Authorized Investments" means any investments permitted by law to be made with moneys belonging to, or in the custody of, the District, but only to the extent that the same are acquired at Fair Market Value.

"Board" means the Board of Directors of the District.

"Bond Counsel" means any attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

"Bond Register" means the registration books for the 2017 Refunding Bonds maintained by the District.

"Closing Date" means the date upon which there is an exchange of the Series B Bonds for the proceeds representing the purchase of the Series B Bonds by the Original Owner.

"Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Series B Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Series B Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Costs of Issuance" means all items of expense directly or indirectly reimbursable to the District relating to the issuance, execution and delivery of the Series B Bonds including, but not limited to, filing and recording costs, settlement costs, printing costs, reproduction and binding costs, legal fees and charges, fees for execution, transportation and safekeeping of the Series B Bonds and charges and fees in connection with the foregoing.

"County" means Shasta County, California.

"Debt Service" means the scheduled amount of interest and amortization of principal payable on the Series B Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

*“District Representative”* means the Chief Executive Officer, the Chief Financial Officer, or any other person authorized by resolution of the Board of the District to act on behalf of the District with respect to this Resolution and the Series B Bonds.

*“Fair Market Value”* means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm’s length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term *“Fair Market Value”* means the acquisition price in a bona fide arm’s length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

*“Federal Securities”* means United States Treasury Bonds, bills or certificates of indebtedness or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

*“Interest Payment Date”* means with respect to interest, March 1 and September 1 of each year commencing on March 1, 2018, and with respect to principal, September 1, of each year commencing on September 1, 2018

*“Outstanding”* means, when used as of any particular time with reference to Series B Bonds, all Series B Bonds except:

(a) Series B Bonds theretofore canceled by the District or surrendered to the District for cancellation;

(b) Series B Bonds paid or deemed to have been paid within the meaning of Section 9.02 hereof; and

(c) Series B Bonds in lieu of or in substitution for which other Series B Bonds shall have been authorized, executed, issued and delivered by the District pursuant to this Resolution.

*“Owner”* means the United States of America, acting through the Rural Housing Service, the initial registered owner of the Series B Bonds.

*“Record Date”* means the 15th day of the month preceding each Interest Payment Date.

*“Regulations”* means temporary and permanent regulations promulgated under the Code.

*“Resolution”* means this Resolution, including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

*“Supplemental Resolution”* means any resolution supplemental to or amendatory of this Resolution, adopted by the District in accordance with Article VIII hereof.



*"Treasurer-Tax Collector"* means the County Treasurer-Tax Collector.

*"Series B Bonds"* means the Mayers Memorial Hospital District (Shasta County, California) General Obligation Bonds, Election of 2010, Series B (2017), issued and at any time Outstanding pursuant to this Resolution.

*"Written Request of the District"* means an instrument in writing signed by the District Representative or by any other officer of the District duly authorized by the District and listed on a Written Request of the District for that purpose.

Section 1.02. Authority for this Resolution. This Resolution is entered into pursuant to the provisions of the Act.

## ARTICLE II

### THE SERIES B BONDS

Section 2.01. Authorization. Series B Bonds are hereby authorized to be issued by the District under and subject to the terms of the Act and this Resolution. The principal amount of the Series B Bonds shall be \$3,031,000, being the amount required to finance the current requirements of the Project and to pay the Costs of Issuance. This Resolution constitutes a continuing agreement with the Owner issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and the interest on all Series B Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Series B Bonds shall be designated the "Mayers Memorial Hospital District (Shasta County, California) General Obligation Bonds, Election of 2010, Series B (2017)."

#### Section 2.02. Terms of Series B Bonds.

(a) *Form; Numbering.* The Series B Bonds shall be issued as one fully registered Series B Bond, without coupons, in the aggregate principal amount thereof, maturing on September 1, 2047. The Series B Bonds shall not be (i) assigned a rating by any rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service Bureau.

(b) *Date of Series B Bonds.* The Series B Bonds shall be dated as of the Closing Date.

(d) *Interest.* The Series B Bonds shall bear interest at the rate of 3.250% per annum, payable semi-annually on each Interest Payment Date. Interest on the 2017 Refunding Bonds shall be computed on the basis of a year of 365 days and actual days elapsed.

Each Series B Bond shall bear interest from the Payment Date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of an Payment Date, in which event it shall bear interest from such date, or (ii) it is registered and authenticated prior to an Payment Date and after the close of business on the fifteenth day of the month preceding such Payment Date, in which event it shall bear interest from such Payment Date, or (iii) it is registered and authenticated prior to February 15, 2018, in which event it shall bear interest from the date described in paragraph (b) of this Section 2.02; *provided, however*, that if at the time of authentication of a Series B Bond, interest is in default thereon, such Series B Bond shall bear interest from the Payment Date to which interest has previously been paid or made available for payment thereon.

(d) *Payment.* Principal of and interest on the Series B Bonds (including the final interest payment upon maturity or earlier redemption) will be paid through the Pre-Authorized Debt Payment Process, to be established by the District and approved by the Assignee prior to the Closing Date. Each semiannual payment of interest shall be in the amount of one half of the annual amount of interest due.

(e) *Drawn Down Bonds.* The Series B Bonds are draw-down bonds. Amounts advanced to the District shall be applied to pay the costs of the Project. The total principal amount of the Series B Bonds that may be delivered hereunder is hereby expressly limited to \$3,031,000, provided that the amount of Series B Bonds Outstanding at any time shall include only those Series B Bonds for which the purchase price has been advanced from time to time by the initial Owner. No Series B Bonds may be delivered under the provisions of this Resolution except in



accordance with this Article II. The initial Owner shall fund the purchase price of the Series B Bonds as requested by the District from time to time pursuant to the submittal by the District of an advance request, substantially in the form attached hereto as Exhibit C, approved by the initial Owner. Such funded amount shall be transferred to the District. Amounts required to pay costs of the Project shall be paid by the District. Following each such draw-down, the aggregate amount of Series B Bonds purchased shall be deemed Outstanding and such amount so drawn down shall begin to accrue interest. The first draw-down, on the Closing Date, shall be the amount set forth in Section 3.03.

Section 2.03. Redemption.

(a) *Optional Redemption.* The Series B Bonds shall be subject to optional redemption prior to their stated maturity date in whole or in part on any date at a redemption price equal to the principal amount thereof to be redeemed, plus accrued interest to such date.

(b) *Mandatory Sinking Fund Redemption.* The Series B Bonds shall be subject to mandatory sinking fund redemption on each September 1, commencing September 1, 2020, to and including September 1, 2047, as follows:

<u>Sinking Fund Redemption Date (September 1)</u>	<u>Principal Amount to be Redeemed</u>	<u>Sinking Fund Redemption Date (September 1)</u>	<u>Principal Amount to be Redeemed</u>
<u>2020</u>	<u>\$ 68,000</u>	<u>2034</u>	<u>\$106,000</u>
<u>2021</u>	<u>70,000</u>	<u>2035</u>	<u>110,000</u>
<u>2022</u>	<u>73,000</u>	<u>2036</u>	<u>113,000</u>
<u>2023</u>	<u>75,000</u>	<u>2037</u>	<u>117,000</u>
<u>2024</u>	<u>77,000</u>	<u>2038</u>	<u>121,000</u>
<u>2025</u>	<u>80,000</u>	<u>2039</u>	<u>125,000</u>
<u>2026</u>	<u>82,000</u>	<u>2040</u>	<u>129,000</u>
<u>2027</u>	<u>85,000</u>	<u>2041</u>	<u>133,000</u>
<u>2028</u>	<u>88,000</u>	<u>2042</u>	<u>137,000</u>
<u>2029</u>	<u>91,000</u>	<u>2043</u>	<u>142,000</u>
<u>2030</u>	<u>94,000</u>	<u>2044</u>	<u>147,000</u>
<u>2031</u>	<u>97,000</u>	<u>2045</u>	<u>151,000</u>
<u>2032</u>	<u>100,000</u>	<u>2046</u>	<u>156,000</u>
<u>2033</u>	<u>103,000</u>	<u>2047†</u>	<u>161,000</u>

†Maturity

If some but not all of the Series B Bonds have been redeemed pursuant to the preceding subsection (a) of this Section 2.03, the aggregate principal amount of the Series B Bonds to be redeemed in each year pursuant to this subsection (b) shall be reduced on a *pro rata* basis in integral multiples of \$1,000, as shall be designated pursuant to written notice filed by the District with the Owner.

(c) *Notice of Optional Redemption.* The District shall mail (by first class mail) notice of any redemption to the Owner at least thirty (30) but not more than sixty (60) days prior to the proposed redemption date; *provided, however*, that neither failure to receive any such notice so mailed nor any defect therein shall affect the validity of the proceedings for the redemption of such Series B Bonds or the cessation of the accrual of interest thereon. Such notice shall state the date of the notice, the redemption date, the redemption place and the redemption amount, giving notice also that further interest on such Series B Bonds will not accrue from and after the redemption date.

Notwithstanding the foregoing, in the case of any optional redemption of the Series B Bonds, the notice of redemption shall state that the redemption is conditioned upon sufficient moneys to redeem the Series B Bonds being available on the scheduled redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem the Series B Bonds have not been identified by the District. In the event the District does not identify sufficient funds by the scheduled optional redemption date to so redeem the Series B Bonds to be optionally redeemed, the District shall send written notice to the Owner to the effect that the redemption did not occur as anticipated, and the Series B Bonds for which notice of optional redemption was given shall remain Outstanding for all purposes.

Notice of redemption shall not be required in connection with mandatory sinking fund redemption.

(d) *Partial Redemption of Series B Bonds.* In the event only a portion of the Series B Bonds is called for redemption, then upon surrender of such Series B Bond the District shall execute and deliver to the Owner, at the expense of the District, a new Series B Bond in aggregate principal amount equal to the unredeemed portion of the Series B Bond to be redeemed. Series B Bonds need not be presented for mandatory sinking fund redemptions.

(e) *Effect of Redemption.* From and after the date fixed for redemption, if funds available for the payment of the principal of and interest on the Series B Bonds so called for redemption shall have been duly provided, such Series B Bonds so called shall cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest shall accrue thereon from and after the redemption date specified in such notice. All Series B Bonds redeemed pursuant to this Section 2.03 shall be canceled and shall be destroyed by the District.

Section 2.04. Form of Series B Bonds. The Series B Bonds shall be substantially in the form, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Exhibit A attached hereto.

Section 2.05. Execution of Series B Bonds. The Series B Bonds shall be executed on behalf of the District by the facsimile signatures of the President of its Board and its Clerk who are in office on the date of adoption of this Resolution or at any time thereafter. If any officer whose signature appears on any Series B Bond ceases to be such officer before delivery of the Series B Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Series B Bonds to the Original Owner. Any Series B Bond may be signed and attested on behalf of the District by such persons as at the actual date of the execution of such Series B Bond shall be the proper officers of the District although at the nominal date of such Series B Bond any such person shall not have been such officer of the District.

Section 2.06. Transfer of Bonds.

(a) The registration of Bonds may, in accordance with their terms, be transferred in whole or in part, upon the Bond Register by the person in whose name it is registered, in person or by his attorney duly authorized in writing upon surrender of the Series B Bonds for cancellation at the Principal Office, accompanied by delivery of a written instrument of transfer in a form approved by the District, duly executed. Whenever the Series B Bonds shall be surrendered for registration of transfer, the District shall execute and deliver a Bond for like aggregate principal amount. The District may require the payment by the Bondowner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. The District shall not be required to transfer (i) the Series B Bonds

during the period between the date fifteen (15) days prior to the date of selection of Bonds for redemption and such date of selection, or (ii) any Bonds selected for redemption.

(b) Ownership of the Series B Bonds may be transferred in whole or in part but only to a person that the Bondowner reasonably believes is either:

(A) a qualified institutional buyer within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended,

(B) subject to the requirements of the Securities Act of 1933, as amended, an accredited investor as defined in section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended,

(C) a trust, partnership, custodial arrangement or similar entity, interests in which are offered and sold in a private placement or limited offering only to qualified institutional buyers or, subject to the requirements of the Securities Act of 1933, as amended, accredited investors; or

(D) an affiliate of the Original Owner.

in each case that executes and delivers to the District an investor letter in substantially the form attached hereto as Exhibit B; *provided, however*, if transferred in part, such transfer shall not be to more than five transferees and in amounts less than \$500,000.

Section 2.07. Exchange of Series B Bonds. Series B Bonds may be exchanged at the Principal Office for a like aggregate principal amount of Series B Bonds of authorized denominations and of the same maturity. The District shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Series B Bonds shall be required to be made (a) fifteen days prior to the date established by the District for selection of Series B Bonds for redemption or (b) with respect to a Series B Bond after such Series B Bond has been selected for redemption.

Section 2.08. Bond Register. The District shall keep or cause to be kept sufficient books for the registration and transfer of the Series B Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the District shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Series B Bonds as herein before provided.

Section 2.09. Temporary Series B Bonds. The Series B Bonds may be initially issued in temporary form exchangeable for definitive Series B Bonds when ready for delivery. The temporary Series B Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the District, and may contain such reference to any of the provisions of this Resolution as may be appropriate. Every temporary Series B Bond shall be executed by the District upon the same conditions and in substantially the same manner as the definitive Series B Bonds. If the District issues temporary Series B Bonds it will execute and furnish definitive Series B Bonds without delay, and thereupon the temporary Series B Bonds may be surrendered, for cancellation, in exchange therefor at the District and the District shall deliver in exchange for such temporary Series B Bonds an equal aggregate principal amount of definitive Series B Bonds of authorized denominations. Until so exchanged, the temporary Series B Bonds shall be entitled to the same benefits pursuant to this Resolution as definitive Series B Bonds executed and delivered hereunder.

**Section 2.10. Series B Bonds Mutilated, Lost, Destroyed or Stolen.** If the Series B Bond shall become mutilated the District, at the expense of the Owner, shall execute and deliver, a new Series B Bond in exchange and substitution for the Series B Bond so mutilated, but only upon surrender to the District of the Series B Bond so mutilated. Every mutilated Series B Bond so surrendered to the District shall be canceled by it. If any Series B Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and, if such evidence be satisfactory to the District and indemnity satisfactory to it shall be given, the District, at the expense of the Owner, shall execute and deliver, a new Series B Bond of like maturity and principal amount in lieu of and in substitution for the Series B Bond so lost, destroyed or stolen. The District may require payment of a sum not exceeding the actual cost of preparing each new Series B Bond issued under this Section 2.07 and of the expenses which may be incurred by the District in connection therewith. Any Series B Bond issued under the provisions of this Section 2.07 in lieu of any Series B Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the Series B Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Resolution with all other Series B Bonds issued pursuant to this Resolution.

## ARTICLE III

### ISSUE OF SERIES B BONDS; APPLICATION OF SERIES B BOND PROCEEDS; SECURITY FOR THE SERIES B BONDS

Section 3.01. Issuance, Award and Delivery of Series B Bonds. At any time after the execution of this Resolution the District may issue and deliver the Series B Bonds, subject to the limitations set forth in Section 4.01.

The District Representatives shall be, and are hereby, directed to cause the Series B Bonds to be printed, signed and delivered to the Owner on receipt of the purchase price therefor and upon performance of the conditions contained herein.

#### Section 3.02. Funds and Accounts.

(a) *Building Fund.* The fund, known as the "Mayers Memorial Hospital District, General Obligation Bonds, Election of 2014, Series B (2017) Building Fund" (the "Building Fund"), is hereby created and established with the District. Moneys deposited therein from the proceeds of the Series B Bonds shall be used solely for the purpose for which the Series B Bonds are being issued and shall be applied solely to authorized purposes which relate to the acquisition or improvement of real property and for the payment of Costs of Issuance of the Series B Bonds if sufficient moneys are available therefor in the Costs of Issuance Fund. The interest earned on the moneys deposited to the Building Fund shall be retained in the Building Fund and used for the purposes thereof. Any amounts remaining on deposit in the Building Fund and not needed for the purposes of the Series B Bonds shall be withdrawn from the Building Fund and transferred to Treasurer-Tax Collector for deposit in the Interest and Sinking Fund, to be applied to the payment of Debt Service. The District shall, from time to time, disburse amounts from the Building Fund to pay costs of the Project. Amounts in the Building Fund shall be invested so as to be available for the aforementioned disbursements. The District shall keep a written record of disbursements from the Building Fund. Moneys held in the Building Fund shall be invested by the District pursuant to law and the investment policy of the District.

(b) *Interest and Sinking Fund.* The fund, known as the "Mayers Memorial Hospital District, General Obligation Bonds Interest and Sinking Fund" (the "Interest and Sinking Fund"), previously established and maintained by the Treasurer-Tax Collector for the District is hereby continued for the Series B Bonds. Moneys deposited therein shall be used only for payment of principal and interest on all general obligation bonds of the District. If, after payment in full of all of the District's general obligation bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District. Notwithstanding the foregoing provisions of this Section 3.02(b), any excess proceeds of the Series B Bonds not needed for the authorized purposes set forth herein for which the Series B Bonds are being issued shall be applied solely in a manner which is consistent with the requirements of applicable state and federal tax law, including but not limited to the requirements of federal tax law (if any) relating to the yield at which such proceeds are permitted to be invested. The interest earned on the moneys deposited to the Interest and Sinking Fund shall be retained in the Interest and Sinking Fund and used for the purposes thereof. By receipt of a copy of this resolution, the Treasurer-Tax Collector is hereby requested to continue and maintain the Interest and Sinking Fund. Moneys held in the Interest and Sinking Fund shall be invested at the Treasurer-Tax Collector's discretion, unless otherwise directed in writing by the District, pursuant to law and the investment policy of the County.



(c) *Costs of Issuance Fund.* A fund, to be known as the "Mayers Memorial Hospital District, General Obligation Bonds, Election of 2010, Series B (2017 Costs of Issuance Fund" (the "Costs of Issuance Fund"), is hereby created and established with the District. Moneys deposited therein from the proceeds of the Series B Bonds shall be used solely for the payment of Costs of Issuance of the Series B Bonds. The District shall keep a written record of disbursements from the Costs of Issuance Fund. Moneys held in the Costs of Issuance Fund shall be invested by the District pursuant to law and the investment policy of the District.

Section 3.03. Application of Proceeds of Sale of Series B Bonds. The initial proceeds received by the District from the sale of the Series B Bonds, being the first advance and first draw-down, shall be deposited by the District in the Costs of Issuance Fund.

Section 3.04. Security for the Series B Bonds. There shall be levied by the County on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Series B Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Series B Bonds when due, which moneys when collected will be placed in the Interest and Sinking Fund of the District, which fund is irrevocably pledged for the payment of the principal of and interest on the Series B Bonds when and as the same fall due. The moneys in the Interest and Sinking Fund, to the extent necessary to pay the principal of and interest on the Series B Bonds as the same become due and payable, shall be transferred by the County to the District, as necessary to pay the principal of and interest on the Series B Bonds. The property taxes and amounts held in the Interest and Sinking Fund of the District shall immediately be subject to this pledge, and the pledge shall constitute a lien and security interest which shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. The pledge is an agreement between the District and the Owner in addition to the statutory lien that exists (as described below), and the Series B Bonds were issued to refinance one or more capital projects authorized by the voters of the District and not to finance the general purposes of the District.

Additionally, in accordance with section 53515(a) of the Government Code, the Series B Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of the tax for the payment of bonds authorized by the voters of the District. The lien shall automatically attach without further action or authorization by the District or the County. The lien shall be valid and binding from the time the Series B Bonds are executed and delivered. The revenues received pursuant to the levy and collection of the tax shall be immediately subject to the lien, and the lien shall automatically attach to the revenues and be effective, binding, and enforceable against the District, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any physical delivery, recordation, filing, or further act.

## ARTICLE IV

### SALE OF BONDS; OFFICIAL ACTION

Section 4.01. Sale of the Series B Bonds. The Board hereby authorizes the negotiated sale of the Series B Bonds to the Owner.

Section 4.02. Official Action. All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the Series B Bonds are hereby approved, and the District Representatives, and any and all other officers of the District are hereby authorized and directed for and in the name and on behalf of the District, to do any and all things and take any and all actions relating to the execution and delivery of any and all certificates, requisitions, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Series B Bonds in accordance with this Resolution.

Section 4.03. Regulations. The Series B Bonds are given as evidence of a loan to the District made by the United States of America pursuant to the Consolidated Farm and Rural Development Act and shall be subject to the applicable present regulations of the United States Department of Agriculture, Rural Housing Service, and to its applicable future regulations not inconsistent with the express provisions hereof.

## ARTICLE V

### COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The District will punctually pay, or cause to be paid, the principal of and interest on the Series B Bonds, in strict conformity with the terms of the Series B Bonds and of this Resolution, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and of the Series B Bonds. Nothing herein contained shall prevent the District from making advances of its own moneys, howsoever derived, to any of the uses or purposes permitted by law.

Section 5.02. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the District will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Series B Bonds and will not, directly or indirectly, approve any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the District, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Resolution, except subject to the prior payment in full of the principal of all of the Series B Bonds then Outstanding and of all claims for interest which shall not have so extended or funded.

Section 5.03. Protection of Security and Rights of the Owner. The District will preserve and protect the security of the Series B Bonds and the rights of the Owner, and will warrant and defend its rights against all claims and demands of all persons. From and after the sale and delivery of any of the Series B Bonds by the District, the Series B Bonds shall be incontestable by the District.

Section 5.04. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owner of the rights and benefits provided in this Resolution.

#### Section 5.05. Tax Covenants.

(a) *Private Activity Bond Limitation*. The District shall assure that the proceeds of the Series B Bonds are not so used as to cause the Series B Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

(b) *Federal Guarantee Prohibition*. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series B Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

(c) *Rebate Requirement*. The District shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Series B Bonds.

(d) *No Arbitrage*. The District shall not take, or permit or suffer to be taken, any action with respect to the proceeds of the Series B Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of



issuance of the Series B Bonds would have caused the Series B Bonds to be “arbitrage bonds” within the meaning of section 148 of the Code.

(e) *Maintenance of Tax-Exemption.* The District shall take all actions necessary to assure the exclusion of interest on the Series B Bonds from the gross income of the Owner to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Series B Bonds.

## ARTICLE VI

### EVENTS OF DEFAULT AND REMEDIES OF BONDOWNERS

Section 6.01. Events of Default. The following events ("Events of Default") shall be events of default hereunder:

(a) if default shall be made in the due and punctual payment of the principal of on any Series B Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) if default shall be made in the due and punctual payment of any installment of interest on any Series B Bond when and as such interest installment shall become due and payable;

(c) if default shall be made by the District in the observance of any of the covenants, agreements or conditions on its part in this Resolution or in the Series B Bonds contained, and such default shall have continued for a period of thirty (30) days after written notice thereof to the District; or

(d) if the District shall file a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction shall approve a petition, seeking reorganization of the District under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property.

Section 6.02. Remedies of Owner. The Owner shall have the right:

(a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series B Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Owner' rights; or

(c) upon the happening of any Event of Default, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 6.03. Non-Waiver. Nothing in this Article VII or in any other provision of this Resolution, or in the Series B Bonds, shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Series B Bonds to the respective Owner at the respective dates of maturity, as herein provided, or affect or impair the right of action, which is also absolute and unconditional, of such Owner to institute suit to enforce such payment by virtue of the contract embodied in the Series B Bonds.

A waiver of any default by the Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of the Owner to exercise any right or power accruing upon any default shall impair any such right or power or

shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Owner by this Article VI may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owner.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Owner, the District and the Owner shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 6.04. Remedies Not Exclusive. No remedy herein conferred upon the Owner of Series B Bonds shall be exclusive of any other remedy and that each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Owner.

## ARTICLE VII

### SUPPLEMENTAL RESOLUTIONS

Section 7.01. Supplemental Resolutions Effective Without Consent of the Owner. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the District may be adopted, which, without the requirement of consent of the Owner, shall be fully effective in accordance with its terms:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(d) to cure any ambiguity, supply and omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(e) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Series B Bonds.

Section 7.02. Supplemental Resolutions Effective With Consent to the Owner. Any modification or amendment of this Resolution and of the rights and obligations of the District and of the Owner, in any particular, may be made by a Supplemental Resolution, with the written consent of the Owner of at least two-thirds in aggregate principal amount of the Series B Bonds Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of maturity of the principal of any Outstanding Series B Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, or shall reduce the percentage of Series B Bonds the consent of the Owner of which is required to effect any such modification or amendment, or shall change any of the provisions in Section 7.01 hereof relating to Events of Default, or shall reduce the amount of moneys pledged for the repayment of the Series B Bonds without the consent of all the Owner of such Series B Bonds.

ARTICLE VIII  
MISCELLANEOUS

Section 8.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, is intended to give to any person other than the District and the Owner, any right, remedy, claim under or by reason of this Resolution. Any covenants, stipulations, promises or agreements in this Resolution contained by and on behalf of the District shall be for the sole and exclusive benefit of the Owner.

Section 8.02. Execution of Documents and Proof of Ownership by Owner. Any request, declaration or other instrument which this Resolution may require or permit to be executed by Owner may be in one or more instruments of similar tenor, and shall be executed by Owner in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by the Owner or its attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Series B Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Section 8.03. Waiver of Personal Liability. No boardmember, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Series B Bonds; but nothing herein contained shall relieve any such boardmember, officer, agent or employee from the performance of any official duty provided by law.

Section 8.04. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series B Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the District in trust for the benefit of the Owner.

Section 8.05. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

\*\*\*\*\*

THE FOREGOING RESOLUTION is approved and adopted by the Board of Directors of the Mayers Memorial Hospital District this 28th day of June, 2017.

ATTEST:

---

President of the Board of Directors

---

Clerk of the Board of Directors

**EXHIBIT A**  
**FORM OF SERIES B BOND**

United States of America  
State of California  
Shasta County

MAYERS MEMORIAL HOSPITAL DISTRICT  
GENERAL OBLIGATION BONDS, ELECTION OF 2010, SERIES B (2017)

INTEREST RATE:	MATURITY DATE:	ISSUE DATE:
3.250%	September 1, 2047	September 15, 2017

REGISTERED OWNER: United States of America acting through the Rural Housing Service

PRINCIPAL SUM: Up to THREE MILLION THIRTY-ONE THOUSAND DOLLARS

The MAYERS MEMORIAL HOSPITAL DISTRICT, a health care district, duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "District"), for value received hereby promises to pay to the Registered Owner stated above (the "Owner"), on the Maturity Date stated above (subject to any right of prior redemption hereinafter provided for), the Principal Sum stated above, in lawful money of the United States of America, and to pay interest thereon in like lawful money; provided however, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the interest payment date to which interest has previously been paid or made available for payment on this Bond) until payment of such Principal Sum in full, at the rate per annum stated above, payable on March 1 and September 1 in each year, commencing March 1, 2018, computed on the basis of a year of 365 days and actual days elapsed. The principal hereof and interest hereon is the Owner through a Pre-Authorized Debt Payment Process arranged by the District with the Owner.

This Bond may be issued, authenticated and delivered in several increments (each such issuance, authentication and delivery referred to herein as an "Advance"). The date and amount of each Advance shall be listed in Schedule A attached hereto. In no case may the total of Advances for the Bonds exceed the Maximum Principal Amount set forth above.

This Bond is issued by the District and designated as "Mayers Memorial Hospital District (Shasta County, California) General Obligation Bonds, Election of 2010, Series B (2017)" (the "Bonds"), in an aggregate principal amount of up to three million thirty-one thousand dollars (\$3,031,000), pursuant to the provisions of Chapter 4 of Division 23 (commencing with section 32300) of the California Health and Safety Code (the "Act"), and pursuant to Resolution No. \_\_\_ of the District adopted June 28, 2017 (the "Resolution"), authorizing the issuance of the Bonds. Reference is hereby made to the Resolution (copies of which are on file at the office of the Clerk of the Board of Directors of the District) and the Act for a description of the terms on which the Bonds are issued and the rights thereunder of the Owner, to all of the provisions of which Resolution the Owner hereby assents and agrees.

The Bonds are being issued to (a) finance projects authorized by the voters of the District on November 2, 2010, and (c) pay for costs of issuance of the Bonds.

This Bond and the interest hereon is the general obligation of the District and do not constitute an obligation of the County of Shasta. The District has the power and is obligated to cause the Shasta County Board of Supervisors to levy *ad valorem* taxes for the payment of the Bonds and the interest thereon upon all property within the District subject to taxation by the District. No part of any fund of the County is pledged or obligated to the payment of the Bonds.



The Bonds are callable for redemption prior to their stated maturity date at the option of the District, as a whole, or in part on any date and may be redeemed prior to the maturity thereof by payment of all principal, plus accrued interest to date of redemption, without premium.

The Bonds are also subject to mandatory sinking fund redemption on September 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; provided, however, that if some but not all of the Bonds have been redeemed pursuant to the preceding paragraph, the aggregate principal amount of Bonds to be redeemed under this paragraph shall be reduced on a *pro rata* basis in integral multiples of \$5,000, as shall be designated pursuant to written notice filed by the District with the Owner:

<u>Sinking Fund Redemption Date (September 1)</u>	<u>Principal Amount to be Redeemed</u>	<u>Sinking Fund Redemption Date (September 1)</u>	<u>Principal Amount to be Redeemed</u>
<u>2020</u>	<u>\$ 68,000</u>	<u>2034</u>	<u>\$106,000</u>
<u>2021</u>	<u>70,000</u>	<u>2035</u>	<u>110,000</u>
<u>2022</u>	<u>73,000</u>	<u>2036</u>	<u>113,000</u>
<u>2023</u>	<u>75,000</u>	<u>2037</u>	<u>117,000</u>
<u>2024</u>	<u>77,000</u>	<u>2038</u>	<u>121,000</u>
<u>2025</u>	<u>80,000</u>	<u>2039</u>	<u>125,000</u>
<u>2026</u>	<u>82,000</u>	<u>2040</u>	<u>129,000</u>
<u>2027</u>	<u>85,000</u>	<u>2041</u>	<u>133,000</u>
<u>2028</u>	<u>88,000</u>	<u>2042</u>	<u>137,000</u>
<u>2029</u>	<u>91,000</u>	<u>2043</u>	<u>142,000</u>
<u>2030</u>	<u>94,000</u>	<u>2044</u>	<u>147,000</u>
<u>2031</u>	<u>97,000</u>	<u>2045</u>	<u>151,000</u>
<u>2032</u>	<u>100,000</u>	<u>2046</u>	<u>156,000</u>
<u>2033</u>	<u>103,000</u>	<u>2047†</u>	<u>161,000</u>

†Maturity

The District shall give notice of the redemption of the Bonds. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

If an Event of Default, as defined in the Resolution, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Resolution, but such declaration and its consequences may be rescinded and annulled as further provided in the Resolution.

The Bonds are issuable as one fully registered bond, without coupons. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Resolution, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations.

The District may treat the Owner hereof as the absolute owner hereof for all purposes, and the District shall not be affected by any notice to the contrary.

The Resolution may be amended without the consent of the Owner to the extent set forth in the Resolution.

This Bonds is given as evidence of a loan to the District made by the United States of America pursuant to the Consolidated Farm and Rural Development Act and shall be subject to the applicable present regulations of the United States Department of Agriculture, Rural Housing Service, and to its applicable future regulations not inconsistent with the express provisions hereof.



It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of this Bond, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Resolution.

IN WITNESS WHEREOF, the Mayers Memorial Hospital District has caused this Bond to be executed in its name and on its behalf with the facsimile signatures of the President of its Board of Directors and the Clerk of the Board of Directors, all as of the Issue Date stated above.

MAYERS MEMORIAL HOSPITAL DISTRICT

By \_\_\_\_\_  
President of the Board of Directors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Directors

**SCHEDULE A**  
**SCHEDULE OF ADVANCES**

<u>Date of Advance</u>	<u>Amount of Advance</u>	<u>Total of All Advances</u>	<u>District Signature</u>
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**EXHIBIT B**  
**FORM OF PURCHASER'S LETTER**

Mayers Memorial Hospital District  
Fall River Mills, California

Re: Mayers Memorial Hospital District (Shasta County, California) General Obligation Bonds,  
Election of 2010, Series B (2017)

---

Ladies and Gentlemen:

The undersigned (the "Purchaser"), being the Purchaser of the above-referenced bonds (the "Bonds") issued pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53506) of the California Government Code (the "Act"), Resolution No. \_\_\_\_\_, adopted by the Board of Trustees of the Mayers Memorial Hospital District (the "District") on June 28, 2017 (the "Resolution"), does hereby certify, represent and warrant for the benefit of the District that:

(a) The Purchaser (MARK OR INDICATE APPROPRIATELY):

is a qualified institutional buyer" (a "Qualified Institutional Buyer") within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the "Securities Act"),

is an "accredited investor" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act (an "Accredited Investor"), or

is a trust, partnership, custodial arrangement or similar entity, interests in which are offered and sold in a private placement or limited offering only to Qualified Institutional Buyers or Accredited Investors.

is an affiliate of \_\_\_\_\_.

(b) The Purchaser understands that the Bonds have not been registered under the United States Securities Act of 1933, as amended, or under any state securities laws. The Purchaser agrees that it will comply with any applicable state and federal securities laws then in effect with respect to any disposition of the Bonds by it, and further acknowledges that any current exemption from registration of the Bonds does not affect or diminish such requirements.

(c) The Purchaser is not now and has never been controlled by, or under common control with, the District. The District has never been and is not now controlled by the Purchaser. The Purchaser has entered into no arrangements with the District or with any affiliate in connection with the Bonds, other than as disclosed to the District.

(d) The Purchaser has authority to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds. The individual who is signing this letter on behalf of the Purchaser is a duly appointed, qualified, and acting officer of the Purchaser and is authorized to cause the Purchaser to make the Bonds, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.

(e) The Purchaser understands that the Bonds are not secured by any pledge of any moneys received or to be received from taxation by the District, the State of California or any political subdivision or taxing District thereof; that the Bonds will never represent or constitute a general obligation or a pledge of the faith and credit of the District, the State of California or any political subdivision thereof; that no right will exist to have taxes levied by the State of California or

any political subdivision thereof for the payment of principal and interest with respect to the Bonds; and that the liability of the District with respect to the Bonds is subject to further limitations as set forth in the Resolution.

(f) The Purchaser has been informed that the Bonds (i) have not been and will not be registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any jurisdiction, and (ii) will not be listed on any stock or other securities exchange.

(g) The Purchaser acknowledges that it has the right to sell and transfer the Bonds, subject to compliance with the transfer restrictions set forth in Section 2.06 of the Resolution, including in certain circumstances the requirement for the delivery to the District of an investor's letter in the same form as this Investor's Letter, including this paragraph. Failure to comply with the provisions of Section 2.06 of the Resolution shall cause the purported transfer to be null and void.

(h) The Purchaser acknowledges that the Bonds are exempt from the requirements of Rule 15c2-12 of the Securities and Exchange Commission and that the District has not undertaken to provide any continuing disclosure with respect to the Bonds.

The Purchaser acknowledges that the sale of the Bonds to the Purchaser is made in reliance upon the certifications, representations and warranties herein by the addressees hereto. Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Resolution.

[PURCHASER]

By \_\_\_\_\_  
Name \_\_\_\_\_

**EXHIBIT C**

**FORM OF ADVANCE REQUEST**

\$ \_\_\_\_\_  
**Mayers Memorial Hospital District  
(Shasta County, California)  
General Obligation Bonds,  
Election of 2010, Series B (2017)**

**ADVANCE REQUEST**

The undersigned hereby states and certifies:

(i) that the undersigned is the duly appointed, qualified and acting \_\_\_\_\_ of the Mayers Memorial Hospital District, a healthcare district duly organized and existing under the laws of the State of California (the "District"), and as such, is familiar with the facts herein certified and is authorized to certify the same on behalf of the District;

(ii) that the undersigned is a duly designated District Representative, as such term is defined in Resolution No. \_\_, adopted by the Board of Trustees of the District on June 28, 2017 (the "Resolution");

(iii) that the District hereby requests that United States of America, acting through the Rural Housing Service, as initial Owner (as defined in the Resolution"), advance the sum of \$\_\_\_\_\_ to the District, being a draw-down and additional purchase price of the Series B Bonds (as defined in the Resolution), as contemplated by the Resolution, with interest to accrue on such amount when advanced;

(iv) that such advance will be applied to the payment or reimbursement of the costs of the Project (as defined in the Resolution) listed on Exhibit A attached to this Advance Request;

(v) that no Event of Default has occurred or is continuing under the Resolution and each representation and warranty set forth in such documents remains true and correct except for such representations and warranties that are no longer true due to the passage of time;

(vi) that the total amount drawn down to date is \$\_\_\_\_\_; and

(vii) that this advance request [IS] [IS NOT] the final advance request.

Dated: \_\_\_\_\_, 20\_\_

MAYERS MEMORIAL HIOSPITAL  
DISTRICT

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED:

UNITED STATES OF AMERICA, ACTING  
THROUGH THE RURAL HOUSING  
SERVICE

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**MAYERS MEMORIAL HOSPITAL DISTRICT**

**RESOLUTION NO. 2017-10a**

**RESOLUTION APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE OFFERING AND SALE OF CERTIFICATES OF PARTICIPATION RELATING THERETO TO FINANCE CAPITAL PROJECTS AND REFINANCE PRIOR OBLIGATIONS AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO**

RESOLVED, by the Board of Directors (the "Board") of the Mayers Memorial Hospital District (the "District"), as follows:

WHEREAS, the District, working with Municipal Asset Management, Inc., has heretofore caused the execution and delivery of the \$2,000,000 Certificates of Participation (2011 Financing Project)(the "2011 Certificates"), representing undivided fractional interests of the owners thereof in note payments to be made by the District, delivered to refinance certain outstanding obligations of the District;

WHEREAS, the 2011 Certificates are currently outstanding in the principal amount of \$1,765,000;

WHEREAS, the District, with the assistance of the Public Property Financing Corporation of California (the "Corporation"), has determined at this time, due to prevailing interest rates in the municipal bond market and for other reasons, to refund the 2011 Certificates and to finance construction of a new wing to replace the seismically noncompliant original hospital wing that has the Emergency, Laboratory and Radiology Departments, enabling the District to meet state seismic requirements and remain operational past January 1, 2020 (the "Project"), and to implement a lease financing for such purposes; and

WHEREAS, it is in the public interest and for the public benefit that the District authorize and direct execution of the Lease Agreement (hereinafter defined) and certain other financing documents in connection therewith; and

WHEREAS, pursuant to a letter of conditions, dated August 27, 2015, the United States of America, acting through the Rural Housing Service (the "Purchaser"), has purchase obligations of the District evidenced by the Certificates of Participation (hereinafter defined); and

WHEREAS, the documents below specified shall be filed with the District and the members of the Board, with the aid of its staff, shall review said documents.

NOW, THEREFORE, it is hereby ORDERED and DETERMINED, as follows:

*Section 1.* Certificates of Participation, Series A (2017 Capital Improvement Project) (the "Series A Certificates") are hereby authorized to be executed and delivered pursuant to the provisions of the Trust Agreement (as hereinafter defined), to finance a portion of the Project. Certificates of Participation, Series B (2017 Capital Improvement and Refinancing Project) (the "Series B Certificates" and, with the Series A Certificates, the "Certificates") are hereby authorized to be executed and delivered pursuant to the provisions of the Trust Agreement, to finance the remaining portion of the Project and to refund the 2011 Certificates.

*Section 3.* The below-enumerated documents, in the forms on file with the Secretary, be and are hereby approved, and the President, the Chief Executive Officer or the Chief Financial Officer, or the designee thereof, or the assignee of any such official (each, a "Designated Officer"), are hereby authorized and directed to execute said documents, with such changes, insertions and omissions as may be approved by such officials, and the Secretary is hereby authorized and directed to attest to such official's signature:

(a) a site and facility lease, by and between the District, as lessor, and the Corporation, as lessee, pursuant to which the District will lease certain existing property and improvements thereon (the "Property") to the Corporation, for the purpose of leasing the Property to the District pursuant to the Lease Agreement;

(b) a lease agreement relating to the Property, between the Corporation, as lessor, and the District, as lessee (the "Lease Agreement"), so long as the principal amount of the Lease Agreement is not greater than \$14,200,000, the interest rate payable with respect to the Lease Agreement does not exceed 3.25% and the Lease Agreement shall be for a term ending no later than September 1, 2057; and

(c) a trust agreement, by and among the Corporation, the District and the Mayers Memorial Hospital District Treasurer, as trustee (the "Trustee"), relating to the execution and delivery of the Certificates (the "Trust Agreement").

*Section 4.* The President, the Chief Executive Officer, the Chief Financial Officer, the Secretary and all other appropriate officials of the District are hereby authorized and directed to execute such other agreements, documents and certificates as may be necessary to effect the purposes of this resolution and the financing herein authorized.

*Section 10.* This Resolution shall take effect upon its adoption by this Board.

\*\*\*\*\*

I, the undersigned hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Board Directors of the Mayers Memorial Hospital District in a regular meeting assembled on the 28th day of June, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary



**PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA**

**RESOLUTION NO. 2017-10b**

**RESOLUTION APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE OFFERING AND SALE OF CERTIFICATES OF PARTICIPATION RELATING THERETO TO FINANCE AND REFINANCE CAPITAL PROJECTS FOR THE MAYERS MEMORIAL HOSPITAL DISTRICT AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO**

RESOLVED, by the Board of Directors (the "Board") of the Public Property Financing Corporation of California (the "Corporation"):

WHEREAS, the Mayers Memorial Hospital District (the "District"), working with Municipal Asset Management, Inc., has heretofore caused the execution and delivery of the \$2,000,000 Certificates of Participation (2011 Financing Project)(the "2011 Certificates"), representing undivided fractional interests of the owners thereof in note payments to be made by the District, delivered to refinance certain outstanding obligations of the District;

WHEREAS, the 2011 Certificates are currently outstanding in the principal amount of \$1,765,000;

WHEREAS, the District, with the assistance of the Corporation, has determined at this time, due to prevailing interest rates in the municipal bond market and for other reasons, to refund the 2011 Certificates and to finance construction of a new wing to replace the seismically noncompliant original hospital wing that has the Emergency, Laboratory and Radiology Departments, enabling the District to meet state seismic requirements and remain operational past January 1, 2020 (the "Project"), and to implement a lease financing for such purposes; and

WHEREAS, it is in the public interest and for the public benefit that the Corporation authorize and direct execution of the Lease Agreement (hereinafter defined) and certain other financing documents in connection therewith; and

WHEREAS, the documents below specified shall be filed with the Corporation and the members of the Board, with the aid of its staff, shall review said documents;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

*Section 1.* Certificates of Participation, Series A (2017 Capital Improvement Project) (the "Series A Certificates") are hereby authorized to be executed and delivered pursuant to the provisions of the Trust Agreement (as hereinafter defined), to finance a portion of the Project. Certificates of Participation, Series B (2017 Capital Improvement and Refinancing Project) (the "Series B Certificates" and, with the Series A Certificates, the "Certificates") are hereby authorized to be executed and delivered pursuant to the provisions of the Trust Agreement, to finance the remaining portion of the Project and to refund the 2011 Certificates.

*Section 2.* The below-enumerated documents, in the forms on file with the Secretary, be and are hereby approved, and the President, the Treasurer and the Secretary are each hereby authorized and directed to execute said documents, with such changes, insertions and

omissions as may be approved by such official, the execution thereof to be conclusive evidence of such approval

(a) a site and facility lease, by and between the District, as lessor, and the Corporation, as lessee, pursuant to which the District will lease certain existing property and improvements thereon (the "Property") to the Corporation, for the purpose of leasing the Property to the District pursuant to the Lease Agreement;

(b) a lease agreement relating to the Property, between the Corporation, as lessor, and the District, as lessee (the "Lease Agreement");

(c) an assignment agreement, by and between the Corporation and the Mayers Memorial Hospital District Treasurer, as trustee (the "Trustee"), pursuant to which the Corporation will assign certain of its rights under the Lease Agreement, including its right to receive lease payments thereunder, to the Trustee; and

(d) a trust agreement, by and among the Corporation, the District and the Trustee, relating to the execution and delivery of the Certificates (the "Trust Agreement");

*Section 3.* The President, the Treasurer, the Secretary and other officials of the Corporation are hereby authorized and directed to execute such other agreements, documents and certificates as may be necessary to effect the purposes of this resolution and the lease financing herein authorized.

*Section 4.* This Resolution shall take effect upon its adoption by the Board.

\*\*\*\*\*

I, the undersigned hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Board of Directors of the Public Property Financing Corporation of California in a regular meeting assembled on the \_\_\_\_ day of \_\_\_\_\_, 2017, by the following vote to wit:

YAES:

NOES:

ABSENT:

ABSTENTIONS:

---

Secretary



Mayers Memorial Hospital District

Chief Executive Officer  
Louis Ward, MHA

Board of Directors  
Michael D. Kerns, President  
Beatriz Vasquez, PhD,  
Vice President  
Abe Hathaway, Secretary  
Allen Albaugh, Treasurer  
Laura Beyer, Director

REQUEST FOR PROPOSAL

Medical Imaging Equipment

Package and Individual

RFP 1-1

Mayers Memorial Hospital District | Confidential | RFP – 1-1

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# 1. INTRODUCTION

## 1.1 OVERVIEW

### 1.1.1 PURPOSE FOR THIS REQUEST FOR PROPOSAL

This RFP outlines Mayers Memorial Hospital Districts (hereinafter, MMHD) management's desire to conduct a formal request for proposal for the purchase of Medical Imaging Equipment Package for the MMHD 2018 / 2019 expansion project.

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### 1.1.2 MAYERS MEMORIAL HOSPITAL DISTRICT OVERVIEW

MMHD is a healthcare district comprised of two facilities-Mayers Memorial Hospital and the Burney Annex. MMHD has a total number of 121 beds between both facilities which serve the Intermountain Area.

**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.

**Vision** - The vision of Mayers Memorial Hospital District is to become the provider of first choice for our community by being a leader in rural healthcare.

**Organizational Values** - Teamwork. Leadership. Commitment. Quality. Responsibility. Safety.

MMDH is an essential part of the healthcare system of the intermountain area providing comprehensive, quality care to the residents and visitors of all ages, faiths and races in a rural setting.

## **1.2 INFORMATION GOVERNING DOCUMENTS TO BE SUBMITTED**

### **1.2.1 PROPOSAL RESPONSE DELIVERY**

- Submit one (1) original and three (3) copies of your proposal response to:

Ryan Harris

Director of Operations

Mayers Memorial Hospital District

PO BOX 459

Fall River Mills, CA96028

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### **1.2.2 DATE AND TIME OF SUBMISSION**

Response must be received on or before Monday June 19<sup>th</sup>, 4pm PDT. Proposals received after the due date may be rejected by MMHD.

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### **1.2.3 CONTACT FOR ISSUES AND INFORMATION REQUESTS**

All inquiries concerning this RFP and/or requests for additional information should be directed in writing to:

Ryan Harris

Director of Operations

Mayers Memorial Hospital District

PO BOX 459

Fall River Mills, CA96028

Email: [rharris@mayersmemorial.com](mailto:rharris@mayersmemorial.com)

Phone: (530) 336-7556

### **1.2.4 USE AND DISCLOSURE OF INFORMATION**

MMHD will consider all responses to this RFP as confidential and proprietary to the vendor submitting the request. The information contained in the RFP is proprietary to Mayers Memorial Hospital District and must be treated by responders as confidential. The information is to be used by each vendor only for the purpose of preparing a response to the RFP. The information shall not be used or shared with other parties for any other purpose without MMHD's written permission.

Any document submitted which is identified as confidential information must be marked on the outside as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information.

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### **1.2.5 ACCEPTANCE OR REJECTION OF SUBMISSIONS**

MMHD reserves the right to reject any part of or all submissions, to waive technicalities or irregularities, and to accept any response it determines to be in MMHD's best interest. The acceptance of any submission shall not in any way cause MMHD to incur any liability or obligation to the vendor, financial or otherwise.

MMHD reserves the right to contact vendors after the submission of proposals for the purpose of clarifying a proposal and to ensure mutual understanding. Such contact for clarification will not allow the vendor to modify or amend its proposal. All contact with vendor for clarification purposes will be made in writing. All vendor responses will be in writing.

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### **1.2.6 SUPPLIERS' COST FOR DOCUMENT DEVELOPMENT**

Costs for developing the response to this RFP are entirely the responsibility of the vendor party and shall not be chargeable in any manner to MMHD.

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### **1.2.7 RETURN OF RFP**

In the event your company receives a hard copy of this RFP and decides not to submit a response to this RFP, it is requested that you return the RFP, in its entirety, to MMHD within 10 days of receipt without retaining any copies, and provide to us, in writing, your notice of intent not to respond.

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## 1.2.8 PROPOSAL VALIDITY

Your company's response must be valid for 60 days from the date of acceptance, as opposed to 60 days from the date of submission. Acceptance will be defined as MMHD selecting you as our provider of service for the intent of negotiating a contract for services.

## 1.2.9 RFP EVALUATION PROCESS

A review team will be assembled by MMHD to evaluate all completed responses. Each proposal will be evaluated relative to a list of selected and weighted criteria. The following illustrates the criteria that will be used in the evaluation process:

Factors	Weight
Cost of Products (individual and package)	30
Quality of Products	15
Ease of Use	15
Service Levels	15
Price of Service Levels	15
Vendors' Reference List	5
Thoroughness of RFP	5

The proposals will be opened within 5 business days after the due date of the proposals. Proposals will be evaluated to select a successful vendor to negotiate a contract to be awarded by MMHD's Chief Executive Office or Board contingent upon USDA approval. No proposal or contract is binding on MMHD until an award is made by MMHD's Chief Executive Office or Board and approved by USDA. The proposals submitted in response to the RFP will remain confidential until a notice of award by the Board is announced.

## 1.2.10 CONTRACT EVALUATION AND AWARD

MMHD reserves the right to execute one of the following options:

- Issue a Notice of Award by MMHD's Chief Executive Office or Board contingent upon USDA approval upon successful negotiation of a contract.
- Issue no Notice of Award of a contract and issue a new RFP.

The vendor should be aware that MMHD shall perform a "best value analysis" and the selection for award shall be made to the vendor whose proposal is the most advantageous to MMHD, taking into consideration the technical factors listed above and total proposed price.

MMHD has no obligation to reveal the basis for contract award or to provide any information to vendors relative to the evaluation or decision-making process. All participating vendors will be notified promptly of RFP acceptance or rejection.

## 1.2.11 CONTRACT NEGOTIATION AND EXECUTION

It is the intent of MMHD that, after the successful vendor has been selected MMHD and the selected vendor will enter into contract negotiations containing all terms and conditions of the proposed service. Any acceptance of a proposal is contingent upon the execution of a written contract and MMHD shall not be contractually bound to any vendor prior to the execution of such written contractual agreement approved by MMHD's Chief Executive Office or Board and approved by USDA.

## 1.3 DOCUMENT PREPARATION AND PROPOSAL FORMAT

### 1.3.1 POINT BY POINT RESPONSE

The vendor must respond to each section of the RFP. Proposals should provide a straightforward, concise description of the vendor's capability to satisfy the requirement of the request. Vendors should, however, include enough information in their response to assure MMHD that the vendor understands the requirement.

### 1.3.2 PROPOSAL BINDING

Proposals shall be type written on 8.5' x 11" paper (one side only). Pages of the proposal must be numbered, indicate the RFP number and include a table of contents. Proposals must be accompanied by a transmittal letter signed by the vendor or an individual authorized by the vendor.

The letter shall include the vendor's mailing address, telephone number, cell or fax number and email address. Proposal must be securely bound and the official name of the firm submitting the proposal on the outside front cover.

### 1.3.3 PROPOSAL TIMELINE

Description	Date
RFP Issued	May 14 <sup>th</sup> , 2017
Final Date to Submit Written Inquiries To MMHD	June 11 <sup>th</sup> , 2017
Final Date for MMHD to respond to said Inquiries by 12:00 PM PDT	June 12 <sup>th</sup> , 2017
Proposals Due Before or Until 4:00 PM PDT	June 19 <sup>th</sup> , 2017
Issued Notice of Selection	July 9 <sup>th</sup> , 2017
Estimated Notice of award by CEO or Board (contingent on USDA Approval)	July 28 <sup>th</sup> , 2017
USDA Approval	TBD
Begin Contract Negotiations	TBD

### 1.3.4 SUBMISSION OF AND RESPONSE TO WRITTEN QUESTIONS

All inquiries, including any questions related to the terms and conditions of this RFP shall be made in writing and submitted to the RFP contact at the address noted above. Verbal inquiries will not be accepted. All inquiries must be received by email to the RFP contact, no later than 5pm on April 19<sup>th</sup> 2017. MMHD's written response to questions will be sent out via email to all vendors and will not identify the vendor who submitted the question.

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### 1.3.5 SUBMISSION OF PROPOSAL

The RFP contact must receive proposals no later than 4:00 PM PDT. Any proposal received after the deadline will be rejected and returned to the vendor. Vendors mailing proposals must allow ample mail delivery time to ensure timely receipt of their proposal. It is the vendor's responsibility to ensure that the proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipts of the proposal by MMHD. **Electronic mail or faxed proposals will not be accepted.**

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### 1.3.6 TERM

Delivery of equipment will be established at a later date depending on construction schedule and are subject to change.

Acceptance of terms and conditions. Each vendor shall specifically stipulate that the proposal signifies the acceptance of all terms and conditions stated in the RFP.

If the vendor objects to any term or condition, it shall make specific reference to the section of the RFP being objected to. Objections/responses that alter the RFP shall be deemed non-responsive and **MAY** disqualify the vendor.

## **2. VENDORS'S INFORMATION**

### **2.1 VENDOR'S CORPORATE PROFILE**

#### **2.1.1 VENDOR'S PROFILE**

Provide your company's full legal name, corporate mailing address and phone number. Indicate whether you are a corporation, sole proprietorship or partnership, or other creation and if you are a subsidiary of a parent company, any mergers or acquisitions.

Indicate whether vendor has been disciplined, admonished, wared, had its license, registration certification or any similar authorization to do business suspended or revoked for any reason.

Identify any pending administrative, civil, criminal proceedings brought against the vendor within the last five years and, if any, provide the following information: (a) a clear and concise statement of all allegations against the vendor, its officers, agents and or/or employees and (b) the status of the actions.

#### **2.1.2 FINANCIAL INFORMATION**

Provide financial information on your company such as annual report 2 years.

#### **2.1.3 STANDARD OF PERFORMANCE**

Vendor is expected to use their best efforts, skills, judgements and abilities to perform as specified by the job requirements and to meet all standards of vendor's profession and business requirements.

All changes to contract terms or functions must be in writing.

The vendor is responsible for the completion of all work. All work is subject to inspection by MMHD's Chief and/or Director Team. MMHD may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the job task. Should the Chief and or Director team determine that corrections are necessary in order to accomplish its intent the vendor may be directed to make changes.

Substantial failure of the vendor to perform the contract may cause MMHD to terminate the contract.

Vendor will follow the work practices, policies and procedures of MMHD.

Vendor will guarantee all work. Terms and conditions are negotiable.

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#### **2.1.4 WORK SCHEDULE**

In general, the vendor must have the ability to plan work schedules, as well as be flexible enough to change schedules to meet MMHD needs.

### **2.1.5 SECURITY**

Vendor agrees to follow all MMHD safety and Security Policies.

### **2.1.6 Reference Accounts**

Please provide letters of references from at least three (3) previous clients knowledgeable of the vendor's performance of the serviced described in this RPF and a contact person's telephone number for each reference. Provide information such as how many machines, services provided, length of service etc.

Identify other projects in which the vendor is currently providing or has provided similar services described in the RFP.

Steve weather, if during the preceding three (3) year period, vendor has defaulted on any contract; provide a description of the facts and circumstances of the default, and provide the name, address, telephone number of a contact person with the entity whom vendor had the contract.

State whether, if during the preceding three-year period, vendor has terminated a contract prior to the expiration of the stated contract term or has had a contract terminated by the other party prior to its stated term; provide all such contracts; provide a description of the facts and circumstances of each termination, provide a description of the facts and circumstances of each termination, and provide the name, address, telephone number of a contact person with the entity with whom vendor had the contract.

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### **2.1.7 CERTIFICATION**

Vendor shall sign and submit with the proposal a certification stating that the proposal was developed independently and that no relationship exists or will exist, in the contract period between vendor and MMHD that interferes with fair competition, or is a conflict of interest.

### **2.1.8 LICENSE, PERMITS AND/OR CERTIFICATIONS**

Vendor shall ensure and maintain all necessary licenses, permits and/or certifications required by Federal and California Laws, ordinances, rules, and regulations for the life of the contract and any renewal thereof. The vendor shall immediately notify MMHD of loss or suspension of any such licenses, permits and/or certifications. Failures to maintain required licenses, permits and/or certification may result in immediate termination of the awarded contract.

### 3. PROPOSAL REQUIREMENTS

#### 3.1 SPECIFIC CRITERIA

Each proposal submitted must include the following:

The proposal must name all persons or entities interested in the proposal as principals. In the case of a firm or corporation, state the names and address of its officers. Proposals shall be signed by the person or member of the firm making the proposal, and in the case of a corporation, by an authorized officer or agent subscribing the name of the corporation and his or her own name. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

The proposal must outline the procedure for upgrading equipment to the newest generation in the event that a new gen unit comes out, or a product line is discontinued between the time of award and install.

##### 3.1.1 PROJECT CONTENTS

This is a "Brand Name or Equal" Solicitation, please see below for essential physical, functional, and other characteristics that have been deemed essential in meeting MMHD's need and are the minimum acceptable specifications.

Brand name or Equal to: Philips Medical, Siemens, or GE equipment:

##### **General Radiographic and Fluoroscopy Room (R & F Room)**

- (Insert Specifics)

##### **Portable X-Ray**

- (Insert Specifics)

##### **Portable C-Arm**

- (Insert Specifics)

##### **Optional Computerized Tomography (CT)**

- (Insert Specifics)

##### **Optional Ultrasound with separate funding**

- (Insert Specifics)

MMHD is interested in obtaining your best net pricing and discount structure for both the complete package and individual units for the above listed equipment.

- Please provide pricing for a direct capital purchase. If you offer more than one system, we would be interested in obtaining pricing for all the systems you market and / or sell that is equal to our equipment listing.
- The system should include pricing for options and enhancements available, in-service, and training.
- Include any pertinent service and maintenance agreements, both full service and "time and materials", software upgrades (going forward discounts for same), installation, rigging and Hardware, as applicable.
- Price to move our current CT from its current mobile trailer to the new CT room in the expansion project.
- Include operators and service manuals.
- List any option and accessories, which may be included in the system or installed later.
- Provide warranty information.
- Provide product literature.
- Provide a comprehensive quotation contain specifications, list price, discounts, and net cost, per line item.
- Include but not limited to all cabling, water, electrical, etc. requirements.

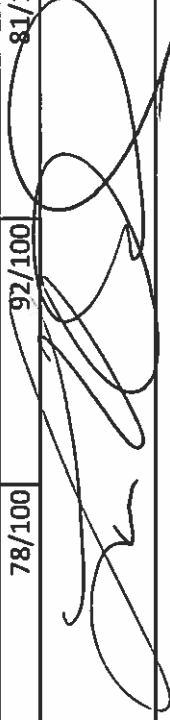




Louis Ward

Rating Criteria	GE Score	Siemens Score	Phillips Score	Hitachi Score	Aray Score
Cost of products (individual and package)	20/25	21/25	23/25	/25	18/25
Quality of Products	15/15	15/15	13/15	/15	10/15
Ease of Use	7/10	10/10	8/10	/10	10/10
Service Levels	11/15	12/15	11/15	/15	13/15
Price of Service Levels	10/15	15/15	11/15	/15	12/15
Products position in its technology Life Cycle	10/15	15/15	10/15	/15	0/15
Thoroughness of RFP	5/5	5/5	5/5	/5	5/5
Total	78/100	92/100	81/100	/100	68/100

Signature:





Travis Lakey

Rating Criteria	GE Score	Siemens Score	Phillips Score	Hitachi Score	Aray Score
Cost of products (individual and package)	15/25	23/25	25/25	/25	18/25
Quality of Products	10/15	15/15	10/15	/15	7/15
Ease of Use	7/10	9/10	7/10	/10	6/10
Service Levels	12/15	13/15	13/15	/15	10/15
Price of Service Levels	10/15	15/15	12/15	/15	10/15
Products position in its technology Life Cycle	12/15	13/15	10/15	/15	12/15
Thoroughness of RFP	5/5	5/5	5/5	/5	3/5
Total	71/100	93/100	82/100	/100	66/100

Signature:





Keith Earnest

Rating Criteria	GE Score	Siemens Score	Phillips Score	Hitachi Score	Aray Score
Cost of products (individual and package)	18/25	22/25	22/25	/25	18/25
Quality of Products	13/15	15/15	13/15	/15	5/15
Ease of Use	6/10	10/10	7/10	/10	6/10
Service Levels	11/15	13/15	11/15	/15	10/15
Price of Service Levels	12/15	13/15	14/15	/15	13/15
Products position in its technology Life Cycle	12/15	15/15	10/15	/15	0/15
Thoroughness of RFP	5/5	5/5	5/5	/5	0/5
Total	77/100	93/100	82/100	/100	43/100

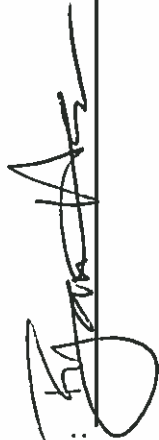
Signature:





Ryan Harris

Rating Criteria	GE Score	Siemens Score	Phillips Score	Hitachi Score	Array Score
Cost of products (individual and package)	15/25	25/25	20/25	/25	20/25
Quality of Products	15/15	15/15	15/15	/15	15/15
Ease of Use	10/10	10/10	10/10	/10	10/10
Service Levels	14/15	12/15	15/15	/15	10/15
Price of Service Levels	5/15	15/15	15/15	/15	10/15
Products position in its technology Life Cycle	5/15	15/15	10/15	/15	5/15
Thoroughness of RFP	5/5	5/5	5/5	/5	5/5
Total	69/100	97/100	90/100	/100	75/100

Signature: 





Adam Dendauw

Rating Criteria	GE Score	Siemens Score	Phillips Score	Hitachi Score	Aray Score
Cost of products (individual and package)	13/25	25/25	17/25	/25	20/25
Quality of Products	13/15	15/15	13/15	/15	13/15
Ease of Use	10/10	10/10	10/10	/10	10/10
Service Levels	13/15	11/15	15/15	/15	15/15
Price of Service Levels	11/15	15/15	13/15	/15	15/15
Products position in its technology Life Cycle	13/15	15/15	13/15	/15	5/15
Thoroughness of RFP	5/5	5/5	5/5	/5	5/5
Total	78/100	96/100	86/100	/100	83/100

Signature:





Alan Northington

Rating Criteria	GE Score	Siemens Score	Phillips Score	Hitachi Score	Aray Score
Cost of products (individual and package)	15/25	25/25	15/25	/25	9/25
Quality of Products	10/15	15/15	15/15	/15	10/15
Ease of Use	8/10	10/10	10/10	/10	5/10
Service Levels	15/15	15/15	15/15	/15	15/15
Price of Service Levels	5/15	12/15	10/15	/15	15/15
Products position in its technology Life Cycle	10/15	15/15	10/15	/15	10/15
Thoroughness of RFP	5/5	5/5	5/5	/5	5/5
Total	68/100	97/100	80/100	/100	69/100

Signature:





MAYERS MEMORIAL HOSPITAL DISTRICT  
BOARD OF DIRECTORS

**RESOLUTION 2017-11**

WHEREAS, the Governing Board of Directors is responsible for the preparation and adoption of a final budget, which provides a financial plan, including estimated revenues, expenditures and reserves, for operation during the fiscal year July 1 through June 30.

WHEREAS, the budget submitted is required by law to be a balanced operating budget for year July 1, 2017 through June 30, 2018; Total Net Patient Revenue \$23,900,112.00 with a bottom line of \$3,760,900.00.

NOW, THEREFORE, the undersigned certifies and attests that the above resolution was approved at a regular meeting of the Board of Directors, Burney, California, the 28th day of June 2017.

PASSED AND ADOPTED on June 28, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Kerns, President  
Board of Directors  
Mayers Memorial Hospital District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Abe Hathaway, Secretary  
Board of Directors  
Mayers Memorial Hospital District

**FISCAL YEAR July 1, 2017- June 30, 2018  
BUDGET**

**APPROVED AND ADOPTED AT THE BOARD OF DIRECTORS' REGULAR  
MEETING THIS 28th DAY JUNE 2017.**

---

**Michael Kerns, President  
BOARD OF DIRECTORS  
MAYERS MEMORIAL HOSPITAL DISTRICT**

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**Abe Hathaway, Secretary  
BOARD OF DIRECTORS  
MAYERS MEMORIAL HOSPITAL DISTRICT**

**Budget Prepared By:**

**MAYERS MEMORIAL HOSPITAL DISTRICT**

**(Attachment: FY2018 Operating Budget)**



Mayers Memorial Hospital

## Operations Report June 2017

Statistics	May YTD FY17 (current)	May YTD FY16 (prior)	May Budget YTD FY17
Surgeries (including C-sections)	88	101	90
> Inpatient	23	38	16
> Outpatient	65	63	74
Procedures (surgery suite)	171	210	229
Inpatient	2028	2021	1944
Emergency Room	3720	3725	3300
Skilled Nursing Days	25141	25033	26400
OP Visits (OP/Lab/X-ray)	13939	15326	15939
Hospice Patient Days	753	1551	1672
PT	3006	2870	11071
Ambulance Runs	387	437	408

### Operations District-Wide

Prepared by: Louis Ward, MHA, Chief Executive Officer

#### **BUILDING PROJECT**

Considerable progress has been made on the District's largest project this month. A more detailed report on the building project has been provided to the District Board by Ryan Harris, DOO which can be found in the June Board packet. A few high level items worth noting, the project is still on schedule and on budget, we are nearing completion of the Construction Document (CD) phase of the project, and important discussions with the Office of Statewide Planning and Development (OSHPD) are planned for the near future.

District Staff will be travelling to the OSHPD offices in Sacramento in late June to discuss our project, our plans to meet the seismic requirements written into law, and of course continue to foster our good relationship with OSHPD. More information to be reported on the OSHPD meeting will be presented verbally to the District Board and can be found in the June Board meeting minutes.

#### **CALIFORNIA DEPARTMENT OF PUBLIC HEALTH (CDPH)**

CDPH leadership has agreed to a meeting with all of the hospital leadership in the North State region, this meeting will occur on July 11th Enloe Medical Center in Chico. This meeting will cover topics such as:

1. CDPH federal and state jurisdiction, mission and responsibilities
2. Recent and upcoming regulatory changes
3. How hospitals can stay current on changes
4. Newly released CDPH Dashboard
5. CDPH SNF responsibility and recent activity

Our District will be well represented at this meeting as we have been eager to meet with the California Department of Public health regarding many of the above stated issues at regular intervals. CDPH has stated "the purpose of this meeting

is to help hospitals and CDPH to work more collaboratively to achieve the best outcomes for the patients we all serve". We are looking forward to this meeting, a full report will be provided to the District Board in the July Board meeting.

### ***CDPH SURVEYS***

As reported in past Board minutes the hospital recently underwent both an Acute Hospital Survey and a Fire Life Safety Survey. We received the final report from CDPH in late May which stated any deficiencies observed by the surveyors while here at the hospital. As stated in the past board meeting, the survey went very well and this was evident in the final report the hospital received. Since receiving the report Staff at the hospital went right to work developing and implementing a plan of corrections (POC) for all stated deficiencies. I am happy to report the POC for both surveys was submitted timely and is now in the possession of the California Department of Public Health.

### ***EMPLOYEE EVALUATION SOFTWARE***

In an effort to ensure all employees are receiving continued feedback from their direct supervisors the District has invested in an electronic evaluation software. We feel continued feedback is an important aspect of what makes organizations thrive as communication is key to ensuring all employees feel heard, problems are addressed timely, and provide a platform for all staff to engage in conversations that will improve our ability to meet our mission, always put patients first.

Employee evaluations are not new to Mayers, it is the way we are performing and documenting the evaluations that we are seeking to change. We want the evaluation to be a process and not an event. We want to provide the tools to our Staff that will allow for conversations related to performance to happen throughout the year, which will aid us in the ability to rectify issues or recognize hard work in a more timely fashion.

The software is now in place thanks to the hard work of Libby Mee, Director of HR. All Managers attended an in person training in early June as well as they have been provided with a video training for future viewing if needed. The new evaluation software and process will be live and in use July 1

### ***EMPLOYEE MEETINGS***

Administration is currently developing an employee presentation, which will be presented to all employees in mid-July. The current schedule for the employee meetings are July 12th at 10:00 AM and 3:30 in Burney and July 13th. These meetings are occurring quarterly as this was not only the desire of administration but when employees were polled on how often the meetings occurred, quarterly was the consensus. Topics will include:

1. A building project update
2. Q/A of the new employee evaluation software
3. MMHD summer activities
4. Wage Scale and how it relates to employee evaluations

Administration also makes a point to keep the presentation to roughly half of the scheduled time of the meeting to allow employees to ask questions on any of the above topics or any topic that involves the hospital, employees, services, and patient care.

### ***TELEMEDICINE***

As reported in past board meetings, MMHD is actively working on introducing a new service to our community, Telemedicine. As well as introducing this new service, we are partnering with many organizations in an effort to provide access to specialty providers affiliated with large teaching hospitals to our patients without patients ever having to leave their local hospital. Up to this point, the district had enlisted the help of a contracted Telemedicine Consultant, Amanda Harris. I am happy to report that as of July 1 Amanda Harris will no longer be a consultant to the hospital, she will join our MMHD TEAM as an employee, in her new role as Telemedicine Coordinator. Attached to the June Board packet you will find a report prepared by Amanda Harris, Telemedicine Coordinator. As well as bringing on Amanda Harris as an employee, we also have secured a Physician Director for the Telemedicine Service. Aaron Babb, MD will serve as the



Medical Director for the Telemedicine program. He brings a great deal of expertise and knowledge to our program; we are excited to have him as part of the TEAM.

---

### **Chief Clinical Officer Report**

**Prepared by Keith Earnest, Pharm.D.--Chief Clinical Officer**

Partnership Health has purchased a van to transport patients they insure to healthcare appointments. Reliable transportation will be a benefit to the clinical division, the PRIME program and tele-health.

#### ***Physical Therapy***

- The back door of the physical therapy building has been replaced!
- Patients are now being booked out to the second week of August.

#### ***Respiratory Therapy***

- The V60 BiPAP has arrived and respiratory and nursing staff will be trained on this equipment starting on June 27th.
- Our first 30 patients have been enrolled in Mayers Million Hearts program. Mayers will be submitting to PRIME shortly. We have since enrolled three additional patients. Respiratory Therapy Manager and Clinical Director, Adam Dendauw, RT, is heading up this project.

#### ***Cardiac Rehab***

- The department is to capacity with 9 monitored patients!
- Dr. Dahle is on track to complete his Cardiac Stress Treadmill training at the end of June with Dr Chandramouli.

#### ***Pharmacy***

- The Medication Administration portion of Point Click Care went live June 1st.
- The plan of corrections from the recent survey was submitted and CDPH has asked for further details in some areas which will be submitted this week.
- The ceiling tiles were replaced with solid washable tiles to minimize dust.
- The Pyxis upgrade will be complete June 22nd.

#### ***Imaging***

- The RFP's for imaging equipment for the hospital expansion project were received and reviewed. A vendor has been selected. Ryan Harris will give further details in his report.

#### ***Laboratory***

- Chris Hall, CLS, Laboratory Manager, is creating charge codes for organism identification. This is not a charge we have been capturing in the past.
- The lab department and IT are working on the interface between LabCorp and Paragon to transmit billing information.
- Mayers lab will be processing specimens from the Mountain Valley Health Center's Health Fairs scheduled in August.

**Skilled Nursing Facility – Burney & FRM**  
*Submitted by: Sherry Wilson, RN, CNO*

Current census is at 75

Registry usage has been up with Licensed and Certified staff. Point Click Care our electronic medical record program for skilled nursing went live on June 1st as scheduled, The process has been a smooth transition with minimal issues since going live. Big Kudos to the staff for being patient and greeting this change as an opportunity to provide our residents better quality of care. This will also create a more time managed clinical environment for themselves. Going forward we are all excited of further opportunities and data this new system will provide us to access.

---

**Critical Access Hospital**  
*Submitted by: Sherry Wilson CNO/Acute*

***Surgery***

Referrals for May:

23 – Referrals

19 – Scheduled (3 cancelled, 2 Rescheduled, 1 may reschedule in June, 1 cancelled since Dr. Guthrie did not come; patient has not decided if they will reschedule), 2 have not received insurance clearance, 1 not having procedure done at all, 1 Per Dr. Syverson, the patient is having other tests done 1st and then patient may schedule.

- Dr. Guthrie cancelled his day for the Month of May, as there was only one case scheduled
- There were 2 weeks this month with only one scheduled Procedure (Endoscopy) each week, this was due to patients either not wanting to schedule at that time or from patients cancelling.
- During this period of low census:
  - ✓ We have started to send out our Endoscopy scopes for routine maintenance and service
  - ✓ I have been assisting Infection Control with Data Collection and Entry
  - ✓ Central Sterile has been able to catch up on Monthly Inventory Rotation and Housekeeping
- **Acute Survey**
  - ✓ Humidity need to be able to be controlled in the OR setting, ( Louis Ward and Ryan Harris will be heading this issue)
  - ✓ Central Sterile Competencies have been brought up to date
  - ✓ Malignant Hyperthermia Box has been appropriately moved and the P&P edited to accommodate this move
- **Fire Survey**

✓ I was not made aware of any major findings for our Department.

- The Admitting/Recovery/Discharge RN has taken another position outside of MMHD, therefore we will have to utilize RN Staff from Station 1 to cover these days starting June 6th (as of today I am unable to find assistance for the June 6th)
- Our department is still in need of a Housekeeper, Sherry Rodriguez steps up and helps when she is able. Shelley Lee has stepped up to do the Admitting/Discharging of Endoscopy patients on Wednesdays.



## Telemedicine Update as of June 16, 2017

Prepared by Amanda Harris for Louis Ward, CEO and Dr. Aaron Babb, Medical Director

### Logistics:

- The IR Program has been temporarily removed from the clinic room. Now it will be shared between employee health (twice a month for physicals) and Telemed. This arrangement is beneficial because employee health wanted an exam table and there would be use for this in the Telemed clinic as well, where the gurney for IR wasn't feasible. We'll have to reassess with IR after six months or so.
- UCD is building a new ER cart for Mayers. After it's built and UCD physicians are trained on it, they will be bringing it up here and doing an in-service for us. I will be looking into exactly how it is going to be used for Peds and what our use for this grant has been like in the past. Since it will be Zoom based software, I'd like to look into other uses for this cart as well. This will be a welcome replacement to the older cart that was in the ER that couldn't be used with the wifi and would also beep constantly when unplugged because the alternate power source was going bad.
- The vitals cart for Telemed clinic has been ordered. The implementation call for our new specialties has been set for Wednesday, 6/21 at 2pm. After I get the details about the Endo clinic I'll need to order monofilaments. I will also begin to follow up with Mountain Valley referral coordinators to set up protocols with the help of Susan Knoch.
- I received notice that the electronic stethoscope has been shipped. This will be stored with our other peripheral cameras (when they arrive) to be used at a later date if we decide to do Cardiology.

### RUS/USDA Distance Learning/Telemed Grant opportunity:

- The info webinar for this grant was this Thursday. The application deadline for this grant is July 17. Given Jessica's background in grant writing and that she is our backup coordinator, I asked if she review the recording of the webinar as well.
  - o Minimum match is 15%, min grant request is 50k, max request is 500k
  - o It must be synchronous telemed/distance ed (meaning live video, no store and forward)
  - o We still haven't chosen a subject for this grant, some of my suggestions were as follows:
    - We could approach Dr. Kahn about doing a joint submission where he would get the equipment so that we could do cardiac pre/post-up appointments. This would distinctly support him more than Mayers but we would be the beneficiaries of some of their services. While this would be great for him, I'm not sure it's necessary for us now that we're exploring more options with Zoom software.
    - Project ECHO – As mentioned in a previous update, this is the physician education module system created by UCD. We could see about getting a cart or system set up specifically for this and see if some of the services from UCD could be supported by the grant. I was specifically interested in Hep C and Pain Management modules previously, but there was also a

unit on Peds that another rural clinic praised at our CTRC workshop. I requested more information on options from UCD.

- We could explore options with the 5150 service in the ER. We could find out how much the InTouch psych services that Shasta Regional uses in their ER are and see if that's something we'd be willing to look further into. We could apply for a cart dedicated to that.
- What about the CNA training that Mayers is coordinating/contributing to? Could some of that be run via telemed on a devoted cart?
- I feel like we need to apply for something, it's hard for me to let a grant opportunity pass by even though we have a lot going on right now in this department. I'd really like if we could pick one of the educational missions. I feel like we could also use that new cart to run a 2<sup>nd</sup> telemed clinic room if necessary in the future. The entire webinar is 1 hr and 23 min long so at the time of this update I haven't had a chance to watch the entire thing but I will very soon.
- If we can pick a direction Jessica and I can get started on the application.