



P. O. Box 95  
San Andreas, CA 95249  
(209) 754-4468 Phone  
(209) 754-2537 Fax

**Meeting of the Board of Directors  
Mark Twain Medical Center Classroom 5  
768 Mountain Ranch Rd,  
San Andreas, CA**

**Wednesday April 27, 2022  
9:00 am**

**Participation: Zoom - Invite information is at the End of the Agenda  
Or In Person**

### **Agenda**

#### Mark Twain Health Care District Mission Statement

“Through community collaboration, we serve as the stewards of a community health system that ensures our residents have the dignity of access to care that provides high quality, professional and compassionate health care”.

1. **Call to order with Flag Salute:**
2. **Roll Call:**
3. **Approval of Agenda:** Public Comment - **Action**
4. **Public Comment On Matters Not Listed On The Agenda:**

The purpose of this section of the agenda is to allow comments and input from the public on matters within the jurisdiction of the Mark Twain Health Care District not listed on the Agenda. (The public may also comment on any item listed on the Agenda prior to Board action on such item.) **Limit of 3 minutes per speaker.** The Board appreciates your comments however it will not discuss and cannot act on items not on the agenda.

**5. Consent Agenda: Public Comment - **Action****

All Consent items are considered routine and may be approved by the District Board without any discussion by a single roll-call vote. Any Board Member or member of the public may remove any item from the Consent list. If an item is removed, it will be discussed separately following approval of the remainder of the Consent items.

**A. Un-Approved Minutes:**

- Un-Approved Finance Committee Meeting Minutes for Mar. 16, 2022
- Un-Approved Board Meeting Minutes for Mar. 23, 2022:

**B. Resolution: (AB 361) Gov. Code Sect. 54953(e)(3):**

- **Resolution 2022 - 06** Authorizing Remote - Extended Time To Teleconference Meetings of the Board of Directors & Finance Committee (AB 361) for the Month of April 2022.
- **Resolution 2022 - 07** Authorizing Remote - Extended Time To Teleconference: Meetings of the Board of Directors & Finance Committee (AB 361) for the Month of May. 2022.

**6. MTHCD Reports:**

**A. President’s Report:**.....Ms. Reed

- Association of California Health Care Districts (ACHD):
  - ACHD Apr. 2022 Advocate:
  - California Advancing & Innovating Medi-Cal Program (CalAIM):.....Ms. Hack
- Meetings with MTHCD CEO:

**B. MTMC Community Board Report:**.....Ms. Sellick

**C. MTMC Board of Directors:**.....Ms. Reed

**D. Chief Executive Officer’s Report:**.....Dr. Smart

- Notice of General District Election on Nov. 8, 2022:
  - **Resolution 2022 – 08** Calling General District Election: Public Comment **Action**

- VS H&W Center – Policies and Forms: Public Comment – **Action**
  - Policies for Apr. 2022 - Valley Springs Health & Wellness Center:

**Revised**

- Audiogram – 19
- Instrument Cleaning for Sterilization – 93
- Radiology Safety – 149
- Radiology Department Safety Guidelines - 150
- Vaccine Administration- 196
- Waived Testing Quality Assurance – 210
- Waived Testing - RSV Rapid Test - 211
- Waived Testing - Urine Pregnancy Testing - 214

**Bi-Annual Review**

- Standardized Procedure for Glucose Check for Diabetic Patients – 165
- Standardized Procedure for Hemoglobin Assessment – 166
- Standardized Procedure for Physical Examinations - 168
- Standardized Procedure for Pregnancy Testing of Patients on Contraception – 169
- Standardized Procedure for Pulse Oximeter – 170
- Standardized Procedure for Strep A - Rapid – 171
- Standardized Procedure for Urinalysis – 172
- Standardized Procedure for Urinalysis on Pregnant Patients – 173
- Standardized Procedure for Visual Acuity Testing – 174
- Temperature All Modalities - 186
- Transfer Of Patient – Chart Information – 188
- Urinary Catheterization – 192
- Urine Collection-Clean Catch Female - 193
- Urine Collection-Clean Catch Male - 194
- Use of Gloves - 195
- Vendor Visitor Management - 197
- Venipuncture – 198
- Visual Acuity - 200
- Waived Testing – COVID-19 Rapid Test – 211
- Waived Testing - Strep A Direct Rapid Testing - 212
- Waived Testing - Urinalysis Using Siemens Analyzer – 213
- Well Child Examinations - 216
- Withdrawal Of Care - 217
- X-Ray Orders – 218

- Strategic Planning – Matrix:
- District Projects Matrix – Monthly Report:

- Grant Report: .....Dr. Smart
- LAFCo Ballot-Special Dist. 2022 Member: Public Comment – Action.....Dr. Smart
- Program Manager:.....Ms. Stanek

**F. VSHWC Quality Reports:.....Ms. Terradista**

- Quality – Mar. 2022:
- MedStatix – Mar. 2022:

**7. Committee Reports:**

**A. Finance Committee:.....Ms. Hack / Mr. Wood**

- CA Class Investment Option:.....Ms. Hack / Dr. Smart
- Financial Statements – March 2022: Public Comment – Action.....Ms. Hack
- Budget Development Progress 2022-2023:.....Dr. Smart
- Financial Report Format: Public Comment – Action .....Ms. Hack

**B. Ad Hoc Policy Committee: .....Ms. Sellick / Ms. Hack**

- Policy No. 15: Director Compensation & Travel Reimbursement- (30-Day Review)
- Policy No. 16: Membership in Associations – (30-Day Review)
- Policy No. 28: Finance Committee Community Member – (30-Day Review)
- **Resolution 2022 – 09: To Approve Policy 22 - Investments:** Public Comment – Action

**C. Ad Hoc Personnel Committee: .....Ms. Reed / Ms. Minkler**

**D. Ad Hoc Grants Committee:.....Ms. Reed / Ms. Sellick**

**E. Ad Hoc MTMC Utility Committee: Public Comment - Action.....Ms. Minkler / Mr. Randolph**

**8. Board Comment and Request for Future Agenda Items:**

**A. Announcements of Interest to the Board or the Public:**

- On the Right Track – BH Hi School April 25, 2022 & CHS May 12, 2022.....Mr. Randolph

- The Barger Golf Outing – June 12, 2022

**9. Next Meeting:**

**A.** The next MTHCD Board Meeting will be Wed. May 25, 2022, at 9am.

**11. Adjournment:** Public Comment – **Action:**

**Peggy Stout is inviting you to a scheduled Zoom meeting.**

**Topic: MTHCD Board of Directors Mtg - April 27, 2022**

**Time: Apr 27, 2022 09:00 AM Pacific Time (US and Canada)**

**Join Zoom Meeting**

**<https://us02web.zoom.us/j/83005325452?pwd=YnkzOVNQUUUpsU1lBdlkvTi9zKzcyZz09>**

**Meeting ID: 830 0532 5452**

**Passcode: 619270**

**One tap mobile**

**+16699006833,,83005325452#,,,,\*619270# US (San Jose)**

**+12532158782,,83005325452#,,,,\*619270# US (Tacoma)**

**Dial by your location**

**+1 669 900 6833 US (San Jose)**

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**Meeting ID: 830 0532 5452**

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**Find your local number: <https://us02web.zoom.us/u/kd2CQdSTfq>**

- Effective - Mar 17, 2020.

California Gov. Gavin Newsom issued [Executive Order \(N-29-20\)](#), which, in part, supersedes Paragraph 11 of Executive Order (N-25-20) issued on Thursday. The new Executive Order excuses a legislative body, under the Ralph M. Brown Act, from providing a physical location for the public to observe and comment if certain conditions are met. A physical location does not need to be provided if the legislative body:

1. Holds a meeting via teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically;"
2. Implements a procedure for receiving and "swiftly resolving" requests for reasonable modification or accommodations from individuals with disabilities, consistent with the Americans with Disabilities Act, and resolving any doubt in favor of accessibility.
3. Gives advance notice of the public meeting and posts agendas according to the timeframes and procedures already prescribed by the Brown Act (i.e., 72 hours for regular meetings and 24 hours for special meetings) and
4. Gives notice of the means by which members of the public may observe the meeting and offer public comment, in each instance where notice or agendas are posted.



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Finance Committee Meeting  
 Mark Twain Medical Center Classroom 5  
 768 Mountain Ranch Road  
 San Andreas, CA 95249

9:00 am  
 Wednesday March 16, 2022

Participation: Zoom - Invite information is at the End of the Agenda  
 Or in person

**UN-Approved Minutes**

Mark Twain Health Care District Mission Statement

“Through community collaboration, we serve as the stewards of a community health system that ensures our residents have the dignity of access to care that provides high quality, professional and compassionate health care.”

**1. Call to order with Flag Salute:**

Meeting called to order by Ms. Hack at 9:07am

**2. Roll Call:**

	In Person	Via Zoom/Phone	Absent	Time of Arrival
Lori Hack	X			
Richard Randolph		X		

**\*Mr. Randolph posted the agenda outside his door while off site.**

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Minutes – Mar. 16, 2022 MTHCD Finance Committee Meeting

**3. Approval of Agenda: Public Comment - **Action:****

Public Comment: None  
Motion to approve agenda by Mr. Randolph  
Second: Ms. Hack  
Vote: 2-0

**4. Public Comment On Matters Not Listed On The Agenda:**

Hearing None

**5. Consent Agenda: Public Comment - **Action****

**A. Resolution 2022 – 04:**

- Authorizing Remote Teleconference Meetings of the Board of Directors/Finance Committee (AB 361) for a 30-day period – Expires Mar. 24, 2022. (Informational Only)

**B. Un-Approved Minutes:**

- Finance Committee Meeting Minutes for Feb. 23, 2022:

Public Comment: None  
Motion to approve consent agenda and un-approved minutes by Mr. Randolph  
Second: Ms. Hack  
Vote: 2-0

**6. Chief Executive Officer’s Report**

- MTMC Non-Electric Utilities Update:

Special Committee met and discussed Drafting 90-day letter to MTMC requesting reimbursement of overpaid Non-Electric Utilities for 2021. Suggests meeting with MTMC to discuss ways to reduce utility costs in the future. Report to be presented to District Board for action.



- Budget:

Dr. Smart sent out an email with the Budget duties with a timeline on 3/7/22. First draft of budget due 4/15/22. Clinic budget will be split between the Department Heads to create a Financial Connection at the Manager level. Financial Workshop will be held to assist the Managers on the budget procedures.

**7. District Financials - Format: Public Comment – Action:**

Discussion held. No action taken

**8. Real Estate Review:**

Bldg. E -704 Mountain Ranch Road lease increase coming soon.  
1934 Hwy 26 rent increase in place.

**9. Accountant's Report:**

- February 2022 Financials Will Be Presented to The Committee: Public Comment – Action

February slipped back just a little from the positive January report.  
The Balance Sheet shows a strong cash position. Budget template modification to be Distributed early April.

Public Comment: None

Motion to approve Feb 2022 Financials & Interest & Reserve Report by Mr. Randolph

Second: Ms. Hack

Vote: 2-0

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Minutes – Mar. 16, 2022 MTHCD Finance Committee Meeting

**10. Treasurer's Report:**

No Report

**11. Comments and Future Agenda Items:**

Hearing None

**12. Next Meeting:**

A. The Next Finance Committee Meeting will be April 20, 2022.

**13. Adjournment: - Public Comment – Action**

Public Comment: None

Motion to adjourn by Mr. Randolph

Second: Ms. Hack

Vote: 2-0

Time: 9:59am

Traci Tapps is inviting you to a scheduled Zoom meeting.

Topic: Mar 16, 2022 MTHCD Finance Committee Meeting  
Time: Mar 16, 2022 09:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87322841268?pwd=Q0pTQng2bDMwTFVnR3NMdTJBNFN5Zz09>

Meeting ID: 873 2284 1268

Passcode: 482983

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Passcode: 482983

Find your local number: <https://us02web.zoom.us/u/kB1QFDnlf>

**Effective - Mar 17, 2020.**

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1. Holds a meeting via teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically;
2. Implements a procedure for receiving and “swiftly resolving” requests for reasonable modification or accommodations from individuals with disabilities, consistent with the Americans with Disabilities Act, and resolving any doubt in favor of accessibility.
3. Gives advance notice of the public meeting and posts agendas according to the timeframes and procedures already prescribed by the Brown Act (i.e. 72 hours for regular meetings and 24 hours for special meetings) and
4. Gives notice of the means by which members of the public may observe the meeting and offer public comment, in each instance where notice or agendas are posted.

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Minutes – Mar. 16, 2022 MTHCD Finance Committee Meeting



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**Special Meeting of the Board of Directors  
 Mark Twain Medical Center Classroom 5  
 768 Mountain Ranch Rd,  
 San Andreas, CA**

**Wednesday March 23, 2022  
 8:00 am**

**Participation: Zoom - Invite information is at the End of the Agenda  
 Or In Person**

**UN- Approved Minutes**

Mark Twain Health Care District Mission Statement

“Through community collaboration, we serve as the stewards of a community health system that ensures our residents have the dignity of access to care that provides high quality, professional and compassionate health care.”

**1. Call to order with Flag Salute:**

Meeting called to order by Ms. Reed at 8:03am

**2. Roll Call:**

	<b>In Person</b>	<b>Via Phone/Zoom</b>	<b>Absent</b>	<b>Time of Arrival</b>
Linda Reed	<b>X</b>			
Debra Sellick	<b>X</b>			
Lori Hack	<b>X</b>			
Richard Randolph	<b>X</b>			
Nancy Minkler		<b>X</b>		

**3. Approval of Agenda: Public Comment - **Action****

Dr. Smart request to change 7E from an action item to informational

Public Comment: None

Motion to approve agenda as modified by Mr. Randolph

Second: Ms. Sellick

Vote: 5-0

**4. Public Comment On Matters Not Listed On The Agenda:**

Hearing None

**5. Consent Agenda: Public Comment - **Action****

**A. Un-Approved Minutes:**

- Un-Approved Finance Committee Meeting Minutes for Feb. 23, 2022
- Un-Approved Board Meeting Minutes for Feb. 23, 2022:

**B. Resolution: (AB 361) Gov. Code Sect. 54953(e)(3) - Extend The Time To Teleconference:**

- **Resolution 2022 - 05:** Authorizing Remote Teleconference Meetings of the Board of Directors (AB 361) for a 30-day period – Expires April 23, 2022.

**C. Correspondence:** Calaveras Mentoring Foundation Spring Swing Apr. 23, 2022:

Public Comment: None

Motion to approve consent agenda & Minutes by Ms. Hack

Second: Mr. Randolph

Vote: 5-0

**6. MTHCD Reports:**

**A. Laura Keller, NP Dignity Health, Supervisor:**

She has served over 30 years as a Nurse Practitioner and she lives in Calaveras County. The district gave her a scholarship last year for the Train New Trainers Program which focused on Behavior Health.

## **B. President's Report:**

- Association of California Health Care Districts (ACHD):

- ACHD Mar. 2022 Advocate:

Amber King will no longer be the Vice President after 16 years of service. She is moving on to a like position with another company.

- California Advancing & Innovating Medi-Cal Program (CalAIM):

The deadline for RFP responses is April 11, 2022.

- Meetings with MTHCD CEO:

3 calls regarding general topics on the agenda.

## **C. MTMC Community Board Report:**

Policies were reviewed.

## **D. MTMC Board of Directors:**

Ken Malcoun, Accounting Dept has retired. February was on par to beat the budget for clinic visits as that has been a struggle. Decreased number of Behavior Health patients seen in the ER.

## **E. Chief Executive Officer's Report:**

- Update Managed Medi-Cal Contracting:

2 Managed Medi-Cal plans in Calaveras County (Anthem MM & Healthnet) and Health Plan of San Joaquin and potentially a 3<sup>rd</sup> are applying to be the Contracted Providers. Only 2 per county by law.

- ACHD – Initiative to Eliminate Safeguards of Medical Lawsuits: Public Comment – **Action**

Public Comment: None  
Motion to support coalition against FIPA by Mr. Randolph  
Second: Ms. Sellick  
Vote: 4 in favor. 1 abstained.

- VS H&W Center – Policies and Forms: Public Comment – **Action**
  - Policies for Mar. 2022 - Valley Springs Health & Wellness Center:

**REVISED:**

Cardiopulmonary Resuscitation/Basic Life Support  
Disaster-Fire  
Mass Casualty Response

**BI-ANNUAL REVIEW:**

Annual Review of Contracts  
Billing Personnel – Organization  
Billing Practices  
Bomb Scare  
Child Abuse Reporting  
Disaster-Water Contamination  
Disruption of Electrical Services  
Domestic Violence Reporting Suspicious Injury Reporting  
Drug Samples  
Elder or Dependent Adult Abuse Reporting  
Employee Health  
External Hazmat Incident  
Extreme Temperatures  
Fire Safety  
Lapses of Consciousness – DMV Reporting  
Mission Statement  
Motor Vehicle Accident Reporting  
Operation During Internal Disaster  
Patient Medical Record Consent  
Sensitive Services

Public Comment: None  
Motion to approve Policies by Ms. Hack  
Second: Mr. Randolph  
Vote: 5-0

- Strategic Planning – Matrix:

“Grow your own” program will be seeing Highschool students in the clinic soon.  
“Let’s All Smile” program is interviewing a Dental Hygienist.  
Telehealth remote provider coming on board  
Vaccination Clinic has closed due to low patient visits. Vaccines are given at Sunrise Pharmacy.

- District Projects Matrix – Monthly Report:

Hired Navigator for Behavior Health.  
Hired Dental Assistant.

- Elections:

Paperwork for Election of Board members to start in July.

- Grant Report:

4 grants have been reported on and finalized.

- Program Manager:

RoboDoc: Student visits have been picking up since coordinator has been visiting sites regularly. Coordinator creating workflow chart with list of scenarios and actions to be taken. Will be distributed to schools in Calaveras County. Looking to add Michelson, Toyon & San Andreas schools next year.

Stay Vertical Calaveras: 2022 classes have started. Recruiting and training class started for instructors. Hoping to add seated Thai Chi classes to the schedule.

## **F. VSHWC Quality Reports:**

- Quality – Feb. 2022:

1228 patient visits in Feb.  
New patients 89. Down from last month due to limited provider time.  
Patient Satisfaction at 96%

- MedStatix – Feb. 2022:

83 patients involved in Feb survey. 90%-98% location satisfaction  
87%-95% Provider feedback results.  
Hoping to add Behavior Health surveys.



## 7. Committee Reports:

### A. Finance Committee:

- Financial Statements – February 2022: Public Comment – Action

The Balance Sheet shows a strong cash position.  
February slipped back a little from the January reports.

Public Comment: None

Motion to approve Feb 2022 Financials & Interest & Reserves Report by Mr. Randolph

Second: Ms. Hack

Vote: 5-0

- Budget Process 2022-2023:

Budget drafts due April 15<sup>th</sup>. Final Drafts due April 30<sup>th</sup>. The budget will be sent to the Finance Committee & Board of Directors in May as informational. The budget will become an action item at the June meetings.

- District Financials - Format: Public Comment – Action

Public Comment: None

Motion to approve new district financials format by Ms. Hack

Second: Mr. Randolph

Ms. Hack amended motion to table until April meeting.

Vote: 5-0

### B. Ad Hoc Policy Committee:

No Report

### C. Ad Hoc Personnel Committee:

To discuss in closed session

### D. Ad Hoc Grants Committee:

No Report

### E. Ad Hoc Non-Electric Utilities 2021: Public Comment :

Ms. Reed deferred meeting to Ms. Sellick. Committee will discuss further and report back.

**8. Board Comment and Request for Future Agenda Items:**

**A. Announcements of Interest to the Board or the Public:**

- Calaveras Mentoring Foundation - Spring Swing Apr. 23, 2022.
- On the Right Track - BH April 25 and CHS May 12, 2022.
- The Barger Golf Outing - June 12, 2022.

**9. Next Meeting:**

**A.** The next MTHCD Board Meeting will be Wed. April 27, 2022, at 9am.

**10. Closed Session:**

**A.** Public Employee Performance Evaluation, Pursuant to Gov. Code Section 54957:

- CEO Annual Evaluation.

The Board moved into Closed Session at 10:23 am.

**11. Reconvene to Open Session:**

**A.** Report of Action taken (if any) in Closed Session:

The Board reconvened into open session at 11:05am giving direction to staff to increase the CEO salary to \$252,825.30.

**12. Adjournment: Public Comment – **Action:****

Mr. Randolph offered the motion to adjourn:

Second: Ms. Hack

Vote: 5 in favor

The meeting was adjourned at 11:08am.

**Peggy Stout is inviting you to a scheduled Zoom meeting.**

**Topic: MTHCD Board Mtg - March 23, 2022**

**Time: Mar 23, 2022 08:00 AM Pacific Time (US and Canada)**

**Join Zoom Meeting**

**<https://us02web.zoom.us/j/86969526451?pwd=LzJLV21wQ29XZ0xpbEVJNWIScGJoZz09>**

**Meeting ID: 869 6952 6451**

**Passcode: 761508**

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**Find your local number: <https://us02web.zoom.us/u/kildTSY20>**

- Effective - Mar 17, 2020.

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**Resolution No. 2022 – 06  
Authorizing Remote Teleconference Meetings  
for the Board of Directors & Finance Committee Meetings  
for the month of April 2022**

---

**Whereas**, the Mark Twain Health Care District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

**WHEREAS**, all meetings of the Mark Twain Health Care District’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s Board conduct its business; and

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

**WHEREAS**, it is further required that state or local officials have imposed or recommended measures to promote social distancing; and

**WHEREAS**, such conditions now exist in the District, specifically, the Governor proclaimed a State of Emergency on March 4, 2020 due to COVID-19; and

**WHEREAS**, on June 11, 2021, the State Public Health Officer ordered all individuals to follow the state guidance on face coverings and its website recommends physical distancing; and

**WHEREAS**, as a consequence of the state of emergency and the state and local public health guidance, the Board of Directors does hereby find that the Mark Twain Health Care District shall conduct its meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

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**WHEREAS**, members of the public will be able to participate remotely through the digital means listed on the meeting agenda.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**Section 1. Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**Section 2. Remote Teleconference Meetings.** The Chief Executive Officer is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

**Section 3. Effective Date of Resolution.** This Resolution shall take effect immediately upon its adoption and shall be effective for 30 days, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

**Section 4: Certification.** The Clerk of the Board shall certify to the passage and adoption of this Resolution and cause it to be maintained in the records of the District.

**Adopted, Signed, and Approved** this 27th day of April 2022.

Linda Reed, President \_\_\_\_\_

STATE OF CALIFORNIA)

COUNTY OF)

CALAVERAS) ss

I, Debra Sellick, Secretary of the Mark Twain Health Care District Board of Directors Do Hereby Certify that the forgoing Resolution No. 2022 – 06 was duly adopted by the Board of Directors of said District on behalf of the Board of Directors & Finance Committee Meetings held in the month of April 2022 by the following vote:

Ayes:

Nays:

Absent:

Abstain:

Attest: Debra Sellick, Secretary: \_\_\_\_\_

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**Resolution No. 2022 - 07**  
**Authorizing Remote Teleconference Meetings**  
**for the Board of Directors & Finance Committee Meetings**  
**for the month of May 2022**

---

**Whereas**, the Mark Twain Health Care District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

**WHEREAS**, all meetings of the Mark Twain Health Care District’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s Board conduct its business; and

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

**WHEREAS**, it is further required that state or local officials have imposed or recommended measures to promote social distancing; and

**WHEREAS**, such conditions now exist in the District, specifically, the Governor proclaimed a State of Emergency on March 4, 2020 due to COVID-19; and

**WHEREAS**, on June 11, 2021, the State Public Health Officer ordered all individuals to follow the state guidance on face coverings and its website recommends physical distancing; and

**WHEREAS**, as a consequence of the state of emergency and the state and local public health guidance, the Board of Directors does hereby find that the Mark Twain Health Care District shall conduct its meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

Mark Twain Health Care District Mission Statement

“Through community collaboration, we serve as the stewards of a community health system that ensures our residents have the dignity of access to care that provides high quality, professional and compassionate health care”.

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**WHEREAS**, members of the public will be able to participate remotely through the digital means listed on the meeting agenda.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**Section 1. Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**Section 2. Remote Teleconference Meetings.** The Chief Executive Officer is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

**Section 3. Effective Date of Resolution.** This Resolution shall take effect immediately upon its adoption and shall be effective for 30 days, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

**Section 4: Certification.** The Clerk of the Board shall certify to the passage and adoption of this Resolution and cause it to be maintained in the records of the District.

**Adopted, Signed, and Approved** this 27th day of April 2022.

Linda Reed, President \_\_\_\_\_

STATE OF CALIFORNIA)

COUNTY OF)

CALAVERAS) ss

I, Debra Sellick, Secretary of the Mark Twain Health Care District Board of Directors Do Hereby Certify that the forgoing Resolution No. 2022 – 07 was duly adopted by the Board of Directors of said District on behalf of the Board of Directors & Finance Committee Meetings to be held in the month of May 2022 by the following vote:

Ayes:

Nays:

Absent:

Abstain:

Attest: Debra Sellick, Secretary: \_\_\_\_\_

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# ACHD Advocate

## April 2022

### What's New This Month:

- Bittersweet News to Share
- Advocacy Update:
- Webinar: [A Healthy Work Culture = A Healthy Community](#)

### CEO MESSAGE

This month ACHD has some bittersweet news to share with the membership. **Amber King**, Vice President, Advocacy & Membership, has accepted the position of Vice President, Legislative Affairs for [Leading Age California](#). Amber has served ACHD for the past 16 years as a committed and passionate advocate for healthcare districts. Her depth of knowledge about healthcare districts is unparalleled, and she will be missed by many. While we must adjust to the loss of her knowledge and talent, the ACHD team is excited for her as she embarks upon this new chapter in her professional career. Amber's last day at ACHD is April 15<sup>th</sup>. [Sarah Bridge](#), ACHD Legislative Advocate, will be your primary contact for advocacy related items following Amber's departure.



April's monthly educational webinar, titled [A Healthy Work Culture = A Healthy Community](#), features one of our own members sharing best practices and real-life examples of culture in action. Please join **Megan Vixie**, MPA, CVA, PHR, SHRM-CP, Chief Engagement Officer for Beach Cities Health District to learn more about how to connect best practices to tangible results for your organization.



Please join me in congratulating San Benito Health Care District for becoming a newly [Certified Healthcare District](#) and Petaluma Health Care District for Re-Certifying for the second time. Both districts successfully completed a core set of accountability and transparency standards and demonstrated best practices in governance. Learn more about ACHD's [Certified Healthcare District Program here](#).

Planning for **ACHD's 70<sup>th</sup> Annual Meeting** is underway as we look forward to celebrating 70 years of service to California's healthcare districts. We expect registration information to be available by June. In the meantime, please mark your calendars for **September 14-16** and plan to join us at the Hyatt Regency in Orange County to celebrate our milestone anniversary.



## LEGISLATIVE UPDATE

The legislature continues their work as they hear non-urgency bills in their first house. ACHD is tracking and actively engaged on a number of bills impacting healthcare districts. For a complete list of ACHD's active positions, please visit the [Legislative Reports page](#) on our website. As a reminder, bills have until May 6<sup>th</sup> to make it out of policy committees in their first house.

### State Budget

The state budget process has slowed in anticipation of the Governor's May Revise, where the Governor will present his updated budget in response to fiscal changes and initial feedback from the legislature. For those interested, the Legislative Analyst Office (LAO) released a [report on the State Appropriations Limit](#), also known as the Gann Limit. The LAO made a number of recommendations, that we expect will impact the Governor's May Revise, including rejecting a significant portion of the state's discretionary spending.

As a reminder, ACHD has a sponsored budget proposal of \$2 million to support Insure the Uninsured Project (ITUP) to comprehensively gather and report back to the Legislature data on the impacts of expanded broadband access on health outcomes. **We need your help supporting** this proposal, by encouraging your legislators to sign a legislative coalition support letter. Please visit our [Call to Action Page](#) for full details on the proposal and more information on how you can support our efforts.

## Workforce

The California Board of Registered Nursing (BRN) is seeking new members to serve on the [Nurse Education and Workforce Advisory Committee](#). Committee members work with the BRN, other educators, and stakeholders to communicate, collaborate and assist one another on relevant nursing issues that will lead to positive outcomes for the future of registered nursing to benefit the health and safety of health care consumers in California. They are seeking **two Advanced Practice Registered Nurses and one Registered Nurse employer**. The [application is available here](#) and must be submitted by Wednesday April 20, 2022.



## SPONSOR INSIGHTS

### Insights from Fiduciary Trust International, ACHD Bronze Sponsor

At the beginning of 2022, 2-year US Treasury bonds barely paid half a percent. The recovery from COVID and the aftereffects of fiscal and monetary stimulus have ushered in a new regime of higher growth and inflation. The Federal Reserve has taken notice and introduced a series of interest rate hikes that has driven yields for shorter maturity bonds higher.

The government code overseeing the investment of California Healthcare District funds is restrictive, limiting District holdings to credit ratings of “A” or better and with maturities of 5 years or less.

Fiduciary Trust has worked to help California Healthcare District clients make the most of their investment portfolios. We can make sure that District funds are working hard with a keen eye on the balance between return and risk. We look forward to helping District members take advantage of this in coming months. Learn more about [Fiduciary Trust here](#).



## UPCOMING EVENTS

## A Healthy Work Culture = A Healthy Community

ACHD WEBINAR EDUCATION SERIES

# A Healthy Work Culture = A Healthy Community

April 13, 2022 | 10:00 - 11:00 AM

**BCHD**  
A Public Agency

Presented by:  
**Megan Vixie**  
Chief Engagement Officer  
at BCHD

**ACHD**

[Register Here](#)

The Association of California Healthcare Districts (ACHD) represents Healthcare Districts throughout the state's urban, suburban and rural areas. California is home to 76 Healthcare Districts that play a profound role in responding to the specialized health needs of local communities by providing access to essential health services to tens of millions of Californians while also having direct accountability to the communities that Districts serve. In many areas, Healthcare Districts are the sole source of health, medical and well-being services in their communities.

Learn more at [www.achd.org](http://www.achd.org).

Association of California Healthcare Districts  
[www.achd.org](http://www.achd.org)





P. O. Box 95  
San Andreas, CA 95249  
(209) 754-4468 Telephone  
(209) 754-2537 Fax

**NOTICE OF GENERAL DISTRICT ELECTION**  
**To be consolidated with the November 8, 2022 General Election**  
 (Elections Code §10509, 10522, 10524, W. C. 71451)  
 Mark Twain Health Care District  
**Nov. 8, 2022 Election**

The purpose of said election is to elect three (3) directors for a FULL TERM to fill the offices presently held by the following directors whose terms expire December 1, 2022,

Name: Richard Randolph	Division (if Applicable) NA
Linda Reed	
Debbra Sellick	

The following section applies only if Director(s) was/were appointed to fill a vacancy in an office which is not normally scheduled to be voted on this year.  
 District will also elect one (1) director for a SHORT-TERM ending Dec. 1, 2022.

Name: Nancy Minkler	Division NA	Date Appointed	Director Replaced
	NA	May 26, 2021	Kathy Toepel

Candidates for office may obtain nomination papers between July 18, and August 12, 2022 (If incumbents fail to file for re-election the date will extend to August 17, 2022, for everyone other than incumbents) from Calaveras County Clerk, Elections Department, 891 Mountain Ranch Road San Andreas, CA 95249.

A Notice of Election will be published by Calaveras County Clerk, Elections Office in the Enterprise and the Valley Springs News.

**CANDIDATE’S STATEMENTS** (Check the appropriate box below)

- District will pay for Candidate’s Statements upon billing - NA
- Candidates will pay for Candidate’s Statements upon submittal - X

**MAP OR BOUNDARY DESCRIPTION** (REQUIRED) IS ENCLOSED HEREWITH

No Boundary changes X See boundary changes NA

Elections Code §10522 requires that at least 125 days (July 6, 2022) before the election a current map and boundary description be delivered to the Registrar of Voters.

Date	Debbra Sellick, Secretary of the Board of Directors P O Box 95 San Andreas, CA 95249-0095 (209) 754-4468
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**Resolution Calling General District Election  
Resolution No 2022 - 08  
Mark Twain Health Care District**

**WHEREAS**, an election will be held within the Mark Twain Health Care District within Calaveras County on November 8, 2022, for the purpose of electing Governing Board; Members; and

**WHEREAS**, Election Code §10403 requires jurisdictions to file with the Board of Supervisors, and the County Clerk, a resolution requesting consolidation with said election.

**THEREFORE, BE IT RESOLVED**, that the Mark Twain Health Care District requests the Board of Supervisors of Calaveras County to consolidate the District Election with the election to be held on November 8, 2022.

**BE IT FURTHER RESOLVED** that the District agrees to reimburse the County Elections Department for actual costs accrued as a result of this consolidation. The District acknowledges that the consolidated election will be held and conducted in the manner prescribed in Election Code §10418.

**ON A MOTION** by Director \_\_\_\_\_. Seconded by Director \_\_\_\_\_ the foregoing resolution was duly passed and adopted by the following vote on April 27, 2022.

**Ayes:**

**Noes:**

**Absent:**

**ABSTAINED:**

Attest:

\_\_\_\_\_  
Linda Reed, Chair of the Board of Directors

\_\_\_\_\_  
Debra Sellick, Secretary of the Board of Directors

Mark Twain Health Care District Mission Statement

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**MARK TWAIN HEALTH CARE DISTRICT  
RURAL HEALTH CLINICS  
POLICY AND PROCEDURES**

POLICY: Audiogram-Threshold	REVIEWED: 11/11/18; 9/14/19; 11/20/20; 8/25/21; <u>3/31/22</u>
SECTION: Patient Care	REVISED: 9/14/19; <u>3/31/22</u>
EFFECTIVE: <u>9/29/21</u> / <u>4/27/22</u>	MEDICAL DIRECTOR:

**Subject:** Threshold Audiogram

**Objective:** To assess auditory status of patient

**Response Rating:** Minimal

**Required Equipment:** Audiometer, EMR

**Applies to:** All Personnel with documented audiometry training

**Policy**

Hearing screenings are a part of our comprehensive patient services. An audiogram may be required for pediatric physical examinations, pre-employment screening or for complaints of hearing loss, ear infections, trauma to the ear, ringing in the ears.

**Procedure**

1. As a part of the pediatric patient’s physical examination. Guidelines and frequency of screening to be determined by the provider in conjunction with the American Academy of Pediatrics recommendations for preventive pediatric health care located on the periodicity schedule.
  - A. If the screening is not performed per the recommended periodicity schedule, document in the EMR the reason. Example “patient unable to follow direction.”
  - B. If the screening is attempted and not performed, practitioner notation must be made with a plan for follow-up to rescreen.
2. Assemble the equipment
3. Ensure that the room is quiet and free of distractions (i.e. nearby conversations).
4. Explain the procedure to patient and demonstrate its use.
5. Inform the patient: “I am going to place the earphones over your ears. You will hear a variety of tones. Some will be high, some low, some loud some very soft. Whenever you hear, or think you hear one of

those sounds, ~~raise your hand~~ push the button. Alternately, if it is a young child or a patient, unable to press a button, they may raise their hand. Lower your hand when you no longer hear the sound.

Remember that

though some of the tones will be easier to hear, others will be very faint. Therefore, you should listen very carefully and raise your hand whenever you think you hear the tone.”

6. Place the headset over the patient’s ears.
7. The routine hearing screening will be set at 20 decibels, to be tested at 1000, 2000, and 4000 Hz.
8. If the patient cannot hear at the threshold level on one of the tones, increase the decibel level by 10 and retest the patient to determine their hearing threshold.
9. Document the results in the EMR and the physical form. Include the threshold level required at each tone.
10. Mark hearing screen in EMR.
11. Report abnormal results to the practitioner.
12. Provide follow-up as directed (referrals, treatment plans, etc.), and document.

**MARK TWAIN HEALTH CARE DISTRICT  
RURAL HEALTH CLINICS  
POLICY AND PROCEDURES**

POLICY: Instrument Cleaning for Sterilization	REVIEWED: 7/24/19; 2/18/21; <u>3/31/22</u>
SECTION: Infection Control	REVISED: <u>3/31/22</u>
EFFECTIVE: <del>March Board Meeting</del> <u>4/27/22</u>	MEDICAL DIRECTOR:

**Subject:** Instrument Cleaning for Sterilization

**Objective:** To prevent cross-contamination by killing infectious bacteria, viruses, yeasts, molds and bacterial spores.

Disposable sterile supplies will be used when possible but some instruments and suture sets will be sterilized by autoclaving.

Sterilization is the process of destroying all forms of microbial life including infectious bacteria, viruses, yeast, mold and bacterial spores. The first step of sterilization is cleaning. Dirt cannot be sterilized. Steam or gas cannot make contact with surfaces that have oils, grease, proteins, soap curds, blood, pus or feces on them. The instruments to be sterilized ~~will must~~ be ~~returned~~-clean and ready to sterilize.

**Response Rating:** Mandatory

**Required Equipment:** Personal protective equipment (gloves, gown, face shield), brush, approved soap, approved instrument soaking solution at proper dilution

**Procedure:**

1. Items to be sterilized will be prepared as follows:
  - a. After rinsing, place dirty instruments in the designated "dirty" area of the utility room.
  - ~~b. a. Scrub the instruments with a brush, soap, and water until visible soil is removed. Serrated instruments will be scrubbed with special attention paid to the hinged area. Implements that can be broken down into parts should be broken down with the joints and clasps given close attention.~~
  - b. Rinse and soak for thirty (30) minutes in approved instrument soak.
  - ~~c. Scrub the instruments with a brush, soap, and water until visible soil is removed. Serrated instruments will be scrubbed with special attention paid to the hinged area. Implements that can be broken down into parts should be broken down with the joints and clasps given close attention.~~

Instrument Cleaning for Sterilization  
Policy Number 93

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~~b. Spray with approved instrument foam and allow for process for 15 minutes.~~

d. Instruments will be rinsed in cold water, dried and set aside for sterilization.

~~e.~~ spray hinged instruments with lubricant and allow to dry.

~~f.~~ Single use implements will be properly disposed of after use. Single use implements are not to be cleaned or sterilized under any circumstances.

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**MARK TWAIN HEALTH CARE DISTRICT  
RURAL HEALTH CLINICS  
POLICY AND PROCEDURES**

POLICY: Radiology Safety	REVIEWED: 4/1/19; 3/1/20; 8/2/21; <u>4/08/22</u>
SECTION: Operations	REVISED: 3/1/20; <u>4/08/22</u>
EFFECTIVE: 08/25/2021	MEDICAL DIRECTOR:

**Subject:** Radiation Safety

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**Objective:** Safety of personnel and patients in Radiology Department

**Response Rating:** Mandatory

**Procedure:** Radiation Safety and Protection Program

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**Organization and Administration**

1. Senior Radiological Technician will be responsible for the implementation and enforcement of all Radiation Safety and Protection procedures.

**ALARA Program**

1. The radiology department shall use, to the extent practicable, procedures and engineering controls based upon sound radiation protection principles to achieve occupational doses and doses to members of the public that are as low as is reasonably achievable (ALARA).
2. All technicians working in the radiology department will be required to use tested and approved techniques posted at the x-ray console in the radiology department to achieve the principles of the ALARA program.

**Dosimetry Program**

1. All technicians will be required to wear approved film badges that will monitor their doses of radiation while working within the radiology department.
  - a. Film badges will be left in the radiology office upon end of shift. Badges are NOT to be taken out of the radiology department.

Radiation Safety and Protection Program  
Policy Number 149

- b. A Control film badge will be kept in the radiology department at all times conspicuously located in the designated drawer.
2. Film badges will be monitored, checked, and documentation will be provided on a quarterly basis.
3. Radiation dosimetry reports will be reviewed and initialed by the Clinic Manager on a quarterly basis. Copies of these reports will be made available to all technicians involved in the dosimetry program.
4. Technicians will be instructed on the proper use of individual monitoring devices including consequences of over exposure to radiation.
- 4.5. If a radiology technician becomes pregnant, risks will be explained and the employee may sign an affidavit stating the risks have been explained, understood and agree to remain in the department. A special fetal monitoring badge will be provided to and worn by the employee in addition to their personal dosimetry badge.

#### **Radiological Controls**

1. Entry and Exit Controls
  - a. The two doors entering the radiology department will be closed at all times when an exam is in progress.
2. Posting Requirements
  - a. The two doors entering the radiology department will be posted with a sign indicating a radiologic exam is in progress and to Not Enter
  - b. A current copy of Department Form RH-2364 (Notice to Employees) will be posted in the radiology department office for all employees to read.
  - c. A copy of the CCR 17 (California Code of Regulations) with a copy of operating and emergency procedures applicable to work will be available to employees in the radiology department for review.

#### **Disposal of Equipment**

1. Any sale, transfer, or discontinuance of use of any reportable source of radiation will be reported in writing to the Department.

#### **Other Controls**

1. Positioning aids, gonadal shielding, and protective aprons are available within the radiology department for shielding patients from over exposure to radiation.
  - a. These aids will be tested annually and logged to ensure the integrity of the devices.
  - b. Protective aids will be placed on the x-ray table and an x-ray image will be taken to ensure efficacy of the protective devices

### **Record Keeping and Reporting**

1. Supervision of all record keeping will be the responsibility of the Senior Radiologic Technician.
2. Records kept on hand are in the Radiology Department and will be scanned into the shared drive:
  - b.a. Daily log of patients and exams
  - ~~b.a.~~ Daily log of patients and exams
  - c.b. Records release forms (disc's of digital images for patients)
  - d.c. Radiation Dosimetry Reports
  - e.d. Digest of new regulations to CCR 17
  - f.e. Log of testing of Radiation Protection devices

### **Training**

1. Operating and Safety Procedures: Safety Procedures for radiology equipment are delineated in the Operational Manual provided by the equipment manufacturer. These procedures are located in the Radiology Department.
2. On an **annual** basis all radiological technicians will be instructed in the health protection problems associated with exposure to radiation, in precautions or procedures to minimize exposure, instruct such individuals in, and instruct them to observe, to the extent within their control, the applicable provisions of Department regulations for the protection of personnel from exposures to radiation occurring in the radiology room.
  - a. These training sessions will be documented and that documentation will be kept in the radiology department office.
3. Technicians will be reminded of their responsibility to report promptly to the administrative staff of the Health Care District any condition that may lead to or cause a violation of department regulations or unnecessary exposure to radiation.
4. Technicians will be instructed in the appropriate response to warnings made in the event of any unusual occurrence or malfunction that may involve exposure to radiation and advise them as to the radiation exposure reports which they may request.

### **Quality Assurance Programs**

Radiation Safety and Protection Program  
Policy Number 149

1. Annually, the radiology equipment will be subjected to a preventative maintenance inspection by qualified radiological maintenance personnel.
  - a. Any repairs necessary to maintain the safety and functionality of the equipment will be documented and that documentation will be kept in the radiology department office for later review.
  - b. It will be the responsibility of the Clinic Manager to keep and maintain these records.

### **Internal Audit Procedures**

1. This procedure will be reviewed on an annual basis.
  - a. The procedure will be reviewed by the Senior Radiologic Technician.
  - b. All Radiologic Technicians in the Radiology Department will review and sign the procedure after each annual review.
2. A copy of this procedure will be available in the Radiology Department for review by personnel.
3. This procedure will also be placed in the Policy and Procedures manual of the Mark Twain Health Care District.

Reference: California Code Regulations, Title 17

Reference: California Code Regulations, Title 17

<https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/CLPPB/CDPH%20Document%20Library/Title%2017%20RegulationText%2010.10.2018.pdf>

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**MARK TWAIN HEALTH CARE DISTRICT  
RURAL HEALTH CLINICS  
POLICY AND PROCEDURES**

POLICY: Radiology Department Safety Guidelines	REVIEWED: 4/1/19; 12/31/20; 9/29/21; <del>4/08/22</del>
SECTION: Operations	REVISED: <del>4/08/22</del>
EFFECTIVE: <del>10/27/21</del> 2/27/22	MEDICAL DIRECTOR:

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**Subject:** Radiology Department Safety Guidelines

**Objective:** To outline radiology department guidelines to support patient and staff safety in accordance with California Radiation Control Regulations.

**Response Rating:** Mandatory

**Definitions:**

A.L.A.R.A. – As low as reasonably achievable; limiting radiation exposure to patients by ensuring that proper procedures and techniques are followed to prevent the need for repeated imaging because of sub-optimal image quality.

**Title 17 link:**

<https://www.cdph.ca.gov/Programs/CCDPPH/DEODC/CLPPB/CDPH%20Document%20Library/Title%2017%20RegulationText%2010.10.2018.pdf>

**Procedure:**

1. No x-ray worker shall be used to hold patients or films except in an emergency and no person shall be regularly used for this service. If an individual must hold the patient, that individual shall be protected with appropriate shielding devices such as protective gloves and apron and they shall be so positioned that the useful beam will strike no part of their body. [17 CCR §30308 (b)(1)].
2. Only individuals required for the radiographic procedure shall be in the radiographic room during the exposure, and except for the patient, all such persons shall be equipped with appropriate protective devices. [17 CCR §30308 (b)(2)].
3. The radiographic field shall be restricted to the area of clinical interest. [17 CCR §30308 (b)(3)].
4. Gonadal shielding of not less than 0.5mm lead equivalent shall be used for patients who have not passed the reproductive age during radiographic procedures in which the gonads are in the direct beam, except for cases in which this would interfere with the diagnostic procedure. [17 CCR §30308 (b)(4)].

Radiology Department Safety Guidelines  
Policy Number 150

5. If an employee working in radiology is pregnant, a feta monitoring badge will be worn in addition to the employee's dosimetry badge.

6. The operator shall stand behind the barrier provided for their protection during radiographic exposures. [17 CCR §30308 (b)(5)].

**MARK TWAIN HEALTH CARE DISTRICT  
RURAL HEALTH CLINICS  
POLICY AND PROCEDURES**

POLICY: Vaccine Administration	REVIEWED: 6/1/19; 3/30/21; <u>3/24/22</u>
SECTION: Patient Care	REVISED: 3/30/21; <u>3/31/22</u>
EFFECTIVE: <u>4/28/21</u> <del>27</del> / <u>22</u>	MEDICAL DIRECTOR:

**Subject:** Vaccine administration and vaccine program management

**Objective:** The safe and effective management of the vaccine program; safe and timely administration of vaccinations to Clinic patients.

**Response Rating:**

**Required Equipment:**

**Procedure:**

1. Immunizations are administered, by nursing staff, upon receipt of written orders from the provider.
2. Medical staff members will refer to the Recommended Childhood Immunization Schedule for United States ~~2018-2022~~ that is offered by the Centers for Disease Control via their website, [www.cdc.gov](http://www.cdc.gov), and approved by ACIP, AAP, AAFP and the Vaccines for Children program.
3. Every effort will be made to keep patients current with the immunization schedule as published.
4. Request the immunization record (shot card, yellow folder) from the parent on arrival and verbally confirm that all immunizations given are recorded there. Check the online California Immunization Registry to determine whether patient’s record is there. Compare patient’s Clinic medical record, paper immunization record, and the online data. Question discrepancies.

A complete and accurate immunization history is needed before vaccines can be given. Always initiate an immunization record when appropriate and instruct the parent to present the record at each visit.

5. Providers will assess the patient’s immunization history and will write orders for all vaccines determined to be due. The vaccines will be offered according to the approved schedule for immunization for normal infants and children. Advise parent/guardian that after they have read the Vaccine Information Sheet (VIS), the provider will discuss any questions before consent is requested and immunizations given.
6. Determine whether patient’s immunizations will be given from Vaccines for Children inventory or via Clinic purchased stock.



7. Nursing staff will administer vaccines ~~after~~with parent/guardian consent (~~has signed the consent for influenza~~).
8. Advise the patient/parent/guardian that they may direct concerns or questions to the provider who ordered the vaccines or the provider or nurse on duty.
9. The Clinic is required to report select events occurring after vaccination to the U.S. Department of Health and Human Services. Vaccine package inserts offer the most current guidance on reporting.
10. The updated vaccination record is returned to the parent/guardian. Reinforce that the card is the permanent record and must be retained for the next immunization visit.
11. Indicate to the parent/guardian when the next immunization is due.
12. The National Childhood Vaccine Injury Act requires that all healthcare providers who administer one or more vaccines or toxoids record in the vaccine recipient's permanent medical record the date the vaccine was administered, the manufacturer and lot number of the vaccine, ~~and~~ the first initial + full last name, ~~address~~, and title of the person administering the vaccine.
13. All adverse reactions associated with vaccination must be reported to the U.S. Department of Health and Human Services. Adverse events are reported on a Vaccine Adverse Event Reporting System (VAERS) form. VAERS will accept all reports of suspected adverse events after the administration of any vaccine.
14. Patient education is a required element of the vaccination process.
  - a. The provider will educate the parents/guardians about the important of immunizations, the diseases they prevent, the recommended vaccination schedules, the need to receive vaccinations at recommended ages, and the importance of bringing their child's immunization record to each visit.
  - b. The provider should answer all questions regarding immunizations.
  - c. Education materials, in the form of Vaccine Information Sheets (VIS) must be given to the patient/parent/guardian prior to the signing of consent and administration of immunization.
  - d. Prior to vaccinating, the provider will discuss with patient/parent/guardian contraindications, risks, benefits specific to the immunizations being given.
  - e. ALL-Certain immunizations require a signed consent form prior to administration. This must be signed by the patient if they are an adult (see Policy Consents for Treatment – Guidance) or if a minor/disabled will be signed by the parent/legal guardian.
15. Administration of vaccines
  - a. Oral Vaccines
    1. When administering oral vaccine, make sure that infants and toddlers swallow the vaccine by pushing up on the chin to stimulate the swallow reflex. If the child spits out all or part of the dose, attempt administration one more time. If the child spits out the second attempt, do not re-administer.

- b. Injectable Vaccines
  - 1. Although vaccine inventory is checked for outdates on a monthly basis, always check and double check the vaccine vial to ensure it is not expired.
  - 2. Double check vaccine vial to ensure it is the vaccine ordered.
  - 3. Draw just the required amount for the dose in the syringe, usually 0.5cc, using proper syringe loading techniques. Careful filling of the syringe will prevent vaccine waste and enable use of all doses in the vial.
  - 4. See vaccine guidance tools for routes and sites.
  - 5. There is no known risk of side effects and no loss of vaccine efficacy when Hib, MMR, OPV, and DTP are given simultaneously and this practice is recommended by the ACIP. Simultaneous administration of these vaccines is also approved by the American Academy of Pediatrics.
  - 6. A new needle and syringe must be used for each immunization.
  - 7. Wash hands and don gloves prior to administering the vaccine.
  - 8. Clean the site with alcohol swab.
  - 9. Inject the syringe using proper technique with parent/guardian holding the child.
  - 10. Withdraw the needle quickly, immediately engage the safety mechanism to cover the needle . Place Band-Aid over the injection site.
- c. Holding the child
  - 1. The infant or child should be properly restrained on a table or an adult's lap. The parent/guardian should be instructed to hold the child securely. Older children preferably should be seated for immunizations.
- d. Proper needle and syringe disposal
  - 1. Do not recap or clip needles or separate needle and syringe. Discard syringe and needle in a puncture-proof sharps container.
- e. Potential reactions
  - 1. There may be some reactions to immunizations after they have been administered. See Vaccine Reactions, Adverse Effects, Liability Concerns. Report reactions accurately and completely.

## 16. Documentation

- a. Provider Record
- b. Patient's personal record
  - a. A personal immunization record must be given to each patient, updated on each visit and maintained by the parent/guardian.
  - b. It is important to place emphasis on the "return date" or "date next dose is due" when scheduling patient return visits. Make sure that the parent/guardian (or older patient) is told when to return and that this date is entered on their immunization record.

## 17. Storage

- a. Refrigerate vaccine immediately when it is received. Store oral polio and varicella vaccine in freezer. Do not store vaccine in the door of the ~~refrigerator~~freezer.

- b. Protect MMR from light at all times and keep cold. Do not remove vial from the ~~refrigerator~~ freezer until time to reconstitute and administer. Diluent does not need refrigeration if MMR is administered right after diluent is added.
- c. Rotate vaccine stock to avoid outdating. Note the expiration dates on vials or cartons and use short-dated vaccines first. Keep vials and polio disettes in their original cartons. Do not use outdated vaccine.
- d. Safeguard the refrigerator and freezer in a lockable room. Make sure they stay plugged in.
- e. Post a warning sign so electricians or janitors do not accidentally unplug the appliances or turn off the circuit or electricity.
- f. Maintain proper temperatures in the refrigerator (2 degrees C to 8 degrees C or 35 degrees F to 46 degrees F) and in the freezer -14 degrees C or 5 degrees F or lower). Utilize plastic containers of water in the refrigerator and cold packs in the freezer to maintain proper temperature.
- g. Install a data logger in both the refrigerator and freezer. Maintain a spare device in the event of active device failure.
- h. Log refrigerator and freezer temperature temperatures twice a day, first thing in the morning and before the end of the Clinic's business day.
- i. As part of the end of day procedure, confirm both the refrigerator and freezer are secured and closed and units are plugged in.

**MARK TWAIN HEALTH CARE DISTRICT  
RURAL HEALTH CLINICS  
POLICY AND PROCEDURES**

POLICY: Waived Testing Quality Assurance	REVIEWED: 10/1/19; 3/30/21; <del>3/24/22</del>
SECTION: Waived Testing	REVISED: 3/30/21; <del>3/31/22</del>
EFFECTIVE: <del>4/28/21</del> 4/27/22	MEDICAL DIRECTOR:

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**Subject:** Waived Testing Quality Assurance

**Objective:** Accurate, timely performance of quality assurance checks and waived testing program overview, using manufacturer’s instructions.

**Response Rating:** Mandatory

**Required Equipment:**

**Procedure:**

1. Quality Assurance testing will be performed at the approved intervals, using the manufacturer’s recommended methodologies/controls.
2. Owner’s manuals and other manufacturer’s guidance will be maintained in the lab in an organized and accessible manner so as to facilitate use by the staff.
3. Quality control activities will be performed on the various waived testing modalities in keeping with the current Waived Testing Program QC Requirements.
4. Quality Control logs will be maintained for each modality and will be completed each time QC activities take place. All QC logs will be provided to the Manager at the end of each month for review and stored in the Manager’s office and/or on the Clinic server.
5. Quality Control logs will be presented at QAPI meetings for review and discussion by the Committee
6. Specific to the ClinicTest Urinalysis
  - a. QC printout will be retained and attached to the back of the QC log for each QC test performed
  - b. The Manager or their designee will randomly check that the daily QC is performed and the device is “in the green” based upon the QC printout.
  - c. The printouts ~~will be retained in an envelope labeled by month being reviewed will be initialed and dated by the reviewer.~~

Waived Testing Quality Assurance  
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**MARK TWAIN HEALTH CARE DISTRICT  
RURAL HEALTH CLINICS  
POLICY AND PROCEDURES**

POLICY: Waived Testing - RSV Rapid Test	REVIEWED: 8/29/19; 3/30/21; <u>3/31/22</u>
SECTION: Waived Testing	REVISED: <u>3/31/22</u>
EFFECTIVE: <u>4/28/2027/22</u>	MEDICAL DIRECTOR:

**Subject:** RSV rapid (waived) testing

**Objective:** To detect the RSV virus in the Clinic setting, for diagnosis and treatment

**Response Rating:**

**Required Equipment:** RSV Rapid Test Kit

**Procedure:**

Collection:

1. Upon receipt of a provider’s written order and after applying gloves, retrieve a swab from the Rapid RSV test kit. Use the swabs that come with the test kit only.
2. Only ~~nasal~~nasopharyngeal swabs may be used with this test. Insert the swab into the ~~nostril~~nare that appears to have the ~~most~~ secretions. ~~Using a rotation, push the swab gently until resistance is met at the level of the    turbinates, at least one inch into the nostril. Rotate the swab a few times against the nasal wall.~~
3. Test the swab as soon as possible after collection. Swabs may be held at room temperature for no longer than eight (8) hours.
4. To transport patient samples, place swab in a clean, dry container such as a plastic or glass tube.

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Testing:

1. Mix the swab in buffer: Using the supplied dropper top, add extraction reagent to the supplied kit test tube. Fill the test tube with the extraction reagent to the fill line indicated on the test tube. Note: add the extraction reagent to the tube before putting in the specimen swab to prevent contamination.
2. Add the patient swab to the tube: Squeeze the bottom of the tube so the swab head is compressed. Rotate the swab five (5) times. Keep the swab in the tube for one (1) to two (2) minutes.
3. Squeeze liquid form the swab: squeeze as much fluid as possible from the swab by pinching the sides

Waived Testing RSV Rapid Testing  
Policy Number 211

of the flexible test tube as the swab is removed. Discard the swab in a suitable biohazard waste container.

4. Add test strip: Remove a test stick from the [packaging](#). Place the test stick (arrows pointing down) into the tube with the extraction reagent solution. Set a timer for fifteen (15) minutes. Do not handle or remove the rest strip for 15 minutes.
5. After fifteen (15) minutes, remove the test stick from the tube and read the results (some positive results will be seen early). Discard used testing materials.
6. Remove gloves and wash hands.
7. Record results in the patient's EMR.
8. Advise provider of the results and await instructions.

**MARK TWAIN HEALTH CARE DISTRICT  
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POLICY AND PROCEDURES**

POLICY: Waived Testing - Urine Pregnancy Testing	REVIEWED: 8/29/19; 3/30/21; <u>3/31/22</u>
SECTION: Waived Testing	REVISED: 2/16/17; <u>3/31/22</u>
EFFECTIVE: 4/ <del>28</del> / <u>27</u> /22	MEDICAL DIRECTOR:

**Subject:** Urine pregnancy testing using Clinitest hCG waived testing kit

**Objective:** Accurate, timely point-of-care testing to determine pregnancy

**Response Rating:**

**Required Equipment:** Gloves, test cassette, urine specimen, pipette

**Procedure:**

1. Test cassettes must be stored in their original ~~container, tightly capped~~ packaging, in a room whose temperature range is 36 to 86 degrees F.
2. Before use, ensure test cassettes have not passed their expiration date.
3. Don gloves.
4. Obtain collected specimen from the patient. Label specimen with two patient identifiers (e.g. name and date of birth).
5. Using the pipette, withdraw sample of patient specimen and place sufficient urine in the test cassette sample well.
5. Place the test cassette on the test table.
6. Touch start. You have 8 seconds to complete this step.
7. The test table will automatically be pulled into the instrument and will analyze the specimen.
8. Remove the cassette and place in the biohazard bin.
9. Read the results presented on the face of the machine and record results in the EMR.

**MARK TWAIN HEALTH CARE DISTRICT  
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POLICY AND PROCEDURES**

POLICY: Standardized Procedure for Glucose Check for Diabetic Patients	REVIEWED: 6/1/19; 3/30/21; 3/24/22; 4/08/22
SECTION: Standardized Procedures	REVISED:
EFFECTIVE: 4/28/2127/22	MEDICAL DIRECTOR:

**Subject:** Standardized procedure for glucose testing of diabetic patients

**Objective:** To define and clarify procedures and tests that may be performed by a qualified clinical nursing/medical assistant for patients diagnosed with diabetes and returning for follow-up with a health care provider.

**Response Rating:**

**Required Equipment:**

**Procedure:**

After completion of training and documentation of demonstrated competency, the Nursing/Medical Assistants employed in the outpatient clinics are authorized by the Medical Staff to perform Clinical Laboratory Improvement Amendments (CLIA) waived test for Random Blood Sugar determination and Hemoglobin A1C for all patients diagnosed with diabetes and presenting to the clinic for a follow up visit.

Testing for Random Blood Sugar is a recommended assessment of glycemic control in the management of diabetes (American Diabetes Association, 2013).

Testing for HbA1C is a recommended assessment of glycemic control in the management of diabetes. (U.S. Department of Health and Human Services, 2012).

The standard of medical care in Diabetes may be accessed through the linked websites located at the reference below.

**Reference:**

American Diabetes Association (2013). Standards of Medical Care in Diabetes. Diabetes Care ; 36 (S11-66). Retrieved from [http://care.diabetesjournals.org/content/36/Supplement\\_1/S11.full](http://care.diabetesjournals.org/content/36/Supplement_1/S11.full)

Diabetes HbA1C (Poor Control), U.S. Department of Health and Human Services Health Resources and Services Administration. Retrieved from <https://www.hrsa.gov/sites/default/files/quality/toolbox/508pdfs/diabetesmodule.pdf> August 8, 2018.



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POLICY AND PROCEDURES**

POLICY: Standardized Procedure for Hemoglobin Assessment	REVIEWED: 6/1/19; 3/30/21; <u>3/24/22</u>
SECTION: Standardized Procedures	REVISED:
EFFECTIVE: <u>4/28/2027/22</u>	MEDICAL DIRECTOR:

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**Subject:** Standardized procedure for the assessment for hemoglobin (use of HemoCue)

**Objective:** To define and clarify procedures and tests that may be performed by a qualified clinical nursing/medical assistant for patients diagnosed with anemia and returning for follow up with a health care provider.

**Response Rating:**

**Required Equipment:**

**Procedure:**

After completion of training and documentation of demonstrated competency, the Nursing/Medical Assistants employed in the Clinic are authorized by the Medical Staff to perform Clinical Laboratory Improvement Amendments (CLIA) waived test of Hemoglobin determination for all patients presenting with a diagnosis of Anemia, all patients who will need a WIC (Women, Infant and Children) referral/appointment, and patients who require a CHDP physical examination and for whom a Hemoglobin Assessment is indicated based upon the current periodicity schedule.

Testing for hemoglobin has been recommended as a sensitive test for the assessment of iron deficiency anemia (USPSTF, 2006).

The US Preventative Task Force Screening Recommendation may be accessed through the link on the USPSTF website located at the reference below.

**Reference:**

U.S. Preventive Services Task Force (2006). *Screening for Iron Deficiency Anemia—Including Iron Supplementation for Children and Pregnant Women: Recommendation Statement*. Publication No. AHRQ 06-0589, May 2006. Retrieved from

(UPDATED n/d)

[https://www.uspreventiveservicestaskforce.org/home/getfilebytoken/c7NQCTUxonKVCR\\_B8nGq9y](https://www.uspreventiveservicestaskforce.org/home/getfilebytoken/c7NQCTUxonKVCR_B8nGq9y)

Standardized Procedure for Hemoglobin Assessment  
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**MARK TWAIN HEALTH CARE DISTRICT  
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POLICY AND PROCEDURES**

POLICY: Standardized Procedure for Physical Examinations	REVIEWED: 6/1/19; 2/20/20; 3/30/21; <u>3/24/22</u>
SECTION: Standardized Procedures	REVISED: 2/20/20
EFFECTIVE: 4/ <del>28</del> / <u>27</u> /22	MEDICAL DIRECTOR:

**Subject:** Standardized orders for physical examinations (sports physical, post-offer physical, annual wellness exam).

**Objective:** To define and clarify procedures and tests that may be performed by a qualified clinical nursing/medical assistant for a physical examination.

**Response Rating:**

**Required Equipment:**

**Procedure:**

After completion of training and documentation of demonstrated competency, the Nursing/Medical Assistants employed in the Clinic are authorized by the Medical Staff to perform components of physical examinations as found on the physical examination forms utilized in the Clinic. This includes:

- \*Vital signs (height/length, weight, blood pressure, respiration, temperature, body mass index, head circumference)
- \*Sensory screening (Snellen eye test, audiometry, Ishihara test for color blindness)
- \*Procedure/Test (capillary specimen collection for hemoglobin and/or blood glucose, capillary specimen collection for Blood Lead, testing of urine via approved urinalysis processes)
- \*Risk assessment/anticipatory guidance questionnaires (Tuberculosis, Lead, Tobacco, Nutritional, and Psychosocial-Behavioral), as well as completion of the age-range specific Staying Healthy Assessment (SHA) tool

Reference: [https://downloads.aap.org/AAP/PDF/periodicity\\_schedule.pdf](https://downloads.aap.org/AAP/PDF/periodicity_schedule.pdf)

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POLICY AND PROCEDURES**

POLICY: Standardized Procedure for Pregnancy Testing of Patients on Contraception	REVIEWED: 6/1/19; 3/30/21; <u>3/24/22</u>
SECTION: Standardized Procedures	REVISED: 3/30/21
EFFECTIVE: <u>4/28/21</u> <del>27/22</del>	MEDICAL DIRECTOR:

**Subject:** Standardized procedure for pregnancy testing of patients on contraception

**Objective:** To define and clarify procedures and tests that may be performed by a qualified clinical nursing/medical assistant for patients who will initiate or are maintaining a contraception method.

**Response Rating:**

**Required Equipment:**

**Procedure:**

After completion of training and documentation of demonstrated competency, the Nursing/Medical Assistants employed in the Clinic are authorized by the Medical Staff to perform Clinical Laboratory Improvement Amendments (CLIA) waived Urine Pregnancy Test for all female patients in the reproductive age group who are initiating or maintaining a contraceptive method. Examples of forms of contraception are Intra-Uterine Devices (IUD), Depo- Provera Injections, Oral Contraceptive Pills (OCP), Birth Control Patch, Birth Control Rings, and Sub dermal Implants.

Known or suspected pregnancy is a contraindication for use of contraception. Urinalysis Pregnancy Testing is a recommended assessment of determining pregnancy status of a patient.

The contraindications for women in a contraceptive method may be accessed through the link website located at the reference below.

**Reference:**

Merck and Company (2012, Last Update: 10/2020). Nexplanon Prescribing Information. Contraindications for Nexplanon. Retrieved from [http://www.merck.com/product/usa/pi\\_circulars/n/nexplanon/nexplanon\\_pi.pdf](http://www.merck.com/product/usa/pi_circulars/n/nexplanon/nexplanon_pi.pdf)

Pfizer (2011, Revised December 2020). DepoProvera Prescribing Information. Contraindications for Depo Provera. Retrieved from <http://labeling.pfizer.com/ShowLabeling.aspx?id=522>

Jansen ( 2012). Ortho EvraPatch Prescribing Information. General Precaution. Retrieved from <http://www.orthoevra.com/fullprescribeinfo.html>

Bayer (2013, updated 08/2020). Mirena IUD Prescribing Information. Contraindications for Mirena. Retrieved from [http://labeling.bayerhealthcare.com/html/products/pi/Mirena\\_PI.pdf](http://labeling.bayerhealthcare.com/html/products/pi/Mirena_PI.pdf)

Teva (August 2020) ParaGuard IUD Prescribing Information. Contraindications for ParaGuard. Retrieved from [http://www.paragard.com/images/ParaGard\\_info.pdf](http://www.paragard.com/images/ParaGard_info.pdf)

Bastian, L. & Brown, H (2013, Last updated Sep 08, 2020, current through Feb 2021). Clinical Manifestations and Diagnosis of Early Pregnancy. Urine Pregnancy Test. Retrieved from [http://www.uptodate.com/contents/clinical-manifestations-and-diagnosis-of-early-pregnancy?source=search\\_result&search=urine+pregnancy+test&selectedTitle=1%7E150#H8967182](http://www.uptodate.com/contents/clinical-manifestations-and-diagnosis-of-early-pregnancy?source=search_result&search=urine+pregnancy+test&selectedTitle=1%7E150#H8967182)

**MARK TWAIN HEALTH CARE DISTRICT  
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POLICY AND PROCEDURES**

POLICY: Standardized Procedure for Pulse Oximeter	REVIEWED: 6/1/19; 3/30/21; <u>3/24/22</u>
SECTION: Standardized Procedures	REVISED: 3/30/21
EFFECTIVE: <u>4/28/21-27/22</u>	MEDICAL DIRECTOR:

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**Subject:** Standardized procedure for Pulse Oximeter

**Objective:** To define and clarify procedures and tests that may be performed by a qualified clinical nursing/medical assistant for patients presenting with signs and symptoms of respiratory distress.

**Response Rating:**

**Required Equipment:** Pulse oximeter, patient medical record

**Procedure:**

After completion of training and documentation of demonstrated competency, the Nursing/Medical Assistants employed in the Clinic are authorized by the Medical Staff to perform oxygen saturation measurement using Pulse Oximetry for all patients presenting with symptoms or previous diagnosis of any respiratory issues or respiratory distress such as difficulty breathing (dyspnea), shortness of breath and/or upper respiratory infection.

Pulse Oximetry is a procedure that allows a non-invasive measurement of arterial hemoglobin (Mechem, 2013).

The standard of medical care for respiratory distress may be accessed through the link website located at the reference below.

**Reference:**

Mechem, C. (Last updated: Mar 08, 2021). Pulse Oximetry. Retrieved from [http://www.uptodate.com/contents/pulse-oximetry?source=search\\_result&search=Pulse+oximetry&selectedTitle=1%7E150](http://www.uptodate.com/contents/pulse-oximetry?source=search_result&search=Pulse+oximetry&selectedTitle=1%7E150)

**MARK TWAIN HEALTH CARE DISTRICT  
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POLICY AND PROCEDURES**

POLICY: Standardized Procedure for Strep A - Rapid	REVIEWED: 6/1/19; 3/30/21; <u>3/24/22</u>
SECTION: Standardized Procedures	REVISED: 3/30/21
EFFECTIVE: <u>4/28/21</u> <del>27/22</del>	MEDICAL DIRECTOR:

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**Subject:** Standardized procedure for Strep A Rapid (waived) testing

**Objective:** To define and clarify procedures and tests that may be performed by a qualified clinical nursing/medical assistant for patients presenting with signs and symptoms of Strep A.

**Response Rating:**

**Required Equipment:** Rapid Strep A test kit

**Procedure:**

After completion of training and documentation of demonstrated competency, the Nursing/Medical Assistants employed in the Clinic are authorized by the Medical Staff to perform Rapid Strep A testing using Henry Schein One Step + testing kits (swab using two (2) approved swabs) for all patients presenting as noted below with exceptions as stated:

1. Perform Rapid Strep for the following
  - a. If the patient is 3 years or older and sore throat is the only symptom
  - b. Obtain simultaneous throat culture if performing Rapid Strep for patients younger than 18 years old.
  - c. If Rapid Strep is positive, throw away culture swab in biohazard container.
  - d. If Rapid Strep is negative, send swab to the laboratory for throat culture.

2. Do NOT perform Rapid Strep for the following:

If Patient is younger than 3 years old and has cough, congestion, or runny nose.  
Rapid Strep A testing is an approved and commonly utilized method of quickly determining the presence *streptococcal* bacteria (Group A).

Reference: "Strep Throat". Mayo Clinic. Downloaded from <http://www.mayoclinic.org/diseases-conditions/strep-throat/diagnosis-treatment/diagnosis/dxc-20166050> on Dec. 17, 2020.

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POLICY: Standardized Procedure for Urinalysis	REVIEWED: 7/1/19; 3/30/21; <u>3/24/22</u>
SECTION: Standardized Procedures	REVISED: 3/30/21
EFFECTIVE: <u>4/28/21</u> <del>27/22</del>	MEDICAL DIRECTOR:

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**Subject:** Standardized procedure for urinalysis

**Objective:** To define and clarify procedures and tests that may be performed by a qualified clinical nursing/medical assistant for patients presenting with urinary tract infections.

**Response Rating:**

**Required Equipment:**

**Procedure:**

After completion of training and documentation of demonstrated competency, the Nursing/Medical Assistants employed in the Clinic are authorized by the Medical Staff to perform Clinical Laboratory Improvement Amendments (CLIA) Urinalysis Test (Dipstick Method) for all patients presenting with symptoms of urinary tract infection such as dysuria, urgency or frequency of urination and/or a history of or complaints of urinary frequency.

Urinalysis Testing is a useful assessment of determining patients that are reporting signs or symptoms of urinary tract infections.

The standard of medical care for urinary tract infections may be accessed through the link website located at the reference below.

**Reference:**

Kelley, N. (Last updated: Oct. 29, 2020, current through Feb. 2021). Screening test in Children and Adolescents. Urinalysis. Retrieved from [http://www.uptodate.com/contents/screening-tests-in-children-and-adolescents?source=search\\_result&search=urinalysis&selectedTitle=3%7E150](http://www.uptodate.com/contents/screening-tests-in-children-and-adolescents?source=search_result&search=urinalysis&selectedTitle=3%7E150)

Meyrier, A. (Last updated:2019, current through Feb. 2021). Urine sampling and culture in the diagnosis of urinary tract infection in adults Retrieved from [http://www.uptodate.com/contents/urine-sampling-and-culture-in-the-diagnosis-of-urinary-tract-infection-in-adults?source=search\\_result&search=urinalysis&selectedTitle=2%7E150#H6](http://www.uptodate.com/contents/urine-sampling-and-culture-in-the-diagnosis-of-urinary-tract-infection-in-adults?source=search_result&search=urinalysis&selectedTitle=2%7E150#H6)

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Policy Number 172

American Family Physician (2006). AFPIN's Clinical Inquiries. Urine Dipstick in Diagnosing Urinary Tract Infection. American Family Physician 73(1), 129-132. Retrieved from <http://www.aafp.org/afp/2006/0101/p129.html>



**MARK TWAIN HEALTH CARE DISTRICT  
RURAL HEALTH CLINICS  
POLICY AND PROCEDURES**

POLICY: Standardized Procedure for Urinalysis on Pregnant Patients	REVIEWED: 6/1/19; 3/30/21; <u>3/24/22</u>
SECTION: Standardized Procedures	REVISED:
EFFECTIVE: <u>4/28/21</u> <del>27</del> / <u>22</u>	MEDICAL DIRECTOR:

**Subject:** Standardized order for Urinalysis on pregnant patients

**Objective:** To define and clarify procedures and tests that may be performed by a qualified clinical nursing/medical assistant for obstetric patients.

**Response Rating:**

**Required Equipment:**

**Procedure:**

After completion of training and documentation of demonstrated competency, the Nursing/Medical Assistants employed in the Clinic are authorized by the Medical Staff to perform Clinical Laboratory Improvement Amendments (CLIA) waived test Urinalysis (Urine Analysis using Dipstick method) for all pregnant patients diagnosed presenting to the clinic for health provider visit.

Urinalysis Testing is a recommended assessment for presence of Bacteriuria, which is commonly asymptomatic in pregnant women.

The standard of medical care in pregnant women may be accessed through the link website located at the reference below.

**Reference:**

Hooton, T. & Gupta K. (2012). Urinary Tract Infections and Asymptomatic Bacteriuria in Pregnancy. Retrieved from [http://www.uptodate.com/contents/urinary-tract-infections-and-asymptomatic-bacteriuria-in-pregnancy?source=search\\_result&search=urinalysis+on+pregnancy&selectedTitle=1%7E150](http://www.uptodate.com/contents/urinary-tract-infections-and-asymptomatic-bacteriuria-in-pregnancy?source=search_result&search=urinalysis+on+pregnancy&selectedTitle=1%7E150)

**MARK TWAIN HEALTH CARE DISTRICT  
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POLICY AND PROCEDURES**

POLICY: Standardized Procedure for Visual Acuity Testing	REVIEWED: 7/1/19; 3/30/21; <u>3/24/22</u>
SECTION: Standardized Procedures	REVISED:
EFFECTIVE: <u>4/28/21</u> <del>27</del> / <u>22</u>	MEDICAL DIRECTOR:

**Subject:** Standardized procedure for visual acuity

**Objective:** To define and clarify procedures and tests that may be performed by a qualified clinical nursing/medical assistant for patients presenting with injury and/or pain of the eye.

**Response Rating:**

**Required Equipment:**

**Procedure:**

After completion of training and documentation of demonstrated competency, the Nursing/Medical Assistants employed in the Clinic are authorized by the Medical Staff to perform visual acuity testing for all patients presenting with a complaint of injury and/or pain of the eye.

Visual Acuity Testing is a useful assessment of determining patients that are reporting signs or symptoms of eye pain and/or eye injury; complaints of blurred vision; and patients with a complaint of red/itching eyes consistent with conjunctivitis.

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POLICY AND PROCEDURES**

POLICY: Temperature – All Modalities	REVIEWED: 7/24/19; 2/19/21; <u>3/24/22</u>
SECTION: Patient Care	REVISED:
EFFECTIVE: <del>March Board Meeting</del> <u>4/27/22</u>	MEDICAL DIRECTOR:

**Subject:** Vital signs: temperature, all modalities

**Objective:** Accurate capture of patient’s temperature

**Response Rating:**

**Required Equipment:** Tympanic thermometer, digital oral thermometer, digital rectal thermometer

**Procedure:**

**Tympanic Thermometer**

1. Attach a new, clean probe cover and press MEM button.
  - a. New, clean probe covers ensure accurate reading
2. Perform an ear tug to straighten the ear canal and give the thermometer a clear view of the eardrum. For children under one (1) year, pull the ear up and back.
3. While tugging the ear, fit the probe snugly into the ear canal as far as possible and press the activation button. Release when the thermometer beeps.
4. Read and record temperature.
5. Remove probe cover and discard.

**Rectal thermometer**

1. Ensure the rectal probe (red ejection button) and the red probe well are installed.
2. Put on non-sterile gloves.
3. Holding the probe handle with your thumb and two fingers on the indentations of the probe handle, withdraw the probe from the probe well.

4. Verify that the Lower Body Mode icon is selected by observing the flashing, press the Mode Selection button until the Lower Body Mode icon appears.
5. Load a probe cover by inserting the probe into a probe cover and pressing the probe handle down firmly. The probe handle will move slightly to engage the probe cover.
  - a. Use only Welch Allyn probe covers. The use of other manufacturer's probe covers or no probe cover may produce temperature measurement errors and/or inaccuracy.
6. With the rectal mode indicator flashing, separate the patient's buttocks with one hand. Using the other hand, gently insert the probe only 1.5 cm (5/8 inch) inside rectum (less for infants and children). Use of lubricant is required.
  - a. Incorrect insertion of probe can cause bowel perforation.
7. Tip the probe so that the tip of the probe is in contact with the tissue. Keep the hand separating the buttocks in place and hold the probe in place throughout the measurement cycle. Rotating walking segments appear on the display indicating that measurement is in progress.
8. The unit will beep three times when the final temperature is reached. The measurement site, temperature scale, and patient temperature will display on the LCD. The final temperature will remain on display for 30 seconds.
9. If patient's temperature cannot be correctly measured in Normal Mode, the unit will automatically enter Monitor Mode. In this Mode, measurement time is extended. Either repeat the temperature measurements in Rectal Mode or keep the probe in place for five (5) minutes in Monitor Mode. The thermometer will not beep to indicate a final temperature. Record the temperature before removing the probe from the site as the temperature reading is not maintained in memory. Long term continuous monitoring beyond five (5) minutes is not recommended in the Rectal Mode.
10. After the temperature measurement is complete, remove the probe from the patient's rectum. Eject the probe cover by firmly pressing the ejection button on the top of the probe.
11. Return the probe to the well, where the LCD will go blank.
12. Remove your gloves and wash your hands.
13. Record the patient's temperature in the medical record.

### **Oral thermometer**

1. Ensure the oral probe (blue tipped ejection button) and the blue probe well are installed.
2. Holding the probe handle with your thumb and two fingers on the indentations of the probe handle withdraw the probe from the probe well.

3. Verify that the Oral Mode icon is selected by observing the flashing head icon on the instrument display. If this icon is not flashing, press the Mode Selection button until the head icon appears.
4. Load a probe cover by inserting the probe into a probe cover and pressing the probe handle down firmly. The probe handle will move slightly to engage the probe cover.
  - a. Use only Welch Allyn probe covers. The use of other manufacturer's probe covers or no probe cover may produce temperature measurement errors and/or inaccuracy.
5. With the Oral Mode indicator flashing, quickly place the probe tip under the patient's tongue on either side of the mouth to reach the rear sublingual pocket. Have the patient close his/her lips around the probe.
6. Hold the probe in place, keeping the tip of the probe in contact with the oral tissue throughout the measurement process. Rotating walking segments on the display indicate the measure is in progress.
7. The unit will beep three times when the final temperature is reached. The measurement site, temperature scale, and patient temperature scale will display in the LCD. The final temperature will remain on the display for 30 seconds.
8. If you cannot correctly measure the patient's temperature in Normal Mode, the unit will automatically enter Monitor Mode. In this Mode, measurement time is extended. Either repeat the temperature measurement in Normal Mode, in the opposite sublingual pocket or keep the probe in place for three minutes in Monitor Mode. The thermometer will not beep to indicate a final temperature. Record the temperature before removing the probe from the site as the temperature reading is not maintained in memory. Long term continuous monitoring beyond three minutes is not recommended in the Oral Mode.
9. After the temperature measurement is complete, remove the probe from the patient's mouth. Eject the probe cover by firmly pressing the ejection button on the top of the probe.
10. Return the probe to the well, where the LCD will go blank.
11. Record the patient's temperature in the medical record.
12. Patient's actions may interfere with accurate oral temperature readings: ingesting hot or cold liquids, eating foods, chewing gum or mints, brushing teeth, smoking or performing strenuous activity may affect temperature readings for up to 20 minutes after activity has ended.

### **Axillary Thermometer**

1. Ensure the oral probe (blue ejection button) and the blue probe well are installed.
2. Holding the probe handle with your thumb and two fingers on the indentations of the probe handle, withdraw the probe from the probe well.

3. Verify that the Axillary Mode icon is selected by observing the flashing, press the Mode Selection button until the adult axillary or pediatric axillary icon appears.
4. Do not take axillary temperature readings through a patient's clothing. Direct contact between the patient's skin and the probe is required.
5. Load a probe cover by inserting the probe into a probe cover and pressing the probe handle down firmly. The probe handle will move slightly to engage the probe cover.
  - a. Use only Welch Allyn probe covers. The use of other manufacturer's probe covers or no probe cover may produce temperature measurement errors and/or inaccuracy.
6. With the axillary mode indicator flashing, lift the patient's arm so that the entire axilla is easily seen. Place the probe as high as possible in the axilla. Do not allow the probe tip to come into contact with the patient until the probe is placed in the measurement site. Before this, any contact between the probe tip and the tissue or other materials may cause inaccurate readings.
7. Verify the probe tip is completely surrounded by axillary tissue and place the arm snugly at the patient's side. Hold the patient's arm in this position and do not allow movement of the arm or probe during the measurement cycle. Rotate "waling" segments appear on the display indicating that measurement is in progress.
8. The unit will beep three times when the final temperature is reached. The measurement site, temperature scale, and patient temperature will display on the LCD. The final temperature will remain on display for 30 seconds.
9. If patient's temperature cannot be correctly measured in Normal Mode, the unit will automatically enter Monitor Mode. In this Mode, measurement time is extended. Either repeat the temperature measurements in Normal Mode in the opposite axilla or keep the probe in place for five (5) minutes in Monitor Mode. The thermometer will not beep to indicate a final temperature. Record the temperature before removing the probe from the site as the temperature reading is not maintained in memory. Long term continuous monitoring beyond five (5) minutes is not recommended in the Axillary Mode.
10. After the temperature measurement is complete, remove the probe from the patient's axilla. Eject the probe cover by firmly pressing the ejection button on the top of the probe.
11. Return the probe to the well, where the LCD will go blank.
12. Record the patient's temperature in the medical record.
13. Probe contact with electrodes, bandages, poor tissue contact, taking a temperature reading over clothing or prolonged exposure of axilla to ambient air can cause inaccurate temperature readings.

## Temporal Thermometer

1. Attach a new, clean probe cover and press MEM button.
  - a. New, clean probe covers ensure accurate reading
2. Push aside the patient's hair on the forehead and at the earlobe.
3. Measure straight across the forehead, from the center to the hairline (or start at the hairline) ending with a touch on the neck behind the earlobe. For children under one (1) year, one measurement, preferably at the temporal artery area, is all that is required on an infant as the perfusion rate is normally strong, push aside any clothing or blankets covering the neck area for ~ 30 seconds or so, and make the measurement on the neck behind the ear.
4. Slide the thermometer midline straight across the forehead (think of a sweatband), and not down the side of the face. Midline, the temporal artery is about 2 mm below the surface, but can go deeply below the surface on the side of the face. Release when the thermometer beeps.
5. Read and record temperature.
6. Remove probe cover and discard.

**MARK TWAIN HEALTH CARE DISTRICT  
RURAL HEALTH CLINICS  
POLICY AND PROCEDURES**

POLICY: Transfer Of Patient – Chart Information	REVIEWED: 4/1/19; 2/19/21; 3/24/22
SECTION: Medical Records	REVISED: 2/19/21
EFFECTIVE: 4/27/22	MEDICAL DIRECTOR:

**Subject:** Transfer of Patient – Chart Information

**Objective:** To provide required documentation in support of continuity of care.

**Response Rating:** Mandatory

**Required Equipment:**

**Procedure:**

1. A copy of current visit note should accompany a patient being transferred to a higher level of care. Receptionist staff will begin printing/copying documentation when notified to do so by nursing staff.
  
2. The following information should accompany the patient to the hospital (2 copies of each):
  - a. Patient demographic sheet
  - b. Current visit note
  - c. Any additional nursing or physician notes
  - d. Copies of current lab results
  - e. Copy of EKG monitor strips, if applicable
  - f. Copy of x-rays, if applicable
  
3. If the visit note is not completed prior to transfer of the patient, the practitioner will ensure the note is completed and direct staff to transmit the same to the receiving hospital using either a secure fax number for the EMR interface capabilities.



**MARK TWAIN HEALTH CARE DISTRICT  
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POLICY AND PROCEDURES**

POLICY: Urinary Catheterization	REVIEWED: 6/1/19; 3/29/21; 3/24/22
SECTION: Patient Care	REVISED:
EFFECTIVE: 4/27/22	MEDICAL DIRECTOR:

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**Subject:** Urinary Catheterization

**Objective:** To remove urine from the bladder, catheterization of clinic patients will be performed by licensed personnel using sterile techniques upon receipt of written orders.

**Acuity Rating:** Minimal to Severe

**Required Equipment:** Sterile foley or temporary catheter, Mini Catheter Kit, KY Jelly, specimen container or drainage bag for collection.

**Applies to: Providers or Registered Nurses only**

**Procedure:**

1. Mini-cath: The purpose of the Mini-cath is to provide a sterile accurate urine specimen when a female patient is experiencing menses or vaginal discharge. This procedure should be performed on any female of childbearing age beginning or ending her menses or at the physician's request. The mini-cath may also be considered for a female who is not on her menses but complains of a discharge.
  - a. Label the specimen container with two patient identifiers (patient name and date of birth).
  - b. Obtain lubricating jelly and apply to a sterile 2x2 or on the sterile field from which you are working.
  - c. Put on the sterile gloves found in the catheter kit.
  - d. Loosen the cap on the specimen bottle and pull the catheter tube about ¾ of the way out of the bottle.
  - e. Cleanse the vaginal area with the iodine swabs provided in the kit, cleaning from the front of the vagina to the back of the vaginal area (one swab down the left, one swab down the right and the third swab down the middle).
  - f. Identify the urethral meatus.
  - g. Lubricate the catheter with lubricating jelly.
  - h. Insert the catheter inside the meatus about one to two inches.
  - i. Fill the specimen bottle with urine. Bottle should be at least ¼ to ½ full.
  - j. Remove the catheter from the patient.
  - k. Remove the catheter from the container and close.

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- l. Tighten the lid on the specimen bottle, label the specimen, and place the specimen in a Biohazard bag.
- m. Remove the specimen to the lab area and complete the lab requisition, ensuring the provider has signed the document and included the diagnosis code(s).

2. **Foley Catheter:** The purpose of the Foley Catheter is to provide a continuing means for emptying the bladder to prevent infection, to keep incontinent patients dry, to allow restoration of normal bladder function, or to allow an accurate record of urine output.

- a. Secure the proper size catheter. Commonly used sizes are 18F (5 cc balloon) for adults, 8F or 10F for children (depending on the age of the child), 14F or 16F for the female patient, and 20F or 22F for the male patient. Ask the doctor for proper size.
- b. **Always employ sterile technique for this procedure.**
- c. **If the catheter has a 5cc balloon, always inflate the balloon to make sure it does not rupture, and that it stays inflated.** To check, use 7-10cc's of saline to inflate balloon through the separate short tube. After checking, remove the solution from the balloon, leaving the syringe in place.

3. **Female catheterization:**

- a. Cleanse the genitalia using cotton balls soaked with betadine.
- b. Separating the labia with the index finger and thumb, clean from front to back, using a new cotton ball for each stroke
- c. Follow procedure for catheter insertion as stated in mini-cath using proper foley catheter.
- d. Inflate balloon and secure catheter to bag or drain bladder and remove catheter.

4. **Male catheterization:**

- a. Sit or stand by the toilet or have patient lie on exam table. (A wheelchair-bound person may stay in the chair and allow urine to drain into a bottle).
- b. Squeeze water-soluble lubricating jelly (not a petroleum-based products such as Vaseline) onto a sterile 4 x 4.
- c. Apply sterile gloves.
- d. Retract the foreskin if present and cleanse the head of the penis using 3-4 cotton balls and betadine.
- e. Rotate the small end of the catheter in the jelly and lubricate it from the tip down (about 2 inches).
- f. Hold the penis erect and away from the body. Do not hold too tightly, or the pressure will close off the urethra.
- g. Insert the catheter into the urethra, gently but firmly. When the catheter is about halfway in, it will meet resistance (a tight muscle). Continue to push gently until the muscle relaxes. **Never use force.** Having the patient take a deep breath will help to relax the muscle. Continue to insert the catheter until urine flows freely. Insert two more inches and inflate balloon if catheter is to remain in patient (secure catheter to foley bag).
- h. Tape the foley to the side of the leg to prevent traction being felt on the penis.

- h. Many male patients who require a catheter due to acute urinary obstruction due to enlarged prostate. As a result, resistance is almost always encountered. If this is the case, the procedure should immediately be discontinued and reported to the ordering practitioner.

**5. All patients:**

- a. If a record of volume is to be maintained, allow urine to flow into a measuring device such as a urinal (or the foley bag).
- b. If the catheter is not to remain in the bladder DO NOT INFLATE BALLOON but slowly remove the catheter. Once removed, hold the ends of the catheter with both hands to prevent urine spillage.
- c. Record the amount (if required) and appearance of the urine.
- d. Save a portion of the urine for lab use. Discard remaining urine into the toilet.
- e. Record in progress notes, including patient tolerance.

**MARK TWAIN HEALTH CARE DISTRICT  
RURAL HEALTH CLINICS  
POLICY AND PROCEDURES**

POLICY: Urine Collection-Clean Catch Female	REVIEWED: 6/1/19; 3/29/21; <u>3/24/22</u>
SECTION: Patient Care	REVISED:
EFFECTIVE: <u>4/28/21</u> / <u>7/22</u>	MEDICAL DIRECTOR:

**Subject:** Urine Specimen Collection

**Objective:** To obtain a urine sample for microscopic analysis.

**Response Rating:** Minimal

**Required Equipment:** Urine container labeled with two patient identifiers, antiseptic towelettes, gloves, urine dipstick, specimen container.

**Procedure**

1. Explain purpose and procedure to the patient.
2. Wash hands with soap and open specimen container, being careful not to touch the inside of the cup or lid.
3. Put on gloves.
4. Instruct the patient to do the following:
  - a. Insert tampon into vagina if menstruating or if requested by the physician.
  - b. Sit as far back on the toilet as possible and open legs.
  - c. Open towelettes.
  - d. With index finger and middle finger on one hand hold the layers of skin apart. Keep apart through the remainder of the procedure.
  - e. Wipe along side the opening from front to back. Repeat down other side. Then wipe down the middle and discard towelette into wastebasket.
  - f. Pass a small amount of urine into the toilet. Hold specimen cup a few inches from opening and catch urine in the cup. Do not overflow cup, 1/3 to 1/2 full is adequate.
  - g. Place lid on cup.
  - h. Remove tampon if used.
  - i. Wash hands.
  - j. Return cup to nurse or medical assistant.

**MARK TWAIN HEALTH CARE DISTRICT  
RURAL HEALTH CLINICS  
POLICY AND PROCEDURES**

POLICY: Urine Collection-Clean Catch Male	REVIEWED: 6/1/19; 3/30/21; <u>3/24/22</u>
SECTION: Patient Care	REVISED:
EFFECTIVE: <u>4/28/21</u> <del>27</del> / <u>22</u>	MEDICAL DIRECTOR:

**Subject:** Urine Specimen Collection

**Objective:** To obtain a urine sample for microscopic analysis.

**Response Rating:** Minimal

**Required Equipment:** Urine container labeled with two patient identifiers, antiseptic towelettes, gloves, urine dipstick specimen container.

**Procedure:**

1. Explain purpose and procedure to the patient.
2. Wash hands with soap and open specimen container, being careful not to touch the inside of the cup or lid.
3. Put on gloves.
4. Instruct the patient to the following:
  - a. Wash hands.
  - b. Expose the penis as you normally do to urinate.
  - c. Open towelettes and wipe penis away from the opening. Discard the towelette in the wastebasket.
  - d. Pass a small amount of urine into the toilet and stop.
  - e. Hold specimen cup a few inches from the penis and fill the cup 1/3 to 1/2 full.
  - f. Place lid on cup.
  - g. Wash your hands.
  - j. Return cup to nurse or medical assistant.

**MARK TWAIN HEALTH CARE DISTRICT  
RURAL HEALTH CLINICS  
POLICY AND PROCEDURES**

POLICY: Use of Gloves	REVIEWED: 4/1/19: 3/30/21; <u>3/24/22</u>
SECTION: Infection Control	REVISED:
EFFECTIVE: <u>4/28/21</u> ; <u>2/7/22</u>	MEDICAL DIRECTOR:

**Subject:** Use of gloves

**Objective:** To ensure staff and patient safety and to support infection control protocols, staff members will wear gloves when it is possible they will come in contact with blood, other body fluids, contagious organisms and/or disinfecting and sterilizing agents.

**Response Rating:** Mandatory

**Required Equipment:**

**Procedure:**

1. In the Clinic, gloves must be worn when:
  - a. Touching blood and body fluids/secretions, mucous membranes, or non-intact skin of all patients (cuts, scratches, rashes, scaling, lesions, etc.) (Some examples of body fluids include: urine, feces, saliva, blood, semen, vaginal secretions, perspiration, tears, sputum, infectious discharge from any area of body, menstrual fluids, amniotic fluid, oozing from a burn, or under a scab etc.)
  - b. When handling items or surfaces soiled with blood or body fluids. (See above)
  - c. The healthcare worker has cuts, scratches, or other breaks in the skin.
  - d. The healthcare worker judges that contamination may occur (i.e. uncooperative or fearful patients or children, or patients with poor personal hygiene).
  - e. Performing finger and/or heel sticks on infants and children or adults.
  - f. Performing phlebotomy.
  - g. Cleaning up where body fluids contaminate surfaces.
  - h. Working with patients with communicable disease symptoms.

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- i. Performing any type of procedures where the intended procedure will break intact skin, i.e. injections, etc.
  - j. Performing waived testing or securing lab specimens.
  - k. The healthcare worker is in any situation when possible contamination with body fluids may occur, as deemed possible by healthcare worker.
2. In the Clinic, gloves need not be worn when contact with the patient is unlikely to result in exposure to blood or other body fluids. Examples include:
- a. Shaking hands/greeting patient(s).
  - b. Delivering *oral* medications.
  - c. Giving prescriptions and other educational/handout information.
  - d. Taking blood pressure, pulse.
  - f. Taking patient chief complaint or history.
  - g. Handling of medical record (patient chart).
3. Rationale for why to use gloves
- a. Provide protective barrier to employee.
  - b. Reduce the likelihood of personnel to transmit organism(s) to another patient or other employees.
  - c. Reduce likelihood of transmission from contaminant to healthcare worker.  
(Gloves are disposable single use, and must be disposed of after a single use.)
4. Gloves must always be changed after handling blood/body fluids before continuing care of the SAME patient to prevent cross-contamination from one site to another site on that same patient.
5. Gloves are disposable; single use only!.
6. Hands are to be washed before putting gloves on and immediately after removing them.
7. Alcohol-based hand sanitizing gel is to be used only when hands are known to not be visibly soiled. If hands are VISIBLY soiled, alcohol gel is not to be used, and hands are to be washed under running water with soap, water, and plenty of friction.

RESOURCE:

World Health Organization. Glove Use Information Leaflet. Revised August 2009.

Retrieved 3/31/21 from ~~22~~ from [http://www.who.int/gpsc/5may/Glove\\_Use\\_Information\\_Leaflet.pdf](http://www.who.int/gpsc/5may/Glove_Use_Information_Leaflet.pdf)  
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**MARK TWAIN HEALTH CARE DISTRICT  
RURAL HEALTH CLINICS  
POLICY AND PROCEDURES**

POLICY: Vendor Visitor Management	REVIEWED: 2/1/19; 3/30/21; <u>3/24/22</u>
SECTION: Operations	REVISED: 3/30/21
EFFECTIVE: <u>4/28/21</u> <del>27/22</del>	MEDICAL DIRECTOR:

**Subject:** Vendor Visitor Management

**Objective:** To ensure facility security; to limit facility access to approved vendor representatives only, and to limit business operations interruption caused by vendor interruption, the Clinic requires that all established and prospective vendors visit the facility under the control and supervision of the Clinic Manager or designee.

**Response Rating:** Mandatory

**Required Equipment:** None

**Procedure**

**Vendor Representative Visitation Protocol**

1. All vendors who wish to visit the Clinic practitioners must schedule an appointment following the guidelines established by the Clinic.
2. All vendors who wish to visit the Clinic Manager may schedule an appointment but may be seen without an appointment if doing so meets the business needs of the Clinic Manager/the Clinic.
3. All representatives shall park in the visitors parking lot located at the front of the main entrance of the Clinic, or other designated parking areas of the Clinic and enter the building through the visitor’s entrance.
4. No vendor will be permitted in patient care areas without specific permission or accompanied by a Clinic employee.
5. No vendor will be permitted to enter supply storage areas without the Clinic Manager or their designee present.
6. Vendor representatives should not schedule any social meetings on their own accord. Such meetings should be coordinated through the Medical Director and/or Clinic Manager.

**MARK TWAIN HEALTH CARE DISTRICT  
RURAL HEALTH CLINICS  
POLICY AND PROCEDURES**

POLICY: Venipuncture	REVIEWED: 6/1/19; 3/30/21; <u>3/24/22</u>
SECTION: Patient Care	REVISED: 2/16/17
EFFECTIVE: <u>4/28/21</u> <del>27</del> / <u>22</u>	MEDICAL DIRECTOR:

**Subject:** Venipuncture

**Objective:** To withdraw blood from a vein for laboratory analysis.

**Acuity Rating:** Minimal

**Required Equipment:** Gloves, order forms, appropriate blood tubes, needle or butterfly, needle holder (vacutainer), tourniquet, alcohol swabs, gauze pad, Band-Aid or tape, and Sharps container.

**Procedure: Venipuncture should only be performed by appropriately trained and qualified staff.**

1. Review written order from practitioner and cross-reference the laboratory manual to determine what tubes are needed.
2. Assemble supplies and label tubes properly with two patient identifiers.
3. Explain purpose and procedure to patient.
4. Wash hands with antiseptic soap and water and put on gloves.
5. Apply tourniquet.
6. Clean site with alcohol swab.
7. Draw specimen, release tourniquet, remove needle.
8. Apply gauze to site with Band-Aid, coban or tape.
9. Discard needle in Sharps container. **DO NOT RECAP NEEDLE.**
10. Discard vacutainer.
11. Return needle holder to storage.

12. Recheck site for any signs of bleeding.
13. Place appropriate tubes in centrifuge and spin for 5 minutes, if indicated by Lab provider.
14. Complete lab form appropriately, place specimen and lab form in appropriate lab biohazard bag for transporting.
15. Document in the EMR.
16. Store specimen pending pick up by laboratory courier, as indicated by Lab provider.

**MARK TWAIN HEALTH CARE DISTRICT  
RURAL HEALTH CLINICS  
POLICY AND PROCEDURES**

POLICY: Visual Acuity	REVIEWED: 6/1/19; 3/30/21; <u>3/24/22</u>
SECTION: Patient Care	REVISED:
EFFECTIVE: <u>4/28/21</u> <del>27</del> / <u>22</u>	MEDICAL DIRECTOR:

**Subject:** Visual acuity testing

**Objective:** To test distance vision

**Response Rating:**

**Required Equipment:**

**Procedure:**

1. As a part of the patient’s physical examination and when there is suspected injury, infection, or any complaints of discomfort to the eye, visual acuity testing will be performed by the nurse or medical assistant.
2. As a part of the pediatric patient’s physical examination. Guidelines and frequency of screening to be determined by the provider in conjunction with the American Academy of Pediatrics recommendations for preventive pediatric health care located on the periodicity schedule.
  - a. If the screening is not performed per the recommended periodicity schedule, document in the EMR the reason. Example “patient unable to follow direction.”
  - b. If the screening is attempted and not performed, practitioner notation must be made with a plan for follow-up to rescreen.
3. Position the patient twenty feet from the chart if using a 20-foot chart and ten feet from the chart if using a 10-foot chart.
4. Patients who use glasses other than for reading should wear them. The test should be performed with and without glasses.
5. Provide the patient with a 4x4 card or other occluding device.
6. Ask the patient to cover one eye with the occluding device. Advise them to not press on the eye.
7. Ask the patient to read the smallest line of print possible. Coaxing them to attempt the next line may improve their performance. Ask the patient to read the largest line, and then the next.

8. Determine the smallest line of print from which the patient can identify all the letters. If the patient misses just one letter, record this (example: 20/40-1).
9. A patient who cannot read the largest letter should be positioned closer to the chart and the distance should be noted.
10. Children and adult illiteracy may be circumvented by the use of an “E” or picture chart in four different projections.
11. Ask the patient to identify the color of the bars in the chart.
12. Record the visual acuity designated at the side of the line of the Snellen chart. Record the use of glasses, if any. Visual acuity is expressed as two numbers. Example: 20/30, in which the first indicates the distance of the patient from the chart and the second distance at which a normal eye can read the line of letters. “20/40 corrected”, means the patient could read the 40<sup>th</sup> line with glasses.
13. In the case of a patient who wears corrective lenses and has failed to bring those glasses or contact lenses to their appointment:
  - a. Any patient undergoing physical examination for Post-Offer Pre-Placement Employment Physical, Sports Physical, DOT or DMV physicals can not be Medically Cleared
  - b. The Physical can proceed, but final closure of the physical and Medical Clearance of the patient needs to be placed on temporary hold (one week maximum) in order to return with proper corrective lenses and repeat of the vision test.
  - c. If patients who have a Sports Physical on hold have not returned after 7 days, the patient will be referred to their PCP for the completion of the Sports Physical.
  - d. Post -Offer Physicals must be placed on permanent hold pending eye correction devices or Optometrist/Ophthalmologist evaluation being obtained by the patient in order to determine if the prospective employee is fit for duty. Optometry/Ophthalmology evaluation must be provided to the practitioner who performed the initial screen.
  - e. Annual PCP Physicals will be placed on temporary hold until the patient returns with corrective lenses or completes a referral to Optometrist/Ophthalmologist

**MARK TWAIN HEALTH CARE DISTRICT  
RURAL HEALTH CLINICS  
POLICY AND PROCEDURES**

POLICY: Waived Testing – COVID-19 Rapid Test	REVIEWED: 3/29/21; <u>3/31/22</u>
SECTION: Waived Testing	REVISED: <u>4/18/22</u>
EFFECTIVE: <u>4/27/22</u>	MEDICAL DIRECTOR:

**Subject:** SARS-CoV-2 (COVID-19) Rapid (Waived) Testing

**Objective:** To detect the SARS-CoV-2 virus in the Clinic setting, for diagnosis and treatment

**Response Rating:**

**Required Equipment:** Abbott ID Now Rapid Test Kit, recommended personal protective equipment (PPE), which includes an N95 or higher-level respirator (or facemask if a respirator is not available), eye protection, gloves, and a gown.

**Procedure:**

**Collection:**

1. Upon receipt of a provider’s written order and after applying PPE including gloves, the Provider or an RN will retrieve a swab from the Rapid COVID-19 test kit. Use the swabs that come with the test kit only. The kit comes with throat and nasal swabs only, **nasopharyngeal swabs must be ordered separately.**  
Use freshly collected specimens for optimal test performance. Inadequate specimen collection or improper sample handling/storage/transport may yield erroneous results.
2. The test may be performed using the swabs for nasal and throat, nasopharyngeal swabs may also be performed at provider’s discretion.
  - a. Nasopharyngeal Swab:
    1. To collect a nasopharyngeal swab sample, carefully insert the swab into the nostril exhibiting the most visible drainage, or the nostril that is most congested if drainage is not visible.
    2. Pass the swab directly backwards without tipping the swab head up or down. The nasal passage runs parallel to the floor, not parallel to the bridge of the nose. Using gentle rotation, insert the swab into the anterior nare parallel to the palate advancing the swab into the nasopharynx, leave in place for a few seconds, and then slowly rotate the swab as it is being withdrawn.
    3. To ensure proper collection, the swab should be passed a distance that is halfway of that from the nose to the tip of the ear. This is about half the length of the swab. **DO NOT USE FORCE** while inserting the swab. The swab should travel smoothly with

minimal resistance; if resistance is encountered, withdraw the swab a little bit without taking it out of the nostril. Then elevate the back of the swab and move it forward into the nasopharynx.

b. Nasal Swab:

1. To collect a nasal swab sample, carefully insert the Swab into the nostril exhibiting the most visible drainage, or the nostril that is most congested if drainage is not visible.
2. Using gentle rotation, push the swab until resistance is met at the level of the turbinates (less than one inch into the nostril).
3. Rotate the swab several times against the nasal wall and then slowly remove from the nostril. Using the same swab, repeat sample collection in the other nostril.

c. Throat Swab:

1. Collect patient specimen by swabbing the posterior pharynx, tonsils and other inflamed areas.
2. Avoid touching the tongue, cheeks and teeth with the swab.

3. Test the swab as soon as possible after collection.

4. To transport patient samples, place swab in a clean, dry container such as a plastic or glass tube.


**Testing:**

Instructions are also located in the Lab Binder and in the Server Library under “Employee Reference Materials”

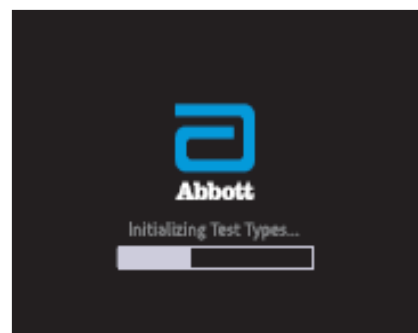
1. QC Testing needs to be performed with each new lot number.
2. For QC testing, select Run QC Test on the Home screen, and follow the displayed instructions.
3. Refer to Running a QC Test in the ID NOW Instrument User Manual for further details.

**To Perform a Test:**


**Step 1**

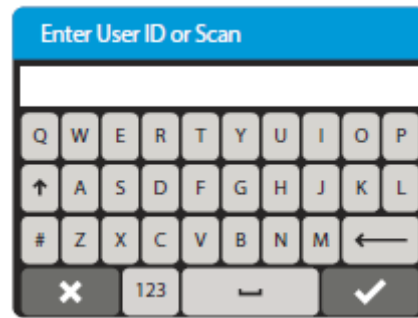
Turn on the ID NOW™ Instrument - press the power button  on the side of the instrument.

**Note:** *If the unit is unattended for one hour, the instrument will go to a black screen power save mode. Touch the screen to return the unit to active display operation.*



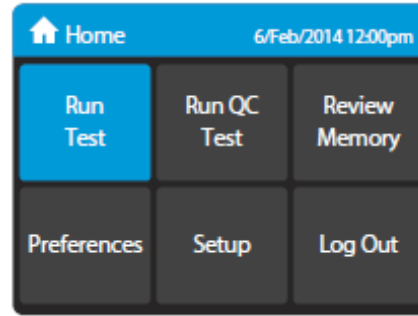
### Enter User ID

Press  after entry.



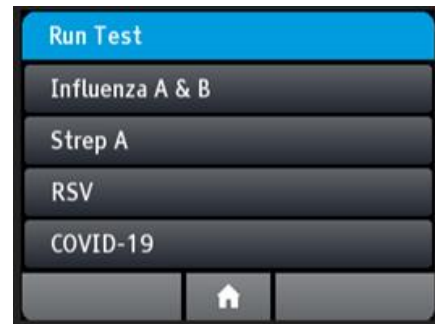
### Touch 'Run Test'

This will begin the test process.



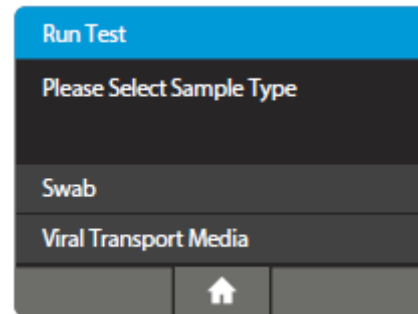
### Touch 'COVID-19 Test'

This starts a COVID-19 test.



### Select Swab Sample Type (if prompted)


If the sample type has already been specified by the Admin, the instrument will automatically advance to the next step.

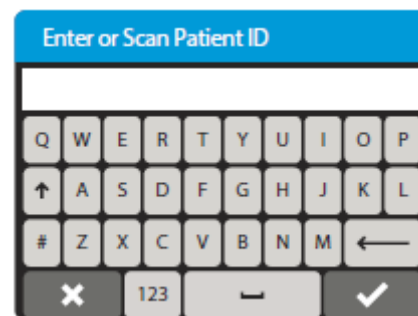


 **Caution: VTM Samples are not an appropriate sample type for the ID NOW™ COVID-19 test.**

**Enter Patient ID** using on screen keyboard or barcode scanner.

Touch .


Verify that the ID was entered correctly, then touch  to confirm entry.






## Step 2

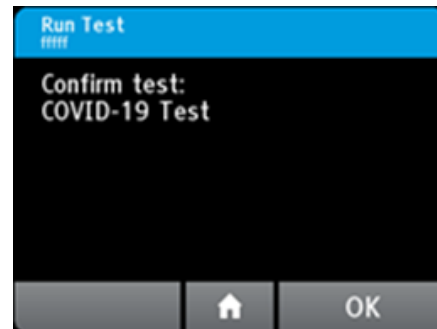
Open the Lid and Insert Orange Test Base into Orange Test Base holder

 **Caution:** Do not apply excessive force. Excessive force could damage the instrument.



Confirm that the correct test is displayed on the screen. Touch 'OK' to proceed.


 **Caution:** Once the Test Base has been placed in the holder, the user will have 10 minutes to confirm the test. If the test is not confirmed within 10 minutes, the instrument will time out and the Test Base must be removed and discarded.




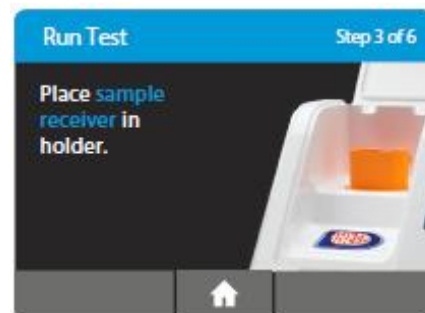
If the incorrect Test Base has been inserted, remove and dispose of the incorrect Test Base. Close the lid. The instrument will then run a self-test before proceeding to the Home screen. Press Run Test and restart the test using the correct Test Base.

## Step 3

Insert Blue Sample Receiver into the Blue Sample Receiver holder

 **Caution:** Do not apply excessive force. Excessive force could damage the instrument.

 **Caution:** Once the Sample Receiver has been placed in the holder, the user will have 10 minutes to start the test (Steps 3 through 5). If the test is not started within 10 minutes, the instrument will time out and all

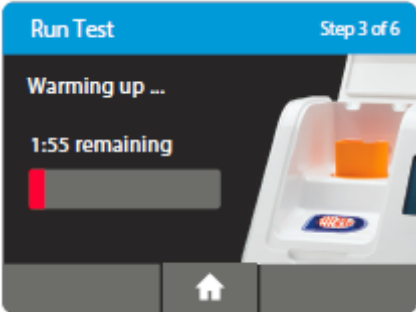


test pieces (Test Base and Sample Receiver) must be removed and discarded. The instrument will proceed to the Home screen. Press Run Test and restart the test using a new Test Base and Sample Receiver.

Wait for the Sample Receiver to Warm Up. Do not remove the Sample Receiver from the instrument once the Warm Up begins.



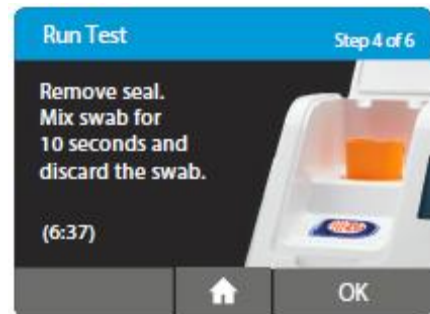
**Caution: DO NOT REMOVE THE FOIL SEAL UNTIL PROMPTED BY THE INSTRUMENT. DO NOT** close the lid or insert the sample until prompted by the instrument.



#### Step 4

#### Direct Nasal, Throat or Nasopharyngeal Swab Test Procedure

When prompted, remove the foil seal and place the patient swab to be tested into the Sample Receiver.



**Mix the swab in the liquid for 10 seconds.** This helps remove the sample from the swab. Lift the swab out of the liquid and press the swab head against the side of the Sample Receiver to remove excess liquid. Once the swab is removed, touch 'OK' to proceed.



Discard the swab into a biohazard waste container.



**Caution: To ensure that the Sample Receiver remains in the instrument while removing the foil seal, place two fingers along the outer edge of the Sample**


Receiver to hold it in place. If the Sample Receiver spills after warm up, cancel the test by pressing the Home button. Remove and discard the test pieces (Sample Receiver and Test Base) and clean the instrument. Press Run Test to start a new test using a new Test Base and Sample Receiver.

### Step 5a

#### Press the White Transfer Cartridge into the Blue Sample Receiver

Listen for a click.


When the Transfer Cartridge is properly attached to the Sample Receiver, the orange indicator on the Transfer Cartridge will rise. If the orange indicator does not rise, continue pushing onto the Sample Receiver until it does.

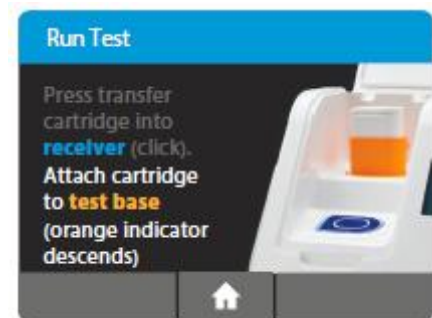
 **Caution:** The orange indicator should be observed closely. If the orange indicator does not fully rise, the Transfer Cartridge may not collect enough sample.

### Step 5b

#### Lift and then connect the Transfer Cartridge to the Test Base

When the Transfer Cartridge is properly attached to the Test Base, the orange indicator on the Transfer Cartridge will descend. If the orange indicator does not descend, continue pushing onto the Test Base until it does.

 **Caution:** If the orange indicator does not fully descend, not enough sample will be dispensed. This may potentially result in invalid or false test results.

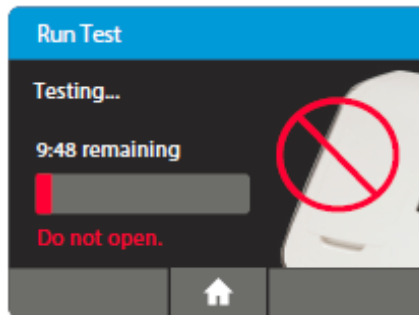
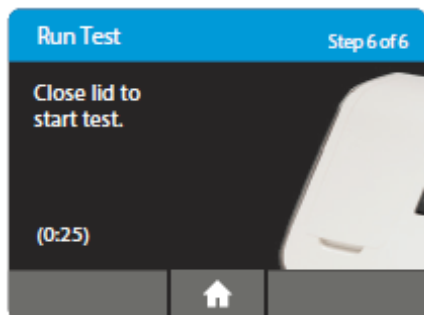



## Step 6


### Close the Lid.

**DO NOT OPEN THE LID** until the **Test Complete** message appears on the screen.


**Note:** The test will be cancelled if the lid is opened.



 **Caution:** This screen will be displayed for up to 30 seconds once the Transfer Cartridge is detected. If the instrument does not detect that the lid has been closed by then, it will time out and all test pieces (Sample Receiver, Test Base, and Transfer Cartridge) must be removed and discarded. The instrument will proceed to the Home screen. Collect a new sample from the patient. Press Run Test and restart the test using a new Test Base and Sample Receiver.

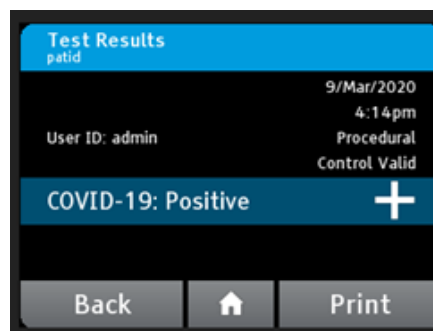
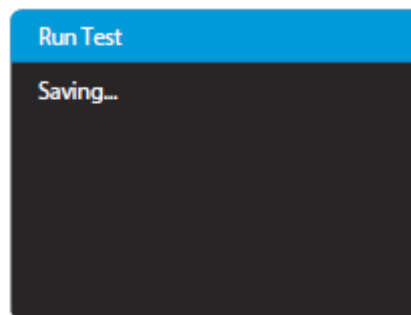
 **Caution:** DO NOT OPEN THE LID. The test will be cancelled and all test pieces (Sample Receiver, Test Base, and Transfer Cartridge) must be removed and discarded. A test result will not be reported or saved in the instrument memory.

When amplification and detection is complete, the instrument will automatically save the data before advancing to the results screen.

 **Caution:** The test is not saved until the completed result is displayed. Do not open the lid until the results are displayed.

The **Test Results** screen displays either a Negative or Positive result for a successfully completed test. If a test error occurs, the display will read 'Invalid'. Refer to the Result Interpretation Section for Interpretation of Results.

**Press Print to print test results, press New Test to run another test, Press Home to return to the Home screen**



After printing, or if New Test or Home are selected, the instrument will prompt to open the lid and discard the used test pieces.

Remove test pieces by lifting the Transfer Cartridge attached to the Test Base, and clicking it into the Sample Receiver, by pressing into the Sample Receiver.



**Caution: Do not try to remove the Sample Receiver by any other method as there is a risk of spilling the patient sample.**

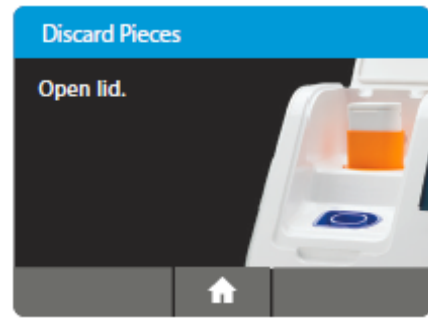
All test pieces will be connected and can now be removed from the instrument and disposed of according to federal, state and local regulations.



**Caution: DO NOT disassemble the Transfer Cartridge and the Test Base before disposal.**

Close the lid. The instrument will then run a Self-Test before showing the Home screen or Enter Patient ID screen, depending on the previous selection.

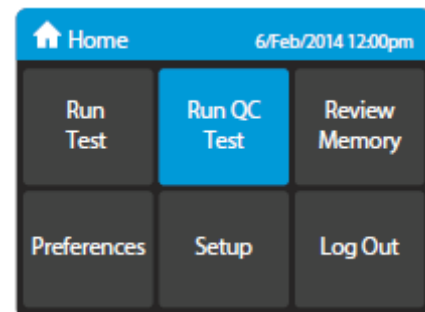
Remove and dispose of gloves.



## 1. Quality Control Swab Test Procedure

For QC testing, select Run QC Test on the Home screen, and follow the displayed instructions. Refer to Running a QC Test in the ID NOW™ Instrument User Manual for further details.

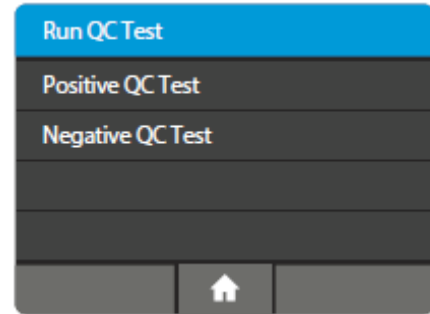
### 1 Touch 'Run QC Test'



2 Touch 'COVID-19'



3 Select the QC Test to be Run

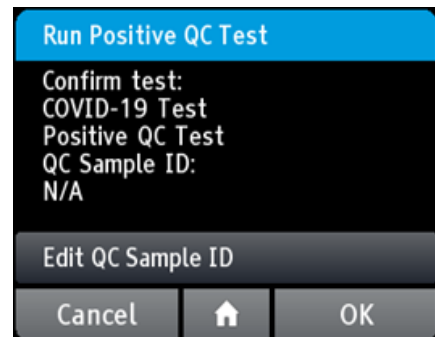


4 Confirm Test

Confirm the test type to match the QC sample intended for testing by touching 'OK' and following the on screen prompts to complete testing.

The user has the option to enter an ID for the QC Sample being run.

**Note:** The QC test is run in the same manner as a Direct Nasal/Throat/Nasopharyngeal Swab Patient Test. See the **To Perform a Test** section above for step by step instructions for direct nasal/throat/nasopharyngeal swab samples.



2. Result Interpretation

When the test is complete, the results are clearly displayed on the instrument screen.

Instrument Display	Interpretation of Results and Follow-up Actions
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	<p><b>COVID-19 Positive</b></p> <p>Positive results do not rule out bacterial infection or co-infection with other viruses.</p>
	<p><b>COVID-19 Negative</b></p> <p>Negative results should be treated as presumptive and, if inconsistent with clinical signs and symptoms or necessary for patient management, should be tested with an alternative molecular assay.</p> <p>A negative result does not rule out co-infections with other pathogens.</p>
	<p><b>The presence or absence of COVID-19 Viral RNAs cannot be determined.</b></p> <p>Repeat testing of the sample using new test components. If repeated Invalid results are obtained, results should be confirmed by another method prior to reporting the results.</p>

6. Remove PPE, gloves and wash hands.
7. Record results in the patient's EMR.
8. Advise provider of the results and await instructions.
9. At the end of the day, the machine is to be cleaned with alcohol and allowed to dry, to prevent false

| positive results. DO NOT use Caviwipes on the machine.



**MARK TWAIN HEALTH CARE DISTRICT  
RURAL HEALTH CLINICS  
POLICY AND PROCEDURES**

POLICY: Waived Testing - Strep A Direct Rapid Testing	REVIEWED: 8/29/19; 2/21/20; 3/30/21; <u>3/31/22</u>
SECTION: Waived Testing	REVISED: 2/20/29; 3/30/21
EFFECTIVE: 4/ <del>28</del> / <u>21</u> / <u>22</u>	MEDICAL DIRECTOR:

**Subject:** Strep A Direct Rapid Testing

**Objective:** To detect Strep A, using waived testing processes, for diagnosis and implementation of treatment plan.

**Response Rating:**

**Required Equipment:** Rapid Strep A testing kit

**Procedure:**

1. As per Standardized Procedure or upon receipt and review of a written order.
2. After applying gloves, retrieve one swab from the test kit and one culture swab and swab the back of the patient’s throat for a count of three (3) seconds. Avoid swabbing sides of the mouth or the tongue.
3. Uncap Reagent A and Reagent B. Holding bottle straight up with the tip pointing in the test tube, add four (4) drops of Reagent 1, then add four (4) drops of Reagent 2.
4. Rotate swab ten (10) times and let swab in reagent for one minute. Press swab against the side of the tube and squeeze the bottom of the tube while removing the swab so that most of the liquid stays in the tube.
5. Discard swab in biohazard bin.
6. Begin timer and read results in five (5) minutes.
7. Any shade of red in the “T” region should be considered positive.
8. Line only at “C” region is negative.
9. Line only at T test is invalid.
10. If the results are negative, advise the practitioner and if the practitioner determines a culture needs to be sent, request a laboratory requisition to allow you to process the second swab and send to the

laboratory for confirmation testing.

11. Remove gloves and wash hands.
12. Record results in EMR ~~and laboratory log.~~

**MARK TWAIN HEALTH CARE DISTRICT  
RURAL HEALTH CLINICS  
POLICY AND PROCEDURES**

POLICY: Waived Testing - Urinalysis Using Siemens Analyzer	REVIEWED: 8/29/19; 2/20/20; 3/30/21; <u>3/24/22</u>
SECTION: Waived Testing	REVISED: 2/20/20
EFFECTIVE: 4/ <del>28</del> / <u>21</u> / <u>22</u>	MEDICAL DIRECTOR:

**Subject:** Urinalysis using Siemens Analyzer

Testing of urine specimens will be performed in the Clinic using approved waived testing technologies and techniques.

**Objective:** Testing of urine specimens will be performed in the Clinic using approved waived testing technologies and techniques, specifically a Siemens Analyzer.

**Response Rating:** Minimal

**Required Equipment:** Urine container with patient specimen, gloves, urine dipstick and paper towel

Applies to: All personnel

**Procedure**

1. Obtain written order from provider or perform test per approved Standardized Procedure, as applicable.
2. Apply gloves.
3. Collect specimen from patient.
4. Testing is started from the main Select Screen.
5. On the screen, touch Strip Test to conduct urinalysis.
6. The next screen that appears is Prepare Test.
7. Make sure the test table insert has the reagent strip holder facing upward. Also, have the test strip, urine sample and paper towel ready.
8. Touch the Start button. The next screen that appears is another Prepare Test. This screen prompts you through the steps to prepare the test strip.

9. A timer displays how much time you have remaining to complete the steps.
10. You have 8 seconds to complete the following 4 steps:
  - a. Dip the reagent strip into the urine sample, wetting all pads.
  - b. Immediately remove the strip from the urine.
    - i. NOTE: Do not dip the automatic band or color band in the urine sample. Blot by touching the edge of the strip into the paper towel to remove excess urine.
    - ii. Place the reagent strip in the channel of the table with the test pads facing up. Slide strip to the end of the channel.
    - iii. At the end of the 8 second countdown, the test table and strip will automatically be pulled into the analyzer.
11. The analyzer will print the result with date and time and test result.
12. Document the color and clarity of the urine on the results print out and in the EMR.
13. Enter results into the patient's EMR and advise provider testing is complete.
14. If provider orders the specimen to be sent to the laboratory for culture, draw up urine into Urine Culture tube, label the tube and place in laboratory pick up basket after ensuring the laboratory requisition is completed and signed by the provider

**SEQUOIA FAMILY MEDICAL CENTER  
POLICY AND PROCEDURES**

POLICY: Well Child Examinations	REVIEWED: 7/24/19: 3/30/21; <u>3/24/22</u>
SECTION: Patient Care	REVISED:
EFFECTIVE: 4/ <del>28</del> / <u>21</u> <del>27</del> / <u>22</u>	MEDICAL DIRECTOR:

**Subject:** Well Child Examinations

**Objective:** The Child Health and Disability Prevention program periodicity schedule will be utilized as the template for the Clinic’s Well Child Examination processes. Additionally, the CDC Child and Adolescent and Adult Immunization schedules will be utilized as the template for timely and complete vaccine administration.

**Response Rating:**

**Required Equipment:**

**Procedure**

1. The periodicity schedule provides guidance for:
  - a. Physical examination intervals for patients newborn through age 20.
  - b. Testing modalities that must be deployed during the examination and the intervals at which those modalities are deployed.
  - c. Laboratory tests (waived and reference laboratory) required and the intervals at which those tests are performed.
2. The CDC Immunization schedules provide listings of all vaccines and the age intervals at which they should be administered.

Reference:

CHDP Periodicity Schedule

CDC Child and Adolescent Immunization Schedule

CDC Adult Immunization Schedule

CDC Catch-up Schedule

**MARK TWAIN HEALTH CARE DISTRICT  
RURAL HEALTH CLINICS  
POLICY AND PROCEDURES**

POLICY: Withdrawal Of Care	REVIEWED: 6/1/19: 3/30/21: <del>3/24/22</del>
SECTION: Patient Care	REVISED: 3/30/21
EFFECTIVE: <del>4/28/21</del> <u>2/27/22</u>	MEDICAL DIRECTOR:

**Subject:** Withdrawal of care

**Objective:** To ensure appropriate management of the process of withdrawing care from a Clinic patient, a Clinic provider (a physician, nurse practitioner, and/or physician assistant under physician supervision) may terminate the doctor-patient relationship with a patient for any non-discriminatory reason after providing said patient with written notice of their decision.

**Response Rating:**

**Required Equipment:** None

**Procedure**

1. To avoid an allegation of abandonment, once a practitioner undertakes to treat a patient, he or she must continue to provide care unless:
  - a. Patient’s condition is such that care is no longer reasonably required; and/or
  - b. The patient terminated the-practitioner-patient relationship; and/or
  - c. The practitioner gives written notice of withdrawal of care and allows sufficient time (a minimum of 30 days) for the patient to employ another provider; and/or
  - d. The practitioner agreed to only treat a specific ailment or injury, or agreed to treat at a certain time or place.
  
2. To avoid an allegation of abandonment, the provider may not discontinue care if:
  - a. If the-practitioner is aware that no other practitioners are available to provide the needed care to the patient, care may not be withdrawn; and/or
  - b. If the patient is in an acute phase of their treatment; and/or
  - c. The patient is a member of a pre-paid health plan; and/or

Withdrawal of Care  
Policy Number 217

- d. The sole reason for the termination is the patient's diagnosis of HIV/AIDS
3. Practitioner who wishes to terminate the Physician-Patient relationship with a Clinic patient will complete the Withdrawal of Care Worksheet and submit to Clinic Leadership.
4. Withdrawal of Care Worksheet will be reviewed by the supervising physician and/or Medical Director and Clinic Leadership. Request will be approved by the Medical Director or the Medical Director may re-assign the patient to an alternate Clinic provider. In an effort to resolve the matter and to prevent the dismissal from practice being unexpected, it is preferred that the-practitioner speak with the patient regarding the issue(s) promoting the recommendation for Withdrawal of Care prior to completing the Worksheet.
5. If the patient's relationship with the Clinic is to be terminated, a letter must be sent to the patient, indicating reason for withdrawal of care (see Withdrawal of Care worksheet).
6. Letter will contain:
  - a. Advice to patients with chronic conditions that they need ongoing medical attention (stress appropriate urgency)
  - b. Medication requirements
  - c. Reinforce previous health care recommendations
  - d. Recommend contacting insurance carrier for referral to alternate physician. Offer contact phone numbers to facilitate patient's efforts to find an alternate practitioner.
  - e. Confirmation that provider will be available to render care for urgent concerns for the next 30 days.
7. Objectively document termination of patient care in the medical record, including a copy of both the Withdrawal of Care worksheet and the letter to the patient
8. Letter will be sent by certified mail with a return receipt request.
  - A. Return receipt must be maintained in the medical record with the copy of the letter.
  - B. If the letter is not received by the patient and is returned to the Clinic, the returned, unopened letter will be maintained in the Clinic record and a second copy of the letter will be sent to the patient via regular mail.
  - C. Notation of the second letter will be maintained in the patient's medical record.
  - D. A copy of the patient letter will be sent to the patient's insurance carrier.

9. Notify appointment schedulers/document in chart that the patient will no longer be seen in the practice, so as to avoid scheduling appointments for that patient after the 30 day period.
10. Document in the alerts/notes section of the EMR that the patient will no longer be seen in the practice.
11. Should Clinic or District leadership identify a patient who is disruptive, non-compliant or a risk to other patients, this information will be brought to the attention of the patient's Primary Care Physician and that physician will be asked to dismiss the patient from care utilizing this policy.
  - a. Patients who threaten other patients and/or staff or are deemed an imminent risk to the safety of other patients and/or Clinic staff members will be dismissed from the Clinic immediately, with follow-up to the patient's insurance carrier within 24 hours of their dismissal.
  - b. Local law enforcement will be contacted and a report made regarding patients who are dismissed due to imminent risk or threat.

**Resource:**

- Dixon, Laura A. JD, RN (April 2012). "Terminating Patient Relationships". Retrieved 3/12/15 from <http://thedoctors.com>.
- Walden, Roselyn MSN, FNP-BC (May 2012). "Dismiss a Problem Patient in 10 Safe Steps". Retrieved 3/12/15 from <http://clinicaladvisor.com>
- Julie Brightwell, JD, RN, Director, Healthcare Systems Patient Safety, and Richard Cahill, JD, Vice President and Associate General Counsel, The Doctors Company (Sept 08, 2021) "Terminating Patient Relationships". <https://www.thedoctors.com/articles/terminating-patient-relationships/>

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**MARK TWAIN HEALTH CARE DISTRICT  
RURAL HEALTH CLINICS  
POLICY AND PROCEDURES**

POLICY: X-Ray Orders	REVIEWED: 9/6/19; 3/30/21; <u>3/24/22</u>
SECTION: Patient Care	REVISED:
EFFECTIVE: <u>4/28/21</u> <del>27</del> / <u>22</u>	MEDICAL DIRECTOR:

**Subject:** X-ray Orders

**Objectives:** To properly obtain an x-ray as ordered by the practitioner.

**Responsive Rating:** Moderate to severe

**Required Equipment:** Written practitioner order (from EMR or paper form if EMR downtime)

**Policy:**

1. All radiological examinations must be ordered by a licensed practitioner and documented in the patient medical record.
2. For women of reproductive age, the radiology technician will ask if the patient could be pregnant. If pregnancy is possible, the technician will ask the practitioner to order a urine pregnancy test and the patient will be held pending a test result.
  - a. If the test is negative, proceed.
  - b. If the test is positive, do not perform the procedure and advise the ordering practitioner.
3. Complete the order and document in the EMR.
4. Escort the patient to the patient care area, advising back office staff that the patient has returned.
5. Escort the patient to their original examination room unless directed otherwise by back office staff.
6. Notify the Practitioner that the film is available for review.

**Mark Twain Health Care District  
Strategic Matrix 2021-2023**

			Lead	Date	Goals	
I.	<b>Workforce Health and Stability</b>				Goals	Activity
	A.	Prevent Burnout, increase retention, emotional support			Ensure 1:1 employee checkups BH Mindfulness exercises Monitor Overtime Positive rewards	<b>Lunch 23rd March very well received ICE cream social this summer</b>
	B.	"Grow Your Own", CCOE CTE			Financial Partnerships Integrate HS CTE education	<b>HS Student in clinic Planning for next year</b>
	C.	Recruiting and Graduate Medical Education Partnerships			Partner with training NP Partner with Tauro/MTMC Explore Stanislaus State NP precepting	<b>MTMC moving forward with St Joseph's program</b>
II.	<b>Relationships, Alignment, Collaboration</b>					
	A.	MTMC, HHS, Public Health, Non-Profits, Schools, CCOE			Joint Projects/Programs See III, A,B,C	
	B.	Links on Websites and Social Media			Public Education and Awareness Program Manager to select and implement,	<b>Change in clinic website mgt</b>
	C.	"Program of The Month, etc" (billboards, media)			Public Awareness	
III.	<b>District Community Programs</b>					
	A.	Robo-Doc			Kids stay in school Parents can stay at work	<b>Adding Michelson</b>
	B.	Stay Vertical			Identify and recruit seniors who are at risk to fall	<b>Classes started New Meeting with CCOE Transition to New Director</b>
	C.	Let's All Smile!			Design program where children get preventive dentistry	awaiting dental infrastructure <b>Interviewing Dental Hygienist</b>

**Mark Twain Health Care District  
Strategic Matrix 2021-2023**

	D.	Covid-19 Vaccination Hub			Continue to follow CDC guidance for community	Site closed
IV.		<b>Tele-Health Expansion</b>				
	A.	Remote and Distant Site at VSHWC			Review consultation demand and provide specialty care Provide video care for homebound and feeble	New remote provider
	B.	Tele-Health Kiosks, Senior Centers or Schools			Provide Video primary care for those who are challenged by transportation	Pending
	C.	Tele-Psych: Behavioral Health VSHWC			Recruit and Hire Tele-psych provider	Pending: all providers virtual now..
V.		<b>School Based Clinics</b>				
	A.	Explore and plan			Keep active dialog with CCOE	
	B.	School campus and day care 2024				

**MTHCD Project Matrix 04-19-2022**

<b>PROGRAM</b>	<b>DESCRIPTION</b>	<b>LEAD</b>	<b>CURRENT STATUS</b>
Calaveras HHS CCMU Grant	Crisis Mobile Units	Dr. Smart	Partnership
RoboDoc	TeleHealth Service for School Nurses	Dr. Smart/ Nancy Minkler	Program is open. <b>Coordinator active: Laurel Stanek Opened West Point</b>
Behavioral Health	VSHWC Service	Susan Deax-Keirns	<b>New CCI Grant Active Hired new "Navigator"</b>
Dental	DentiCal Service at VSHWC	Dr. Smart	<b>Open 4 days a week.</b> Considering Dental Kids Day once a month. <b>Hiring Dental Hygienist Working with CCOE</b>
Gynecology	Service at VSHWC	Dr. Nussbaum	Established. Family PACT application complete. Colposcopy service started.
Stay Vertical	Fall Prevention Program	Steve Shetzline	Returning to Pre-Covid services <b>Laurel Stanek to Oversee 2022 Classes have started Recruiting instructors Master Class Planning</b>
Children's Advocacy Center	Medical Clearance Exams (MCE)	Peggy Stout	Open
Hospital Lease	District provides facility for hospital care	Nancy Minkler	Stable: 90-day ltr sent
Community Grant Program	District provides grant funding for health initiatives	Debbie Sellick	No budgeting for 2021-2022. <b>GOLF?</b>
National Health Service Corps Application	VSHWC recognized as site for federal loan forgiveness program for healthcare providers	Dr. Smart	Application submitted 5/17/21, pending
Grant Applications and Awards	See attachment: pg 26 Board Pkt	Total Applied for: \$ 676,525 Total Received: \$337,714	These numbers and activities change daily. See Grant spreadsheet.
Career Technical Education	Calaveras County Office of Education partnership	\$25,000 Exploring student opportunities VSHWC	<b>Student in clinic Preparing for next year (2 students)</b>



**CALAVERAS LOCAL AGENCY FORMATION COMMISSION**

**DATE:** April 21, 2022

**TO:** Cahirs of the Special District Board of Directors

**FROM:** John Benoit, LAFCO Executive Officer

**SUBJECT:** Nomination Ballot for Independent Special District Members and Alternate to fill Independent Special District seats on LAFCO

**NOTE:** **THE DISTRICT CHAIR MAY VOTE ON BEHALF OF YOUR DISTRICT BOARD OF DIRECTORS FOR INDEPENDENT SPECIAL DISTRICT MEMBERS TO BE SEATED ON LAFCO**

Calaveras LAFCO is in the process of seeking alternate Independent Special District Board of Director Members to serve on LAFCO to fill an unexpired term.

The Calaveras Local Agency Formation Commission is calling for nominations to seat one Alternate Independent Special District Commissioner to serve on the Local Agency Formation Commission.

The Local Agency Formation Commission is calling for nominations to seat the LAFCo alternate member

**LAFCO is requesting all nominations be received by LAFCO prior to 5:00 PM Friday, May 20, 2022.**

**Not all Independent Special District CHAIR PERSONS will desire or are in any way required to file nominations with LAFCO.**

Independent Special District representatives on LAFCO shall not be an employee of a special district, a City or the County. This nomination is for sitting Special District Board of Director Members only. An independent Special District representative must be able and available to regularly attend Commission meetings and (or) hearings. An Independent Special District member, as are all other Commissioners, is required to file an annual Statement of Economic Interest.

The LAFCO Commission normally meets the third Monday at 6:00 PM of every other month. There is a meeting stipend of \$50.00 per meeting for both regular and alternate members. The alternate member is encouraged to participate in all LAFCO processes but

may only vote when a regular member is not present or otherwise is unable to participate in a given action before LAFCO.

Upon conclusion of this nomination process, depending upon the number of eligible nominations, a ballot to elect the LAFCO representatives may be mailed to the Chair of each Independent Special District. At that time, each Independent Special District Board Chair will have one vote. The nominee receiving the highest number of votes will be seated as an Independent Special District's alternate member representative.

**The nomination period will close on Friday, May 20, 2022. Nomination Ballots must be received by 5:00 PM that day. If your Chair of your Board of Directors desires to nominate one of your sitting Board of Director members to serve on LAFCO, please submit the attached nomination ballot please submit the attached nomination ballot to John Benoit, Executive Officer, P.O. Box 2694 Granite Bay, CA 95746 or by email [j.benoit4@icloud.com](mailto:j.benoit4@icloud.com) If you have any questions please call (209) 754-6511 or 707.592.7528.**



P. O. Box 95  
San Andreas, CA 95249  
(209) 754-4468 Telephone  
(209) 754-2537 Fax

**Calaveras Local Agency Formation Commission**

**NOMINATION BALLOT FOR CALAVERAS  
LAFCO SPECIAL DISTRICT MEMBER – 2022**

NOTE: Nominations on behalf of the district can only be made by the presiding officer or alternate as designated by the district board of directors:

**Ballot for the Nomination** of an Independent Special District Member to become an Independent Special District Representative on the Local Agency Formation Commission (LAFCO).

The Mark Twain Health Care District nominates \_\_\_\_\_  
to become a candidate for an Independent Special District representative and (or) alternate to serve on the Calaveras LAFCO Commission for a term ending May 2026.

**The nominee’s contact information is as follows:**

Email: \_\_\_\_\_

Phone: (209) 754-4468

Address: P O Box 95 San Andreas, CA 95249

\_\_\_\_\_  
Linda Reed, Chair MTHCD Board of Directors

\_\_\_\_\_  
Date

Phone # \_\_\_\_\_

**Please return this nomination ballot to LAFCO prior to 5:00 P.M. Friday, May 20 , 2022 to:**

Calaveras LAFCO

John Benoit, Executive Officer

P.O. Box 2694

Granite Bay, CA 95746

Or by: Email: j.benoit4@icloud.com

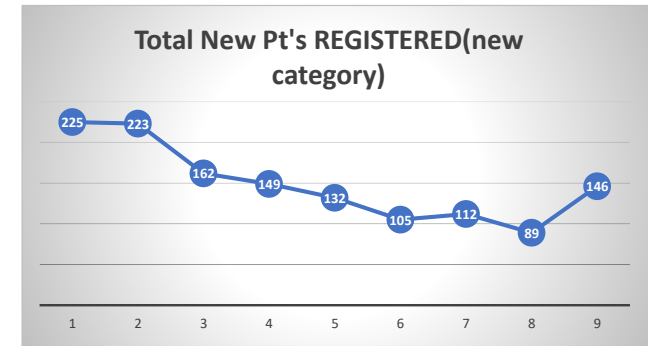
Mark Twain Health Care District Mission Statement

“Through community collaboration, we serve as the stewards of a community health system that ensures our residents have the dignity of access to care that provides high quality, professional and compassionate health care”.

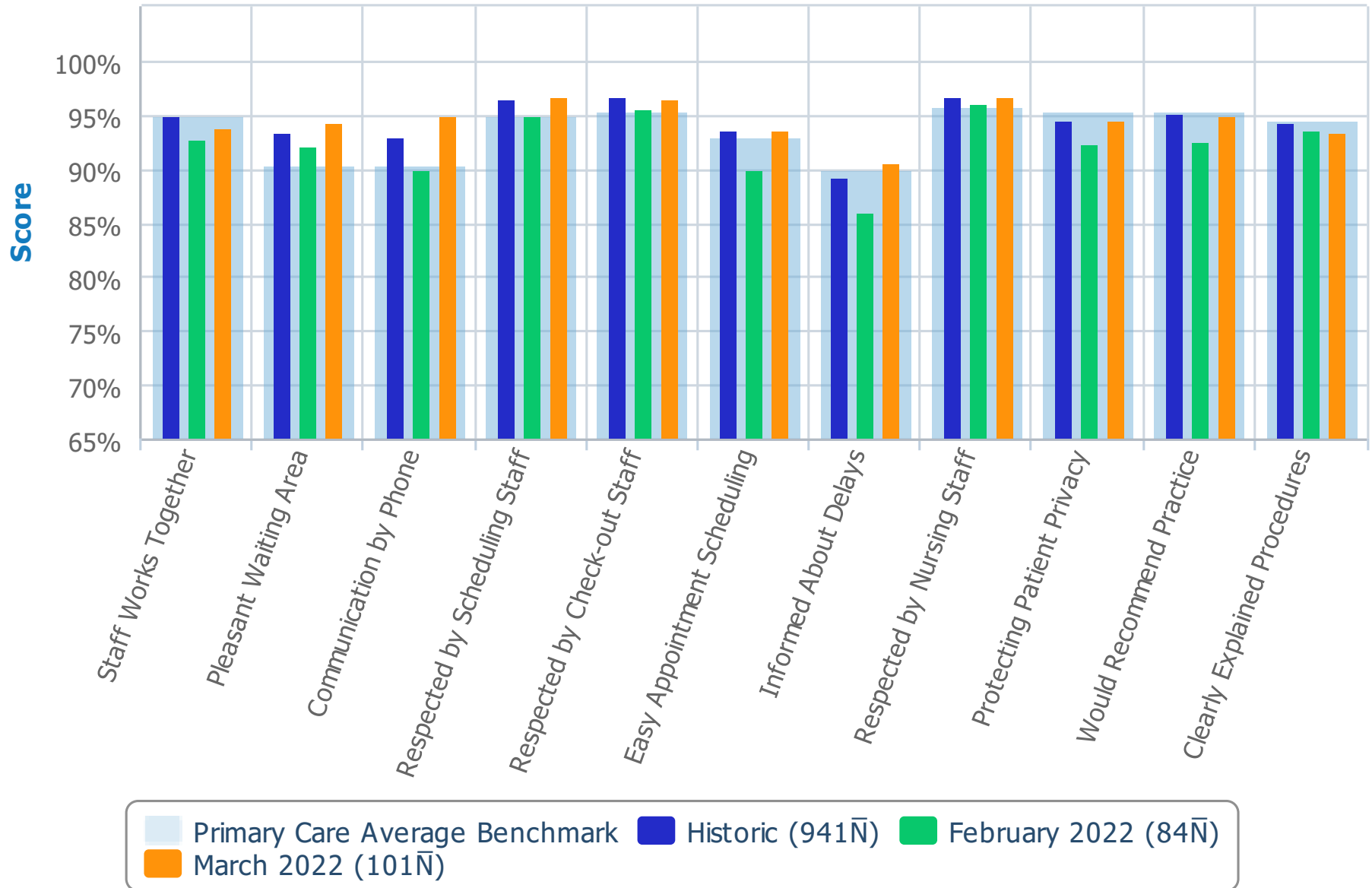
This Institution is an Equal Opportunity Provider and Employer

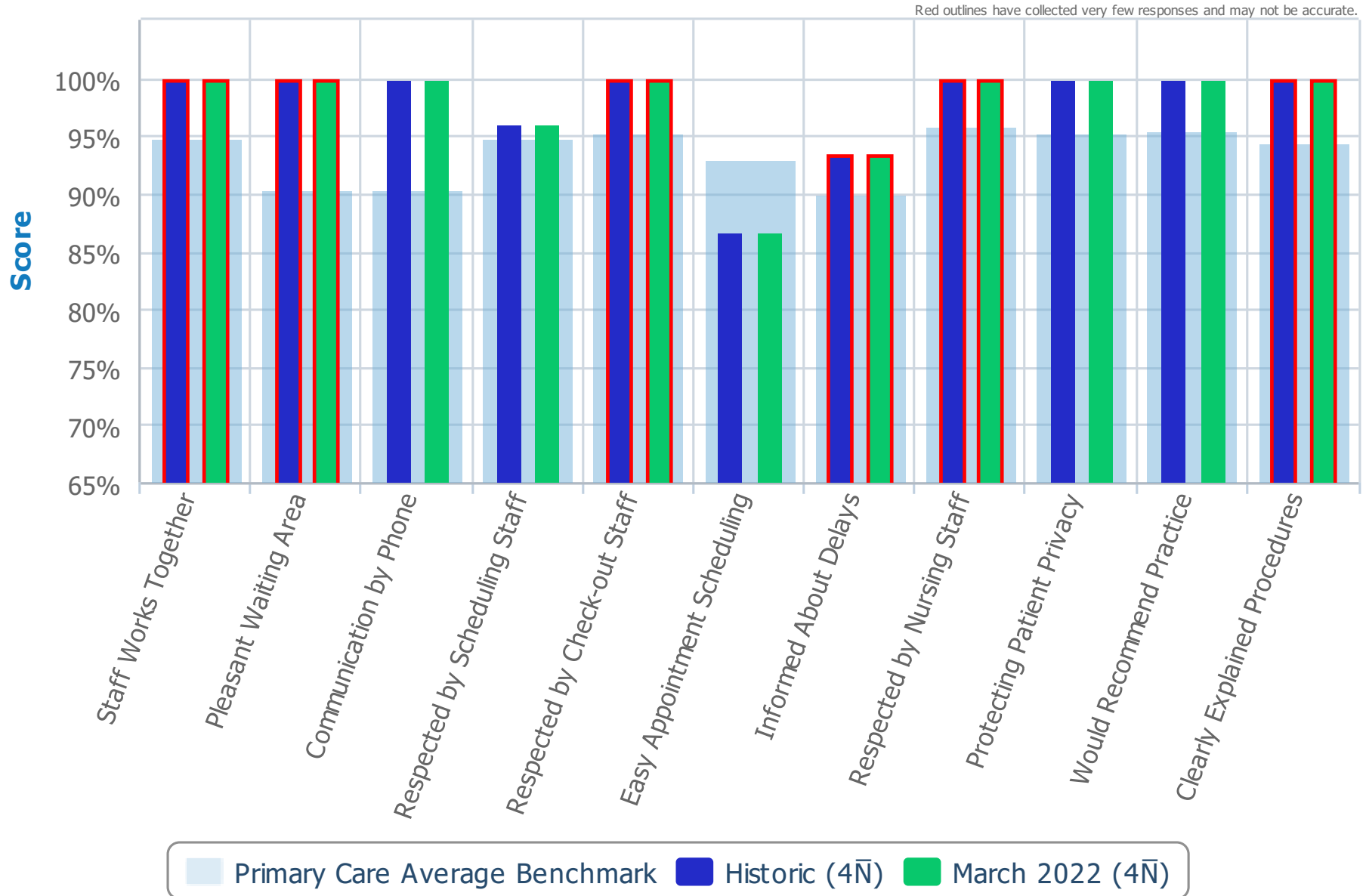


Quality Metric <sup>1</sup>	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22 Total	Census	MTD	Fiscal YTD	Historical	
													Fiscal YTD	Payor Mix	Payor Mix	Payor Mix (Payor Mix 10/16/19 to present)	
Patient Visits Total	1531	1516	1297	1149	1186	1073	1223	1228	1556				11759	11759			
Medi-Cal	682	683	573	535	583	491	567	604	814				5532	5532	52%	47%	47%
Medicare	408	369	362	319	303	286	358	318	404				3127	3127	26%	27%	27%
Cash Pay	23	28	25	23	13	10	10	21	20				173	173	1%	1%	1%
Other	418	436	337	272	287	286	288	285	318				2927	2927	20%	25%	25%
Total Empanelled Patients	3563	3806	3932	4051	4104	4142	4207	4256	4352								
Total New Patients SEEN	210	176	121	136	91	98	65	70	111								
<b>Total New Pt's REGISTERED(new category)</b>	<b>225</b>	<b>223</b>	<b>162</b>	<b>149</b>	<b>132</b>	<b>105</b>	<b>112</b>	<b>89</b>	<b>146</b>								
Incident Reports	1		tbd				2	1	3								
Patient Satisfaction	95%		93%	96%		98%	97%	96%	94%								
Peer Review/Fallouts	0		3	3		2 NA		3	5								
Wait time for appointments	1-2 wks		2-3 wks	2-3 wks		1-2 wks	2-3 wks	3-4 wks	2-3 wks								
Patient No-shows	130	162	138	131	120	155	97	107	162								



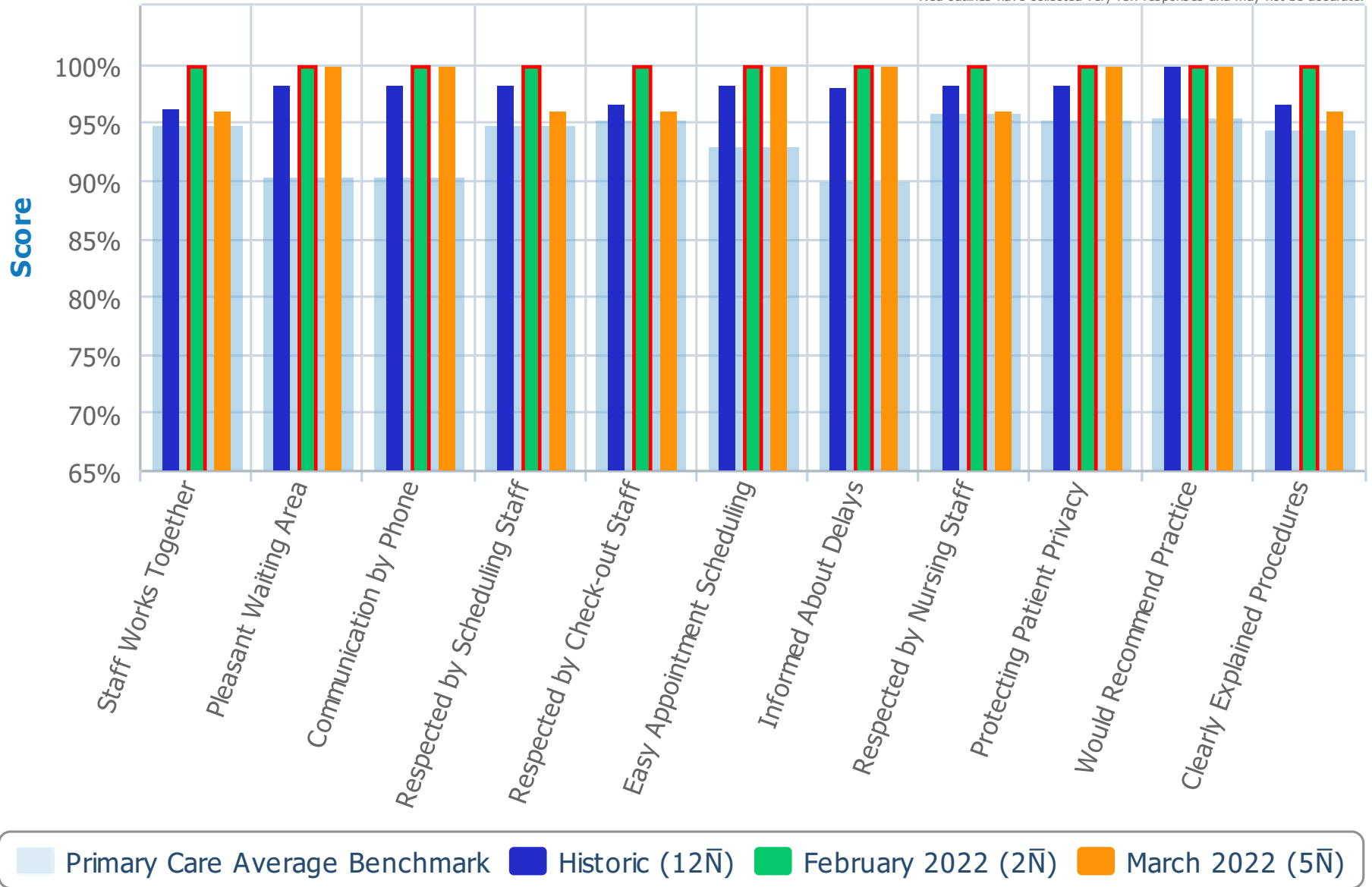
<sup>1</sup>=All Financial data in Finance Report

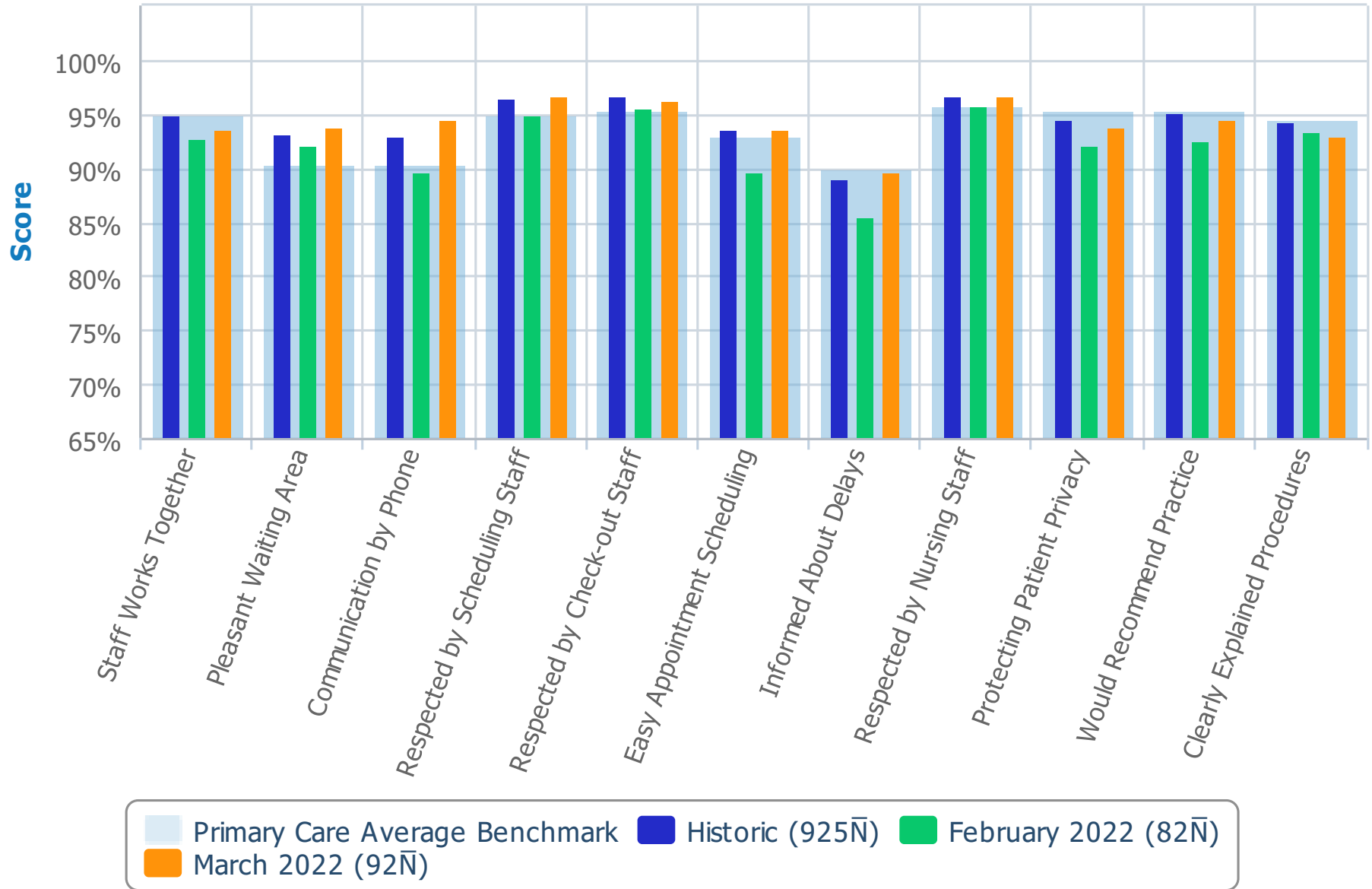






Red outlines have collected very few responses and may not be accurate.







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**Joint Exercise of Powers Agreement**

**<DATE>**

California Cooperative Liquid Assets Securities System

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**Joint Exercise of Powers Agreement**

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by and among

the parties that have entered into this  
Joint Exercise of Powers Agreement

DATED AS OF <DATE>

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This **JOINT EXERCISE OF POWERS AGREEMENT** dated as of [Date], 2022 (this “**Agreement**”) is entered into by each Public Agency (as defined below) that has executed this Agreement or that has or will execute counterparts of this Agreement pursuant to Section 2.1 hereof (the “**Founding Participants**”).

RECITALS:

**WHEREAS**, each Public Agency has the authority to invest funds in its treasury in statutorily permitted investments including but not limited to Section 53601 of the California Government Code, as amended; and

**WHEREAS**, Section 6509.7 of the Act (as defined below) provides:

“Notwithstanding any other provision of law, two or more public agencies that have the authority to invest funds in their treasuries may, by agreement, jointly exercise that common power. Funds invested pursuant to an agreement entered into under this section may be invested in securities and obligations as described by subdivision (p) of Section 53601. A joint powers authority formed pursuant to this section may issue shares of beneficial interest to participating public agencies. Each share shall represent an equal proportionate interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares of beneficial interest shall have retained an investment advisor.... A joint powers authority formed pursuant to this section is authorized to establish the terms and conditions pursuant to which agencies may participate and invest in pool shares....”; and

**WHEREAS**, the Act authorizes the Founding Participants to create a joint exercise of powers entity separate from the Founding Participants to exercise the common powers of the Founding Participants, as specified in this Agreement, and to act as administrator of this Agreement; and

**WHEREAS**, the purpose of this Agreement is to create and establish a separate joint exercise of powers entity known as the California Cooperative Liquid Assets Securities System (collectively referred to herein, as “**California CLASS**”) for the purposes set forth herein to exercise the powers provided herein and to act as administrator of this Agreement in order to consolidate investment activities of the Participants and thereby reduce duplication, take advantage of economies of scale and perform governmental functions more efficiently; and

**WHEREAS**, the Act authorizes a joint exercise of powers entity, such as the California CLASS, to issue shares of beneficial interest in authorized investments to participating Public Agencies (collectively referred to herein, as “**Participants**” and individually, as a “**Participant**”); and

**WHEREAS**, pursuant to the Applicable Law (as defined below), Public Agencies, such as the Participants, may purchase shares of beneficial interest issued by a joint powers entity organized pursuant to Section 6509.7 of the Act, such as the California CLASS; and

**WHEREAS**, the Founding Participants desire to enter into this Agreement and this Agreement shall set forth the terms for the investment program known as the “**California CLASS Investment Program**,” including the establishment of one or more funds where Participants invest in shares of beneficial interest issued by the California CLASS in accounts containing authorized investments that are owned by the California CLASS; and

**WHEREAS**, the joint exercise of such power to invest will be benefited and made more efficient because all investments acquired pursuant to this Agreement will be owned by one entity, the California CLASS and held by one entity, the Custodian (as defined below); and

**WHEREAS**, the joint exercise of such power to invest will be benefited and made more efficient if the advisory, record-keeping, and other administrative functions, including the management and transmittal of investment instructions, are performed by one entity, the Administrator (as defined below); and

**WHEREAS**, the policy of this Agreement shall be to place the highest priority on the safety of principal and liquidity of funds, and the optimization of investment returns shall be secondary to the requirements for safety and liquidity; and

**WHEREAS**, the California Special Districts Association (the “**CSDA**”) and the League of California Cities (“**Cal Cities**”) and together with CSDA, the “**Sponsors**”) have determined to join as a sponsor of the California Class Investment Program and have certain rights with respect to the composition of the governing board of the California CLASS, royalty fees and other benefits;

**NOW, THEREFORE**, in consideration of the premises and the representations, warranties, covenants, and agreements contained herein, each party hereto agrees as follows:

## ARTICLE I

### CREATION; PURPOSE; DEFINITIONS

#### 1.1 Creation of California CLASS

There is hereby created pursuant to the Act a public agency and entity to be known as the California Cooperative Liquid Assets Securities System (collectively referred to herein, as “**California CLASS**”). As provided in the Act, the California CLASS shall be a public agency and entity separate and apart from the Founding Participants and is responsible for the administration of this Agreement. The debts, liabilities and obligations of the California CLASS shall not constitute debts, liabilities or obligations of the Founding Participants (and except as it relates to the retirement liabilities of the California CLASS if the California CLASS contracts with a public retirement system within the meaning of Section 6508.1 of the Act). The California CLASS shall not contract with a public retirement system within the meaning of Section 6508.1 of the Act.

#### 1.2 Purpose

This Agreement is made pursuant to the Act to provide for the exercise by the California CLASS of those powers referred to in the recitals hereof and for the California CLASS to administer the exercise of those powers. The purpose of the California CLASS is to consolidate investment activities of the Participants and thereby reduce duplication, take

advantage of economies of scale and perform governmental functions more efficiently through the California CLASS Investment Program.

### 1.3 Definitions

In addition to the capitalized terms defined elsewhere in this Agreement, the following terms shall have the following meanings.

**"Account"** or **"Accounts"** means any account (including subaccounts or other special accounts that may be created to accommodate the desire of such Participant to segregate a portion of its Investment Funds) opened and maintained pursuant to Section 7.5(a) hereof by the Custodian for the benefit of a Participant and to which the Investment Property of such Participant is credited and opened.

**"Act"** means Title 1, Division 7, Chapter 5 of the California Government Code (commencing with Section 6500), known as the Joint Exercise of Powers Act, as it may be amended from time to time.

**"Administrator"** means Public Trust Advisors, LLC, or any Person or Persons appointed, employed, or contracted by the California CLASS pursuant to Article V hereof. The entity serving as Administrator to the California CLASS may be the Investment Advisor or an affiliate thereof.

**"Administrator Agreement"** means the agreement between the Administrator and the California CLASS described in Section 5.1(a) hereof.

**"Affiliate"** means, with respect to any Person, another Person directly or indirectly in control of, controlled by, or under common control with such Person or any officer, director, partner, or employee of such Person.

**"Agreement"** means this Agreement dated as of [Date], 2022 constituting a joint exercise of powers agreement among the Founding Participants, as amended in accordance with its terms from time to time.

**"Applicable Law"** means Title 5, Division 2, Part 1, Chapter 4 of the California Government Code (commencing with Section 53600), as it may be amended from time to time, and other applicable provisions of California law.

**"Authorized Representative"** means the person authorized to invest the funds of a Participant pursuant to California law who has been appointed in accordance with Section 2.3 hereof.

**"Balance"** for each Participant means an amount initially equal to zero that is adjusted pursuant to Article II hereof to reflect, among other things, cash investments by such Participant, cash payments to such Participant, investment results, and expenses and fees incurred pursuant to this Agreement. The Balance shall reflect the number of Shares in each applicable Fund designated by such Participant for investment.

**"Board"** means the board of the Trustees, created by this Agreement, as the governing board of the California CLASS, and established pursuant to Article III hereof.

**"Business Day"** means any day of the year other than (a) a Saturday or Sunday, (b) any day on which banks located in the State of California are required or authorized by law to remain closed, or (c) any day on which the New York Stock Exchange is closed.

**"Bylaws"** means those bylaws as described in Section 4.7 hereof.

**"Cal Cities"** means the League of California Cities.

**"California CLASS"** means the California CLASS, a joint exercise of powers entity created by this Agreement.

**"California CLASS Investment Program"** means the investment program provided to the Participants by the California CLASS whereby Participants invest in Shares including the establishment of one or more funds where Participants invest in shares of beneficial interest issued by the California CLASS in Accounts containing authorized investments that are owned by the California CLASS.

**"Conflicting Provisions"** shall have the meaning set forth in Section 15.2 hereof.

**"CSDA"** means the California Special Districts Association.

**"Custodian"** means any Person or Persons appointed, employed or contracted by the California CLASS pursuant to Section 7.1 hereof.

**"Custody Agreement"** means the agreement between the California CLASS and the Custodian as described in Article VII hereof.

**"Effective Date"** means the later of (1) the date that execution copies of this Agreement have been executed by the initial Founding Participants, and (2) the date this Agreement has been filed with the Secretary of the State of California pursuant to Section 6503.5 of the Act.

**"Enhanced Cash Fund"** shall have the meaning given such term in Section 6.4 hereof.

**"Founding Participants"** means each initial Public Agency that has executed this Agreement and each Public Agency that becomes a Founding Participant pursuant to Section 2.1 hereof by execution of this Agreement. By execution of this Agreement, each Founding Participant shall make the representations and warranties contained in Section 12.1 hereof.

**"Fund"** means any of the funds established by the Investment Advisor pursuant to Section 6.4 hereof.

**"Information Statement"** means one or more information statements or other disclosure documents relating to the California CLASS Investment Program or any Fund thereof as such Information Statements may be amended from time to time by the Administrator and the Investment Advisor with the consent of the California CLASS as evidenced by resolution of the Board.

**"Investment Advisor"** means Public Trust Advisors, LLC, or any Person or Persons appointed, employed, or contracted by the California CLASS pursuant to Section 6509.7 of the Act and Section 6.1 hereof. The entity serving as Investment Advisor to the California CLASS which may be the Administrator or an Affiliate thereof.

**"Investment Advisor Agreement"** means the agreement between the Investment Advisor and the California CLASS described in Section 6.1(a) hereof.

**"Investment Funds"** means immediately available funds delivered by each Participant to the Custodian for investment in Shares pursuant to this Agreement but only if: (i) the Authorized Representative appointed by such Participant is authorized pursuant to the laws of the State of California to invest such funds and (ii) the Participant has taken all actions necessary pursuant to the laws of the State of California or other applicable local law to authorize the delivery and investment of such funds.

**"Investment Policy"** means the investment policy established by the California CLASS with respect to the Investment Property in each Fund in accordance with this Agreement, as amended from time to time in accordance with Section 3.2(a) hereof.

**"Investment Procedures"** means the procedures for Participants to make investments set forth in the applicable Information Statement.

**"Investment Property"** means any and all securities and cash that are held in one of the Accounts and all proceeds, income, profits, and gains therefrom that have not been paid to a Participant pursuant to Section 2.4 hereof, used to discharge an Investment Property Liability or offset by losses, if any, and expenses. Investment Property shall not include securities purchased in anticipation of the delivery of funds by a Participant when such funds are not actually received by the Custodian by the anticipated delivery date and any such securities so purchased may be immediately sold and the proceeds used to pay any Person that did in fact provide monies to purchase such securities.

**"Investment Property Liability"** or **"Investment Property Liabilities"** means any liability (whether known, unknown, actual, contingent, or otherwise) incurred in connection with the Investment Property pursuant to this Agreement.

**"Investment Property Value"** means the value of the Investment Property as determined pursuant to the valuation procedures net of the amount of the Investment Property Liabilities.

**"Meeting of the Board"** means a duly called meeting of the Board.

**"Participants"** means any Public Agencies that have the authority to purchase Shares from the California CLASS. Founding Participants may also be "Participants."

**"Payment Procedures"** means the procedures for Participants to request payments out of the Investment Property set forth in the applicable Information Statement.

**"Permitted Investments"** means those investments defined as such in the applicable Investment Policy for a Fund as established by the California CLASS.

**"Person"** means any individual, corporation, limited liability company, firm, association, partnership, joint venture, trust or other legal entity or group of entities, including any Public Agency or department, board, commission, instrumentality, or agency thereof.

**"Prime Fund"** shall have the meaning given such term in Section 6.4 hereof.

**"Public Agency"** shall have the meaning given such term from time to time in Section 6509.7 (or any successor or amended provision) of the Act.

**"Ralph M. Brown Act"** means Title 5, Division 2, Part 1, Chapter 9 of the California Government Code, as it may be amended from time to time.

**"Shares"** means the unit used to denominate and measure the respective pro rata beneficial interests of the Participants in a Fund. As required by Section 6509.7 of the Act, each Share shall represent an equal proportionate interest in the Investment Property within a Fund.

**"Sponsors"** means CSDA and Cal Cities.

**"Trustee"** means each of the persons selected pursuant to Article III and Article IV hereof to serve on the Board.

**"Valuation Procedures"** means the procedures for determining the value of the Investment Property set forth in Exhibit A attached hereto, as the same may be amended from time to time by the Administrator and the Investment Advisor, with the consent of the California CLASS as evidenced by resolution of the Board.

## ARTICLE II

---

### FOUNDING PARTICIPANTS AND PARTICIPANTS

#### 2.1 Additional Founding Participants After Initial Execution

Any Public Agency that wishes to become a Founding Participant after the Effective Date may do so by executing a counterpart to this Agreement and delivering the counterpart to the Administrator, together with evidence of such Founding Participant's authorization to execute this Agreement.

#### 2.2 Withdrawal or Termination of Founding Participant

Any Founding Participant may withdraw from this Agreement at any time upon written notice to the Administrator provided, however, that no Founding Participant may withdraw if, following such withdrawal, there will not be at least two Founding Participants remaining as a party to this Agreement. A withdrawal shall be noted to the Board in the Administrator's next report to the Board. Any such withdrawal shall be effective only upon receipt of the written



notice of withdrawal by the Administrator who shall acknowledge receipt of such notice of withdrawal in writing to such withdrawing Founding Participant and shall file such notice as an amendment to this Agreement effective upon such filing.

### 2.3 Authorized Representatives; Responsibility for Authorized Representatives

(a) Each Participant shall select an Authorized Representative to represent its interests and act on its behalf under this Agreement.

(b) Each Participant shall be responsible for the actions or inaction of its Authorized Representative under this Agreement, and the Administrator and Custodian are authorized to rely on the directions of the Authorized Representative without further investigation or diligence.

### 2.4 Investments

(a) Each Participant shall have the right from time to time to invest Investment Funds for credit to such Participant's Balance in the California CLASS Investment Program. A Participant that wishes to make such an investment shall notify the Administrator and follow the Investment Procedures. All Investment Funds will be invested in an applicable Fund as designated by the Participant. Investment Funds so designated shall be invested pursuant to the Investment Policy established by the California CLASS for such Fund. Upon such investment in accordance with the Investment Procedures, the Participant shall have Shares representing an equal proportionate interest in such Investment Property within such Fund.

(b) The Balance of a Participant shall be increased upon the investment of Investment Funds by such Participant by an amount equal to the amount of such Investment Funds. The Balance shall reflect the number of Shares in each applicable Fund designated by such Participant for investment.

(c) No later than the end of each Business Day, the Custodian shall deliver a confirmation with respect to the transaction activity for the Accounts for the prior Business Day to the Administrator. The Administrator shall retain the confirmation in its records.

(d) Any funds that the Administrator is informed do not meet the conditions set forth in clauses (i) or (ii) of the definition of Investment Funds shall be returned to the Participant investing such funds by the Custodian at the request of the Administrator and such Participant shall bear all of the costs and liabilities associated with the return of such funds.

### 2.5 Receipt of Statements and Reports; Requests

(a) The Administrator shall provide, or make available to each Participant, a copy of the statements prepared pursuant to Section 5.5 hereof and of the reports prepared pursuant to Section 5.6 hereof applicable to such Participant.

(b) In addition, each Participant, through its Authorized Representative, may direct the Administrator to provide, or make available, a statement of the value of the Participant's

Balance as of the date of the request. The Administrator shall provide such statement, subject only to account activity as of such date.

(c) On behalf of each Participant, the Administrator shall maintain or cause to be maintained, the records relating to such Participant in a manner that records (i) the portion of the Participant's Balance designated in the applicable Fund and (ii) the Participant's Balance in one or more Accounts. The Administrator shall maintain a separate record for each Participant and shall record the individual transactions involving each such Participant and the total value by Account of all investments belonging to each such Participant.

## ARTICLE III

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### POWERS

#### 3.1 General Powers

(a) The California CLASS shall have the power, in its own name, to exercise the common powers of the Founding Participants referred to in the recitals hereof and to exercise all additional powers given to a joint powers entity under the Act and any other applicable law for any purpose authorized under this Agreement. Pursuant to Section 6508 of the Act, the California CLASS shall have the power, in its own name, to do any or all of the following: to make and enter into contracts, or to employ agents and employees, to acquire, construct, manage, maintain or operate any building, works or improvements, or to acquire, hold or dispose of property or to incur debts, liabilities or obligations and sue and be sued in its own name. Pursuant to Section 6509.7 of the Act, the California CLASS shall have the power, in its own name, to issue shares of beneficial interest in the securities and obligations authorized by the Applicable Law. The California CLASS is authorized, in its own name, to do all acts necessary for the exercise of said powers for said purposes. Such powers shall be exercised subject only to such restrictions upon the manner of exercising such powers as are imposed upon a [name type of one of the initial Founding Participants] in the exercise of similar powers, as provided in Sections 6503 and 6509 of the Act.

(b) All powers of the Administrator or Custodian that are described in this Agreement shall also be powers of the California CLASS. The California CLASS may perform such acts as it determines in its sole discretion as proper for conducting the business of the California CLASS. The enumeration of any specific powers shall not be construed as limiting the powers of the California CLASS. Such powers may be exercised with or without the posting of a bond, an order, or other action by any court. In construing the provisions of this Agreement, the presumption shall be in favor of a grant of power to the California CLASS, subject to the powers given to a joint powers entity under the Act and any other applicable law for any purpose authorized under this Agreement.

### 3.2 Specific Powers

Consistent with, derived from and subject to the general powers of the California CLASS granted in Section 3.1 hereof, the California CLASS possesses the following specific powers:

(a) Investments. The California CLASS shall have the power to subscribe for, invest in, reinvest in, purchase or otherwise acquire, own, hold, pledge for settlement purposes only, sell, assign, transfer, exchange, distribute, lend or otherwise deal in or dispose of Permitted Investments, provided such investment is, in the sole and absolute discretion of the California CLASS, consistent with the Applicable Law and the Investment Policy. An Investment Policy for each Fund shall be established by resolution of the Board and may be revised from time to time by resolution of the Board, provided, however, that no Investment Policy shall permit investments not authorized for legal investment under the Applicable Law. Upon the Board's approval of any amendment to an Investment Policy, the amended Investment Policy will be posted to the website of California CLASS.

(b) Issuance and Redemption of Shares. The California CLASS shall have the power to issue, sell, repurchase, redeem, retire, cancel, acquire, hold, resell, reissue, dispose of, transfer, and otherwise deal in Shares, or any Fund of Shares by means of the California CLASS Investment Program, and subject to the provisions hereof, to apply to any such repurchase, redemption, retirement, cancellation or acquisition of Shares, or any Fund of Shares, any funds or Investment Property with respect to such Shares, or Fund of Shares, whether capital or surplus or otherwise, to the full extent now or hereafter permitted by the Applicable Law.

(c) Title to Investments. Legal title to all Investment Property shall be vested in the California CLASS except that the California CLASS shall have power to cause legal title to any Investment Property to be held in the name of any other person as nominee, on such terms as the California CLASS may determine provided, however, that the interest of the California CLASS therein is appropriately protected.

(d) Rights as Holders of Investment Property. The California CLASS shall have full and complete power to exercise all of the rights, powers, and privileges appertaining to the ownership of the Investment Property to the same extent that any individual might and, without limiting the generality of the foregoing, to vote or give any consent, request, or notice, or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more persons, which proxies and powers of attorney may be for meeting or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

(e) Creation of Funds. The California CLASS may authorize the creation of one or more different Funds provided, however, that each such Fund shall conform in all respects to the requirements of this Agreement.

(f) Branding. The California CLASS may authorize the use of the names “CALCLASS” and “CACCLASS” and their associated trademark(s), consistent with, derived from and subject to, Section 3.6 hereof, in conjunction with other products, portfolios, pools, and services that provide investment, financial, or other cash management services to Participants and for purposes of this Agreement, such name shall include any Funds established pursuant to this Agreement. The Administrator may identify a name for any additional Funds established pursuant to this Agreement, subject to approval by the California CLASS.

(g) Power to Contract, Appoint, Retain and Employ. The California CLASS shall have full and complete power to, and shall at all times, appoint, employ, retain, or contract with any person of suitable qualifications (including any corporation, partnership, trust, or other entity of which one or more of them may be an Affiliate) for the transaction of the affairs of the California CLASS.

(h) Payment of Expenses. The California CLASS shall have full and complete power:

(i) to incur and pay any charges or expenses that are necessary or incidental to or proper for carrying out any of the purposes of this Agreement;

(ii) to pay any taxes or assessments validly and lawfully imposed upon or against the Investment Property or the California CLASS in connection with the Investment Property or upon or against the Investment Property or income or any part thereof;

(iii) to reimburse others for payment of such expenses and taxes; and

(iv) to pay appropriate compensation or fees from the Investment Property to a person with whom the California CLASS has contracted or transacted business.

All payments or expenses incurred pursuant to this Section will be a liability payable solely from the Investment Property. The Trustees shall not be paid compensation for their services as Trustees hereunder, except that they shall be allowed reimbursement for reasonable expenses incurred in the performance of their duties as Trustees.

(i) Litigation. The California CLASS shall have the power to engage in and to prosecute, defend, compromise, abandon, or adjust, by arbitration or otherwise, any actions, suits, proceedings, disputes, claims, and demands relating to the California CLASS or property of the California CLASS, and, out of property of the California CLASS, to pay or to satisfy any debts, claims or expenses incurred in connection therewith, including those of litigation, and such power shall include without limitation the power of the California CLASS, in the exercise of its good faith business judgment, consenting to dismiss any action, suit, proceeding, dispute, claim, or demand, derivative or otherwise, brought by any person, including a Founding Participant or Participant, whether or not the California CLASS or any of the Trustees may be named individually therein or the subject matter arises by reason of business for or on behalf of the California CLASS.

### 3.3 Miscellaneous Powers

Consistent with, derived from and subject to the general powers of the California CLASS granted in Section 3.1 hereof, the California CLASS also possesses the following miscellaneous powers:

(a) Insurance. The California CLASS shall have full and complete power to purchase or to cause to be purchased and pay for, entirely out of Investment Property, insurance policies insuring the California CLASS, and/or officers, employees, and agents of the California CLASS individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position or by reason of any action alleged to have been taken or omitted by the California CLASS or any such officer, employee, and agent including any action taken or omitted that may be determined to constitute negligence, whether or not the California CLASS would have the power to indemnify such person against such liability.

(b) Borrowing and Indebtedness. The California CLASS shall not borrow money or incur indebtedness, whether or not the proceeds thereof are intended to be used to purchase Permitted Investments or Investment Property, except as a temporary measure to facilitate the transfer of funds to the Participant that might otherwise require unscheduled dispositions of portfolio investments, but only to the extent permitted by law. No such indebtedness shall have a maturity later than that necessary to avoid the unscheduled disposition of portfolio investments.

(c) Remedies. Notwithstanding any provision in this Agreement, when the California CLASS deems that there is a significant risk that an obligor to the California CLASS may default or is in default under the terms of any obligation of the California CLASS, the California CLASS shall have full and complete power to pursue any remedies permitted by law that, in its sole judgment, are in the interests of the California CLASS, and the California CLASS shall have full and complete power to enter into any investment, commitment, or obligation of the California CLASS resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

(d) Information Statement. The California CLASS shall have full and complete power to prepare, publish, and distribute one or more Information Statements regarding the California CLASS Investment Program or any Fund thereof and to amend or supplement the same from time to time.

(e) Contracting with Affiliates. To the extent permitted by law, the California CLASS may enter into transactions with any Affiliate of the Administrator or the Custodian if:

(i) each such transaction (or type of transaction) has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Board, and

(ii) such transaction (or type of transactions) is, in the opinion of the California CLASS, on terms fair and reasonable to the California CLASS and the Participants and at least

as favorable to them as similar arrangements for comparable transactions with organizations unaffiliated with the person who is a party to the transaction.

### 3.4 Further Powers

Consistent with, derived from and subject to the general powers of the California CLASS granted in Section 3.1 hereof, the California CLASS shall have full and complete power to take all such actions, do all such matters and things, and execute all such instruments as it deems necessary, proper, or desirable in order to carry out, promote, or advance the interests and purposes of California CLASS although such actions, matters, or things are not herein specifically mentioned. Any determination as to what is in the best interest of California CLASS made by the Board in good faith shall be conclusive.

### 3.5 Intellectual Property

The parties acknowledge that pursuant to this Agreement and/or the business activities of the California CLASS, various types of intellectual property (the "**Intellectual Property**") may be created or used by the parties, including but not limited to trademarks and copyrights. With regard to any and all Intellectual Property created by or for the California CLASS or by or for the California CLASS Investment Program in relation to this Agreement, the California CLASS shall own all right, title, and interest to such Intellectual Property. Except as expressly set forth in this Agreement, the California CLASS shall have no obligation to account to the other parties to this Agreement for any revenues arising from the use, license, or assignment of any Intellectual Property.

### 3.6 Trademarks

The parties acknowledge the California CLASS's ownership and exclusive rights in all trademarks currently owned by the California CLASS, including but not limited to Application Serial No. 90879250 for the CALIFORNIA CLASS mark, and all trade names and trademarks that may be used and developed in connection with this Agreement, or through the parties' business activities with the California CLASS (the "**Trademarks**"). The parties shall not, at any time during or after the term of the Agreement, directly or indirectly, oppose, challenge or contest the California CLASS's exclusive right and title to the Trademarks or the validity thereof.

The parties agree that all use of the Trademarks inures to the benefit of the California CLASS and that the parties shall not acquire any rights in the Trademarks or other marks or logos likely to be confused therewith. The California CLASS has the sole and exclusive right to file applications to register and to register any and all Trademarks in the U.S. and in any country throughout the world, and the parties agree not to directly or indirectly, oppose, challenge or contest such applications or registrations. The parties will not, directly or indirectly, file applications to register or register, or acquire by transfer, any trade name or trademark which, in whole or in part, incorporates or is confusingly similar to the Trademarks in the U.S. or any country throughout the world unless such parties have express written permission to do so.

### 3.7 Copyrights

The parties agree that all works created in connection with this Agreement or through the parties' business activities with the California CLASS (the "**Works**") are owned by the California CLASS.

To the extent any Works are deemed not owned by the California CLASS, the parties hereby expressly assign to the California CLASS all right, title and interest whatsoever, throughout the world, in perpetuity, in and to the copyrights and any and all registrations, applications to register, renewals and extensions thereof, for the Works, including, without limitation, the right to sue for and collect damages for infringement of the Works or other violations of the same, including for past infringements or other violations.

The parties hereby further agree to promptly execute any and all instruments and to promptly render any and all such assistance as the California CLASS may request to confirm in the California CLASS full legal title to the Works and/or to pursue claims that third parties have infringed the California CLASS's intellectual property rights in and to the Works. In the event the parties are not available upon ten (10) calendar days' written request to execute such instruments, the parties hereby appoint the California CLASS its attorney-in-fact to execute such instruments on the parties' behalf.

## ARTICLE IV

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### **TRUSTEES; MEETINGS; OFFICERS**

#### 4.1 Establishment of the Board; Number and Qualification

- (a) The management of the California CLASS shall be governed by the Board.
- (b) The Board shall have five (5) Trustees consisting of the following:
  - (i) The governing body of CSDA shall appoint two (2) Trustees that are:
    - (1) elected, appointed, or staff from a Participant and a CSDA member, or
    - (2) staff from CSDA;
  - (ii) The governing body of Cal Cities shall appoint two (2) Trustees that are:
    - (1) elected, appointed, or staff from a Participant and a Cal Cities member, or
    - (2) staff from Cal Cities; and
  - (iii) One (1) Trustee that is elected, appointed, or staff from a Public Entity that is a Participant shall be appointed by a majority vote of the Board.

## 4.2 Term of Office

(a) The initial Trustees appointed by the governing body of Cal Cities shall serve a term of two (2) years and thereafter Trustees appointed by the governing body of Cal Cities shall serve a term of four (4) years.

(b) The initial Trustees appointed by the governing body of CSDA and by the Board shall serve a term of four (4) years and thereafter Trustees appointed by the governing body of CSDA and by the Board shall serve a term of four (4) years.

(c) Any appointment to fill an unexpired term, however, shall be for such unexpired term.

## 4.3 Appointment of Trustees

Trustees may be appointed or reappointed by the governing body of CSDA, Cal Cities or the Board, as provided in Section 4.1, including an appointment to fill an unexpired term in the event of a vacancy.

## 4.4 Resignation of Trustees

Any Trustee may resign without need for prior or subsequent accounting by notice in writing signed by the Trustee and delivered to the Secretary of the Board, and such resignation shall be effective upon such delivery or at a later date specified in the written notice. Any vacancy created by such resignation shall be filled in accordance with Section 4.3 hereof.

## 4.5 Removal and Vacancies

(a) The term of office of a Trustee shall terminate and a vacancy shall occur in the event the individual serving as the Trustee is no longer staff at a CSDA or Cal Cities, in the event the Trustee's Public Agency is no longer a Participant and a member of CSDA or Cal Cities, or in the event the individual serving as the Trustee is no longer an elected or appointed member of the governing body, or staff of, a Participant and CSDA or Cal Cities member.

(b) The term of office of a Trustee shall terminate and a vacancy shall occur on the happening of any of the events in California Government Code Section 1770.

(c) Each Trustee appointed by the governing body of CSDA, Cal Cities or the Board may be removed and replaced by the governing body by which such Trustee was appointed.

(d) Any vacancy created pursuant to this Section 4.5 shall be filled in accordance with Section 4.3 hereof.

## 4.6 Meetings

(a) The Annual Meeting of the Board shall be the last meeting of the calendar year and shall be for the purpose of the appointment of Trustees, election of officers, setting the



calendar for regular meetings, and other organizational matters as provided in the Bylaws. The Board shall meet not less than semiannually.

(b) Regular meetings of the Board shall be established in the method described in the Bylaws of the Board and may be held at the time and place so established.

(c) Special meetings of the Board may be held from time to time in the manner described in the Bylaws of the Board.

(d) All meetings of the Board are subject to and must comply with the provisions of the Ralph M. Brown Act.

(e) A majority of the Trustees shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time. Any action of the Board requires the affirmative vote of a majority of the total number of authorized Trustees specified in Section 4.1.

#### 4.7 Bylaws

The Board shall adopt and may, from time to time, amend or repeal Bylaws for the conduct of the business of the Board consistent with this Agreement. The Bylaws may define the duties of the respective officers, agents, employees, and representatives of the Board and shall establish the rules of calling of meetings and determination of regular and special meetings.

#### 4.8 Officers

The Board shall annually elect a Chair and other officers having the responsibilities and powers described in the Bylaws and as required by the Act. The Bylaws shall designate the Treasurer of the California Class as required by Section 6505.5 or Section 6505.6 of the Act and the public officer or officers or person or persons who have charge of, handles, or have access to any property of the California CLASS as required by Section 6501.1 of the Act, and such public officer or officers or person or persons shall file an official bond in the amount of \$25,000; provided, that such bond shall not be required if the California CLASS does not possess or own property or funds with an aggregate value of greater than \$500 (excluding amounts held by any custodian or depository in connection with the California CLASS Investment Program).

#### 4.9 Accountability

Pursuant to Section 6505 of the Act, the California CLASS shall establish and maintain such funds and accounts as may be required by good accounting practice, and there shall be strict accountability of all funds and reports of all receipts and disbursements.

#### 4.10 Fiscal Year

The fiscal year of the California CLASS shall end each March 31. The California CLASS may from time to time change the fiscal year of the California CLASS by resolution of the Board.

## ARTICLE V

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### ADMINISTRATOR

#### 5.1 Appointment; General Provisions

(a) The California CLASS may appoint one or more persons to serve as the Administrator for the California CLASS Investment Program. It is specifically intended that any and all provisions related to the Administrator set forth herein be memorialized in a contract between the California CLASS and the Administrator (the “**Administrator Agreement**”) and that this Agreement not be construed to create any third-party beneficiary rights in any party fulfilling the role of Administrator. In the event of conflict between the provisions of this Agreement and the provisions of the Administrator Agreement, this Agreement shall control.

(b) As provided in Section 5.3 hereof, the Administrator shall at no time have custody of or physical control over any of the Investment Property.

(c) The Administrator may also serve as Investment Advisor to the California CLASS Investment Program and in such case, the Administrator Agreement may also serve as the Investment Advisor Agreement.

#### 5.2 Successors

In the event that, at any time, the position of Administrator shall become vacant for any reason, the California CLASS may appoint, employ, or contract with a successor.

#### 5.3 Duties of the Administrator

(a) The duties of the Administrator shall be those set forth in this Article V and the Administrator Agreement. This Article V outlines some but not all of such duties. Such duties may be modified by the California CLASS from time to time. The role of the Administrator is intended to effect purchases, sales, or exchanges of Investment Property on behalf of the California CLASS. The Administrator Agreement may authorize the Administrator to employ other persons to assist in the performance of the duties set forth therein.

(b) The Administrator shall at no time have custody of or physical control over any of the Investment Property. If a Participant in error delivers Investment Funds for investment to the Administrator instead of to the Custodian, the Administrator shall immediately transfer such Investment Funds to the Custodian. The Administrator shall not be liable for any act or

omission of the Custodian but shall be liable for the Administrator's acts and omissions as provided herein.

(c) The Administrator understands that the monies delivered to the Custodian may only be invested pursuant to the investment parameters contained in the applicable Investment Policy.

#### 5.4 Investment Activities and Powers

The Administrator shall perform the following services:

(a) advise the California CLASS on any material changes in investment strategies based upon current market conditions;

(b) enter into securities transactions with respect to the Investment Property (to the extent permitted by the applicable Investment Policy and applicable laws) by entering into agreements and executing other documents relating to such transactions containing provisions common for such agreements and documents in the securities industry;

(c) from time to time, review the Permitted Investments and the applicable Investment Policy and, if circumstances and applicable laws permit, recommend changes in such Permitted Investments and such Investment Policy;

(d) provide such advice and information to the California CLASS on matters related to investments as the California CLASS may reasonably request including, without limitation, research and statistical data concerning the Investment Property, whether and in what manner all rights conferred by the Investment Property may be exercised, and other matters within the scope of the investment criteria set forth in the applicable Investment Policy;

(e) prepare such information and material as may be required in the implementation of the Valuation Procedures or the computation of the Balances and the preparation of any and all records and reports required by this Agreement or applicable laws;

(f) issue instructions to the Custodian as provided in this Agreement; and

(g) employ, consult with, obtain advice from, and exercise any of the Administrator's rights or powers under this Agreement through the use of suitable agents including auditors, legal counsel (who may be counsel to the Administrator or the California CLASS), investment advisers, brokers, dealers, and/or other advisers. Notwithstanding Section 15.8 hereof, the Administrator may transmit information concerning the Investment Property and the Participants to such agents.

#### 5.5 Monthly Statements

(a) Within fifteen (15) days after the end of each month-end, the Administrator shall prepare and submit, or make available, to each Participant who was a Participant during such month a statement disclosing any activity and a closing balance, including the number of Shares, in each of its Accounts for such month.

(b) The Administrator, upon the request of a Participant, shall furnish to the Participant a statement of such Participant's Balance as of the date of such request, subject only to account activity on such date.

## 5.6 Reports

The Administrator shall prepare or cause to be prepared at least annually (i) a report of operations containing a statement of the Investment Property and the Investment Property Liabilities and statements of operations and of net changes in net assets prepared in conformity with generally accepted accounting principles consistently applied and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Participants' Accounts, maintained by the Administrator with respect to the Investment Property, performed in accordance with generally accepted auditing standards. An annual audit of the accounts and records of the California CLASS shall be made, and the report thereon filed and kept, in accordance with the provisions of Section 6505 of the Act.

## 5.7 Daily Calculation of Program Value and Rate of Return

The Administrator shall calculate the Investment Property Value for each Account once on each Business Day at the time and in the manner provided in the Investment Program's Information Statement for such Fund as well as the Valuation Procedures.

## 5.8 Administration of the California CLASS Investment Program

The Administrator shall perform the following administrative functions on behalf of the California CLASS in connection with the implementation of this Agreement:

(a) collect and maintain for such period as may be required under any applicable Federal or California law written records of all transactions affecting the Investment Property or the Balances, including but not limited to (i) investments by and payments to or on behalf of each Participant; (ii) acquisitions and dispositions of Investment Property; (iii) pledges and releases of collateral securing the Investment Property; (iv) determinations of the Investment Property Value; (v) adjustments to the Participants' Balances; and (vi) the current Balance and the Balances at the end of each month for each Participant. There shall be a rebuttable presumption that any such records are complete and accurate. The Administrator shall maintain the records relating to each Participant in a manner that subdivides the Participant's balance into Accounts;

(b) assist in the organization of meetings of the Board including preparation and distribution of the notices and agendas therefore;

(c) respond to all inquiries and other communications of Participants, if any, that are directed to the Administrator or, if any such inquiry or communication is more properly addressed by the Custodian, referring such inquiry or communication to the Custodian and coordinating the Custodian's response thereto;

(d) pay all Investment Property Liabilities in accordance with this Agreement from any income, profits, and gains from the Investment Property (but not from the principal amount thereof); and

(e) engage in marketing activities to encourage eligible California public sector entities to become Participants.

## ARTICLE VI

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### INVESTMENT ADVISOR

#### 6.1 Appointment of Qualifications

(a) The California CLASS may appoint one or more persons that meet the qualifications described in Section 6.1(b) hereof to serve as the Investment Advisor of the California Class. It is specifically intended that any and all provisions related to the Investment Advisor set forth herein be memorialized in a contract between the California CLASS and the Investment Advisor (the "**Investment Advisor Agreement**") and that this Agreement not be construed to create any third-party beneficiary rights in any party fulfilling the role of Investment Advisor. In the event of conflict between the provisions of this Agreement and the provisions of the Investment Advisor Agreement, this Agreement shall control.

(b) The Investment Advisor shall meet the requirements of Section 6509.7 of the Act and Section 53601(p) of the California Government Code, as such sections may be amended from time to time, which, as of the Effective Date, require that:

- (i) the investment manager is registered or exempt from registration with the Securities and Exchange Commission;
- (ii) the investment manager has not less than five (5) years of experience investing in the securities and obligations authorized by subdivisions (a) to (o), inclusive, of Section 53601 of the California Government Code; and
- (iii) the investment manager has assets under management in excess of five hundred million dollars (\$500,000,000).

#### 6.2 Successors

In the event that, at any time, the position of Investment Advisor shall become vacant for any reason, the California CLASS shall appoint, employ, or contract with a successor that meets the qualifications described in Section 6.1(b) hereof.

#### 6.3 Duties of the Investment Advisor

The duties of the Investment Advisor shall be those set forth in the Investment Advisor Agreement. Such duties may be modified by the California CLASS from time to time. The

California CLASS may authorize the Investment Advisor in the Investment Advisor Agreement to effect purchases, sales, or exchanges of Investment Property on behalf of the California CLASS or may authorize any officer, employee, agent, or member of the California CLASS to effect such purchases, sales, or exchanges pursuant to recommendations of the Investment Advisor, all without further action by the California CLASS. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by the California CLASS. The Investment Advisor Agreement may authorize the Investment Advisor to employ other persons to assist in the performance of the duties set forth in the agreement. The Investment Advisor Agreement shall also provide that it may be terminated without cause and without the payment of any penalty on forty-five (45) days written notice.

#### 6.4 Funds

The Investment Advisor shall cause the Custodian to establish two initial funds (the "**Prime Fund**" and the "**Enhanced Cash Fund**") for the investment of surplus funds of the Participants. The Prime Fund shall have a constant net asset value and be invested in Permitted Investments pursuant to the criteria and policies contained in the Investment Policy for the Prime Fund. The Enhanced Cash Fund shall have a variable net asset value and be invested in Permitted Investments pursuant to the criteria and policies contained in the Investment Policy for the Enhanced Cash Fund. Notwithstanding anything in this Agreement to the contrary, the Investment Advisor may, upon the direction of the California CLASS, cause the Custodian to establish specially designated funds, in addition to the Prime Fund and the Enhanced Cash Fund, with specified investment characteristics so long as the fund adheres to the Permitted Investments. Such characteristics may include, without limitation, certain restrictions on amounts to be invested, holding periods prior to payments, or certain other conditions to be met for payments, such as possible payment penalties, special investment criteria, investment management tailored to a particular Participant, or additional fees for administering such specially designated Funds. The Investment Advisor may cause the Custodian to establish such Funds with the consent of the California CLASS as evidenced by resolution of the Board and approval by the Board of the related Investment Policy for such Funds. The establishment of such Funds shall not be deemed an amendment of this Agreement. A Participant may direct the Investment Advisor to invest its surplus funds in any of the established Funds. The Investment Advisor shall cause each such Fund to maintain accounts and reports separate from any other Fund. All provisions of this Agreement shall apply to any such Funds.

#### 6.5 Retained Reserves

The Investment Advisor may retain from earnings and profits such amounts as it may deem necessary to pay the debts and expenses of the California CLASS and to meet other obligations of the California CLASS, and the Investment Advisor shall also have the power to establish from earnings and profits such reasonable reserves as they believe may be necessary or desirable. At least quarterly, the Investment Advisor shall provide a detailed accounting to the Board of any debts, expenses, and obligations deemed necessary for

California CLASS Investment Program, and at the same time shall provide a detailed accounting to the Board of reserves deemed necessary or desirable by the Investment Advisor. Realized capital gains or losses shall be distributed in a timely and equitable manner as determined by the Investment Advisor.

## ARTICLE VII

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### THE CUSTODIAN

#### 7.1 Appointment and Qualifications

The California CLASS shall appoint and employ a bank or trust company organized under the laws of the United States of America to serve as custodian (“**Custodian**”) for the California CLASS Investment Program subject to the requirements of the Applicable Law. The Custodian shall follow directions relating to the investment of all Investment Property in accordance with the instructions of the Investment Advisor. The Custodian shall have authority to act as the California CLASS’s directed custodian, subject to such restrictions, limitations, and other requirements, if any, as may be established by the California CLASS. It is specifically intended that all provisions related to the Custodian set forth herein be memorialized in a contract to be entered into between the California CLASS and the Custodian (the “**Custody Agreement**”) and that this Agreement shall not be construed to create any third-party beneficiary rights under this Agreement in any party fulfilling the role of the Custodian. As such, the terms of this Agreement are not binding on the Custodian and the Custodian’s rights, duties and obligations are solely as defined in the Custody Agreement.

#### 7.2 Successors

If, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custody Agreement, the California CLASS shall appoint a successor thereto.

#### 7.3 Prohibited Transactions

With respect to transactions involving Investment Property, the Custodian shall act strictly as directed custodian for the California CLASS. The California CLASS shall not purchase Permitted Investments from the Custodian or sell Permitted Investments to the Custodian.

#### 7.4 Appointment; Sub-Custodians

(a) The Custodian may employ sub-custodians, including, without limitation, Affiliates of the Custodian for any obligations set forth in the Custody Agreement. The appointment of a sub-custodian under this Section shall not relieve the Custodian of any of its obligations set forth in the Custody Agreement. The Custodian shall use its best efforts to ensure that the interests of the California CLASS in the Investment Property (excluding cash, which is not held by the Custodian) is clearly indicated on the records of any sub-custodian and the

Custodian shall use its best efforts to ensure that the interests of the California CLASS in the Investment Property is not diminished or adversely affected because of the Custodian's use of a sub-custodian.

(b) No Investment Funds or Investment Property received or held by the Custodian pursuant to the Custody Agreement shall be accounted for in any manner that might cause such Investment Funds or Investment Property to become assets or liabilities of the Custodian.

## 7.5 Powers

The Custodian shall perform the following services:

(a) open and maintain such custody accounts as the California CLASS directs through the Administrator and accept for safekeeping and for credit to the applicable Account, in accordance with the terms of the Custody Agreement, all securities representing the investment of Investment Funds pursuant to Section 2.4 hereof, and the income or earnings derived therefrom.

(b) hold the Investment Property:

(i) in its account at Depository Trust Company or other depository or clearing corporation; or

(ii) in a book entry account with the Federal Reserve Bank in which case a separate accounting of the Investment Property shall be maintained by the Custodian at all times.

The Investment Property held by any such depository or clearing corporation or Federal Reserve Bank may be held in the name of their respective nominees provided, however, that the custodial relationship and the interests of the California CLASS regarding such Investment Property shall be noted on the records of the Administrator and the custodial relationship on behalf of the California CLASS shall be noted on the records of the Custodian.

(c) notify the Administrator, in writing or verbally with written, email, or facsimile confirmation, in advance of the Custodian taking any elective action involving the Investment Property.

(d) upon instruction of the Administrator, the Custodian is authorized to:

(i) receive and distribute Investment Funds and all other Investment Property as directed by the Administrator;

(ii) exchange securities in temporary or bearer form for securities in definitive or registered form; and surrender securities at maturity or earlier when advised of a call for redemption;

(iii) make, execute, acknowledge, and deliver as Custodian all documents or instruments (including but not limited to all declarations, affidavits, and certificates of



ownership) that may be necessary or appropriate to carry out the powers granted herein; and

(iv) take any other action required by the Custody Agreement.

## 7.6 Custodial Relationship; Custodian Records

(a) The Custodian shall hold the Investment Property (excluding cash, which is not held by the Custodian) in its capacity as Custodian on behalf of the California CLASS. Such Investment Property shall be custodial property of the Custodian and shall not be, or be deemed to be, an asset of the Custodian.

(b) Within fifteen (15) days after the end of each month, the Custodian shall send statements providing the closing balance in the Account at the end of such month and the transactions performed in the Account during such month to the Administrator and the California CLASS.

## ARTICLE VIII

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### INTERESTS OF PARTICIPANTS

#### 8.1 General

The California CLASS, in its discretion, may authorize the division of the Investment Property into one or more Funds as provided in Section 6.4 hereof. The beneficial interests of the Participants hereunder in a Fund and the earnings thereon shall be divided into Shares. Shares shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interests of a Fund. As required by Section 6509.7 of the Act, each Share shall represent an equal proportionate interest in the Investment Property within a Fund. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interests among the Participants in a Fund is unlimited. All Shares in a Fund shall be of one class representing equal distribution, liquidation, and other rights. The beneficial interests measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the California CLASS Investment Program or the Investment Property held in the applicable Fund. Title to the Investment Property held in the applicable Fund of every description is vested in the California CLASS. The Participants shall have no interest in the Investment Property held in the applicable Fund other than the beneficial interests conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights, or interests of the California CLASS.

#### 8.2 Allocation of Shares

(a) In its discretion, the California CLASS may from time to time allocate Shares in addition to the then allocated Shares to such Participant for such amount and such type of

consideration (including without limitation income from the investment of Investment Property held in the applicable Fund) at such time(s) (including without limitation each Business Day in accordance with the maintenance of a constant net asset value per Shares as set forth in this Agreement for constant net asset value Funds), and on such terms as the California CLASS may deem best. In connection with any allocation of Shares, the California CLASS may allocate fractional Shares. From time to time, the California CLASS may adjust the total number of Shares allocated without thereby changing the proportionate beneficial interests in the Investment Property held in the applicable Fund. Reductions or increases in the number of allocated Shares may be made in order to maintain a constant net asset value per Share as set forth in Section 10.1 hereof for constant net asset value Funds. Shares shall be allocated and redeemed as one hundredths (1/100ths) of a Share or any multiple thereof.

(b) Shares may be allocated only to a Participant in accordance with this Agreement. Any Participant may establish more than one Account within the California CLASS Investment Program or any Fund thereof for such Participant's convenience.

### 8.3 Evidence of Share Allocation

Evidence of Shares allocation shall be reflected in the records of the California CLASS, and the California CLASS shall not be required to issue certificates as evidence of Shares allocation.

### 8.4 Redemption to Maintain Constant Net Asset Value for Constant Net Asset Value Funds

The Shares shall be subject to redemption pursuant to the procedure for reduction of outstanding Shares in order to maintain the constant net asset value per Shares for constant net asset value Funds unless provided otherwise in the Information Statement for the applicable Fund.

### 8.5 Redemptions

Payments by the California CLASS to Participants, and the reduction of Shares resulting therefrom, are referred to in this Agreement as redemptions for convenience. Any and all allocated Shares may be redeemed at the option of the Participant upon and subject to the terms and conditions provided in this Agreement and any applicable Investment Policy and Information Statement for such Fund. The procedures for effecting redemption shall be prescribed by the California CLASS provided, however, that such procedures shall not be structured so as to substantially and materially restrict the ability of the Participants to withdraw funds from the California CLASS Investment Program.

### 8.6 Suspension of Redemption; Postponement of Payment

(a) Each Participant, by its investment in any Fund, agrees that the California CLASS may temporarily suspend the right of redemption or postpone the date of payment for redeemed Shares for the whole or any part of any period:

(i) During which trading in securities generally on the New York Stock Exchange or the American Stock Exchange or over-the-counter market shall have been suspended or minimum prices or maximum daily charges shall have been established on such exchange or market;

(ii) If a general banking moratorium shall have been declared by Federal, state, or the State of New York or State of California authorities or during a suspension of payments by banks in the State of California;

(iii) During which there shall have occurred any state of war or national emergency;

(iv) During which any financial emergency or other crisis the effect of which on the financial markets of the United States is such as to make it impracticable (a) to dispose of the Investment Property because of the substantial losses that might be incurred or (b) to determine the Investment Property Value in accordance with the Valuation Procedures.

(b) The Administrator shall determine, on behalf of the California CLASS, when an event occurs that, under this Section entitles the Custodian to temporarily suspend or postpone a Participant's right to redemption, and shall immediately notify the Custodian and each Participant by facsimile, email, mail, or telephone of such determination. Such a suspension or postponement shall not itself directly alter or affect a Participant's Balance.

(c) Such a suspension or postponement shall take effect at such time as is determined by the Administrator, and thereafter there shall be no right to request a redemption of Shares until the first to occur of: (a) in the case of (i), (ii) or (iv) above, the time at which the Administrator declares the suspension or postponement at an end, such declaration shall occur on the first day on which the period specified in the clause (i), (ii) or (iv) above shall have expired; and (b) in the case of (iii) above, the first day on which the period specified in clause (iii) above is no longer continuing.

(d) Any Participant that requested a payment prior to any suspension or postponement of payment may withdraw its request at any time prior to the termination of the suspension or postponement.

## 8.7 Defective Redemption Requests

In the event that a Participant shall submit a request for the redemption of a greater number of Shares than are then allocated to such Participant, such request shall not be honored.

## ARTICLE IX

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### RECORD OF SHARES

#### 9.1 Share Records

The California CLASS shall maintain records that shall contain:

- (i) The names and addresses of the Participants;
- (ii) The number of Shares representing their respective beneficial interests in any Account in any Fund hereunder; and
- (iii) A record of all allocations and redemptions. Such records shall be conclusive as to the identity of the Participants to which Shares are allocated. Only Participants whose allocation of Shares is recorded in the California CLASS records shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interests represented by the Shares. No Participant shall be entitled to receive any distribution nor to have notices given to it until it has given its appropriate address to the California CLASS.

#### 9.2 Maintenance of Records

The Administrator, or such other person appointed by the Administrator or the California CLASS, shall record the allocations of Shares in each Account in any Fund in the records of the California CLASS.

#### 9.3 Owner of Record

No person becoming entitled to any Shares in consequence of the bankruptcy or insolvency of any Participant or otherwise by operation of law shall be recorded as the Participant to which such Shares are allocated unless such person is otherwise qualified to become a Participant. If not qualified, such person shall present proof of entitlement to the California CLASS and if the California CLASS, in its sole discretion, deems appropriate then be entitled to the redemption value of the Shares.

#### 9.4 Transfer of Shares

The beneficial interests measured by the Shares shall not be transferable, in whole or in part, other than to the California CLASS itself or another Participant for purposes of redemption. Shares also may be redeemed from one Participant's Account and the proceeds deposited directly into another Participant's Account upon instructions from the Authorized Representative of the respective Participants.

#### 9.5 Limitation of Responsibility

The California CLASS shall not, nor shall the Participants or any officer, employee or agent of the California CLASS, be bound to determine the existence of any trust, express,

implied or constructive, or of any charge, pledge, or equity to which any of the Shares or any interest therein are subject or to ascertain or inquire whether any redemption of any such Shares by any Participant or its Authorized Representatives is authorized by such trust, charge, pledge or equity, or to recognize any person as having any interest therein except the Participant recorded as the Participant to which such Shares are allocated. The receipt of moneys by the Participant in whose name any Shares is recorded or by the Authorized Representative or duly authorized agent of such Participant shall be a sufficient discharge for all moneys payable or deliverable in respect of such Shares and from all responsibility to see the proper application thereof.

## 9.6 Notices

Any and all notices to which Participants hereunder may be entitled and any and all communications shall be deemed duly served or given if electronically or mailed, postage prepaid, addressed to Participants of record at the electronic or physical mailing addresses recorded in the records of the California CLASS.

## ARTICLE X

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### **DETERMINATION OF NET ASSET VALUE, NET INCOME, DISTRIBUTIONS AND ALLOCATIONS**

#### 10.1 Determination of Net Asset Value, Net Income, Distributions and Allocations

The Information Statement for each Fund within the California CLASS Investment Program shall set forth the basis and times for determining the per Share net asset value of the Shares, the net income, and the declaration and payment of distributions, as the California CLASS, in its absolute discretion, may determine.

## ARTICLE XI

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### **CALIFORNIA CLASS INVESTMENT PROGRAM COSTS**

#### 11.1 Expenses

In consideration of the performance of its obligations hereunder, the Administrator shall receive a fee as set forth in the Administrator Agreement described in Section 5.1 hereof, which fee shall be paid from the earnings on the Accounts. The Administrator's fee shall be an Investment Property Liability. From its fee, the Administrator shall pay the following costs and expenses: the Investment Advisor's fee set forth in the Investment Advisor Agreement, the Custodian's fee set forth in the Custody Agreement, the costs of third parties retained by the Administrator to render investment advice pursuant to the Administrator Agreement, the

royalty fees to the Sponsors, marketing expenses, all custodial and securities clearance transaction charges, the cost of valuing the Investment Property, the cost of obtaining a rating or ratings, if any, the cost of other expenses agreed to by the Administrator and the California CLASS, all Investment Property record-keeping expenses, the cost of preparing monthly and annual reports, the expense of outside auditors required pursuant to the Administrator Agreement (but only if the Administrator selects such auditors), the fees of the counsel to the Administrator and/or the counsel to the California CLASS, the cost of Meetings of the Board, the cost of reimbursement for reasonable expenses incurred by Trustees in the course of their duties, insurance costs and the costs of Participant surveys and mailings. At least quarterly, the Administrator shall provide a detailed accounting of such expenses to the Trustees.

## ARTICLE XII

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### **REPRESENTATIONS AND WARRANTIES OF EACH FOUNDING PARTICIPANT**

#### **12.1 Representations and Warranties of Each Founding Participant**

Each Founding Participant hereby represents and warrants that:

(a) the Founding Participant is a Public Agency and political subdivision of a state, or an agency, authority, or instrumentality of the United States, a state or any political subdivision of a state; and

(b) each of the recitals to this Agreement is true as it relates to such Founding Participant; and

(c) the Founding Participant has taken all necessary actions and has received all necessary approvals and consents and adopted all necessary resolutions in order to execute and deliver this Agreement and to perform its obligations hereunder; and

(d) the execution, delivery, and performance of this Agreement by the Founding Participant are within the power and authority of the Founding Participant and do not violate the laws, rules, or regulations of the State of California applicable to the Founding Participant or its organizational statute, instrument, or documents or any other applicable Federal, state, or local law.

## ARTICLE XIII

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### **LIMITATIONS OF LIABILITY OF FOUNDING PARTICIPANTS, PARTICIPANTS, TRUSTEES AND OTHERS**

#### 13.1 No Personal Liability of Founding Participants, Participants, Trustees and Others.

Except in the case of fraud or willful misconduct, no Founding Participant, Participant and, subject to Section 13.3 hereof, no Trustee, officer, employee or agent of California CLASS, acting in its capacity as a Founding Participant, Participant, Trustee, officer, employee or agent of California CLASS, as applicable, shall be subject to any personal liability whatsoever to any person in connection with property or the acts, obligations or affairs of California CLASS, and all such persons shall look solely to the Investment Property for satisfaction of claims of any nature arising in connection with the affairs of California CLASS. Except in the case of fraud or willful misconduct, no Founding Participant, Participant, Trustee, officer, employee, or agent, as such, of California CLASS who is made a party to any suit or proceeding to enforce any such liability, shall be held to any personal liability. The debts, liabilities and obligations of California CLASS shall not be the debts, liabilities and obligations of any Founding Participant, Participant, Trustee, officer, employee or agent of California CLASS, unless otherwise provided in this Agreement provided, however, that in such case, such debts, liabilities and obligations shall be limited to the value of the Investment Property.

#### 13.2 Indemnification of Participants

California CLASS shall indemnify and hold each Participant harmless from and against all claims and liabilities to which such Participant may become subject by reason of its being or having been a Participant in the California CLASS Investment Program and shall reimburse such Participant for all legal and other expenses reasonably incurred by it in connection with any such claim or liability provided, however, that: (a) such Participant was acting in accordance with all legal and policy requirements and investment objectives applicable to such Participant, including any limitations that the Participant has adopted or is subject to which are more restrictive than state law, (b) such indemnity or reimbursement shall be made from the Investment Property in the applicable Fund in respect of which such claim or liability arose and not from any other Investment Property, and (c) no indemnification shall be made for any Participant's negligence or willful misconduct. The rights accruing to a Participant under this Section 13.2 shall not exclude any other right to which such Participant may be lawfully entitled, nor shall anything herein contained restrict the right of California CLASS to indemnify or reimburse a Participant in any appropriate situation even though not specifically provided herein.

#### 13.3 Bad Faith of Trustees and Others

No Trustee, officer, employee or agent of California CLASS shall be liable to California CLASS, or to any Founding Participant, Participant, Trustee, officer, employee or agent thereof

for any action or failure to act, except for his or her own bad faith, willful misfeasance, gross negligence or reckless disregard of duty (collectively, "**Bad Faith**").

### 13.4 Indemnification of Trustees and Others from Third-Party Actions

(a) California CLASS shall, to the extent permitted by law, indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of California CLASS) by reason of the fact that such person is or was a Trustee, officer or employee of California CLASS, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if it is determined that such person acted in good faith and reasonably believed: (i) in the case of conduct in his or her official capacity as a Trustee of California CLASS, that his or her conduct was in California CLASS's best interests, (ii) in all other cases, that his or her conduct was at least not opposed to California CLASS's best interests, and (iii) in the case of a criminal proceeding, that he or she had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person did not act in good faith and in a manner that such person reasonably believed to be in the best interests of California CLASS or that such person had reasonable cause to believe such person's conduct was unlawful.

(b) In case any claim shall be made or action brought against any person in respect of which indemnity may be sought against the California CLASS, such indemnified person shall promptly notify the California CLASS in writing setting forth the particulars of such claim or action. The indemnified person shall be entitled to select and retain counsel of his or her choice. The California CLASS shall be responsible for the payment or immediate reimbursement for all reasonable fees and expenses incurred in the defense of such claim or action.

### 13.5 Indemnification of Trustees and Others for Successful Defense

To the extent that a Trustee, officer or employee of California CLASS has been successful on the merits in defense of any proceeding referred to in Section 13.4 hereof or in defense of any claim, issue or matter therein, before the court or other body before which the proceeding was brought, such person shall be indemnified against expenses actually and reasonably incurred in connection therewith.

### 13.6 Advance of Expenses

Expenses incurred in defending any proceeding may be advanced by California CLASS before the final disposition of the proceeding upon a written undertaking by or on behalf of the Trustee, officer or employee of California CLASS, to repay the amount of the advance if it is ultimately determined that he or she is not entitled to indemnification, together with at least one of the following as a condition to the advance: (i) security for the undertaking; or (ii) the existence of insurance protecting California CLASS against losses arising by reason of any lawful advances; or (iii) a determination by a majority of the Trustees who are not parties



to the proceeding (“**Non-Interested Trustees**”), or by independent legal counsel in a written opinion, based on a review of readily available facts, that there is reason to believe that such person ultimately will be found entitled to indemnification.

### 13.7 Exclusions and Limitations of Indemnification of Trustees and Others

Notwithstanding the foregoing, no indemnification or advance shall be made under Sections 13.4 to 13.6 hereof:

(a) Bad Faith. For any liability arising by reason of Bad Faith of a Trustee, officer or employee of California CLASS.

(b) Improper Personal Benefit. In respect of any claim, issue, or matter as to which a Trustee, officer or employee of California CLASS shall have been adjudged to be liable on the basis that personal benefit was improperly received by him or her, whether or not the benefit resulted from an action taken in such person’s official capacity.

(c) Otherwise Prohibited. In any circumstances where it appears that it would be inconsistent with any condition expressly imposed by a court, any provision of this Agreement, or any agreement in effect at the time of accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid which prohibits or otherwise limits indemnification or advance.

(d) Limited to California CLASS’s Assets. In any amount, individually or in the aggregate, that exceeds the value of the Investment Property. If there are concurrent indemnifications of multiple Participants under this Article XIII, such indemnifications shall be made on a pro rata basis up to the value of the Investment Property.

### 13.8 Obligations under Law

Notwithstanding anything herein or in the Investment Management Agreement to the contrary, nothing herein or therein is intended to relieve any Founding Participant or Participant of any obligation it has under state or Federal law to monitor, review, evaluate or provide oversight with respect to the Shares Program, the Investment Manager, or its participation in California CLASS.

### 13.9 Required Approval

No indemnification or advance shall be made under Sections 13.4 to 13.6 hereof unless and until it is determined, by a majority of the Non-Interested Trustees, or by independent legal counsel in a written opinion, based on a review of readily available facts, that indemnification of a Trustee, officer, employee or agent of California CLASS is proper in the circumstances because such person has met the applicable standard of conduct set forth in Sections 13.4 to 13.6 hereof, as applicable, and such indemnification is not excluded by reason of Section 13.7 hereof.

### 13.10 Fiduciaries of Employee Benefit Plan

This Article XIII does not provide indemnification or release from liability with respect to any proceeding against any trustee, Investment Manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be a Trustee, officer, employee or agent of California CLASS. Nothing contained in this Article XIII shall limit any right to indemnification to which such a trustee, Investment Manager, or other fiduciary may be entitled by contract or otherwise which shall be enforceable to the extent permitted by applicable laws other than this Article XIII.

### 13.11 No Duty of Investigation and Notice in California CLASS Instruments

No purchaser, lender, transfer agent, record keeper or other person dealing with any Trustee, officer, employee or agent of California CLASS shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by such Trustee, officer, employee or agent or be liable for the application of money or property paid, loaned, or delivered to or on the order of such Trustee, officer, employee or agent. Every obligation, contract, instrument, certificate, Share or other security of California CLASS and undertaking, and every other document executed in connection with California CLASS, shall be conclusively presumed to have been executed or done by the executors thereof only in their capacity as Trustees under this Agreement or in their capacity as officers, employees or agents of California CLASS. Every written obligation, contract, instrument, certificate, Share or other security of California CLASS or undertaking made or issued by any Trustee shall recite that it is executed by such Trustee not individually, but in the capacity as Trustee under this Agreement, and that the obligations of any such instruments are not binding upon any of the Trustees, Founding Participants or Participants individually, but bind only California CLASS property, but the omission of such recital shall not operate to bind the Trustees, Founding Participants or Participants individually.

### 13.12 Reliance on Experts

Each Trustee, officer, employee and agent of California CLASS shall, in the performance of his or her duties, be fully protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of California CLASS, upon an opinion of counsel, or upon reports made to California CLASS by any of its officers or employees or by the investment adviser, administrator, transfer agent, record keeper, custodian, distributor accountants, appraisers or other experts or consultants selected with reasonable care by the Trustees, officers, employees or agents of California CLASS.

### 13.13 Immunity from Liability

All of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of the trustees, officers, employees or agents of the Founding Participants when performing their functions within the territorial limits of their respective

Public Agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties associated with California CLASS.

#### 13.14 Further Restriction of Duties and Liabilities

Without limiting the foregoing provisions of this Article XIII, the Trustees, officers, employees and Founding Participants of California CLASS shall in no event have any greater duties or liabilities than those imposed by applicable laws as shall be in effect from time to time.

## ARTICLE XIV

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### AMENDMENT AND TERMINATION

#### 14.1 Amendment

Unless explicitly set forth otherwise herein, this Agreement may be amended only by a majority vote of the Board. Nothing in this Agreement shall permit its amendment to violate the Act or the Applicable Law or impair the exemption from personal liability of the Founding Participants, Participants, Trustees, officers, employees and agents of the California CLASS or to permit assessments upon Participants. Notice of any amendment to this Agreement shall be filed with the office of the Secretary of State of California pursuant to Section 6503.5. Participants shall also be notified of any amendment to this Agreement through electronic communications.

#### 14.2 Termination

(a) This Agreement shall continue in full force and effect unless terminated as set forth in this Section 14.2. This Agreement may be terminated at any time pursuant to a duly adopted amendment hereto approved by the unanimous vote of the Board provided, however, that in no event shall this Agreement terminate so long as the California CLASS has any unpaid debts or obligations.

(b) Upon the termination of this Agreement pursuant to this Section 14.2:

(i) the Custodian, the California CLASS, and the Administrator shall carry on no business in connection with the California CLASS Investment Program except for the purpose of satisfying the Investment Property Liabilities and winding up their affairs in connection with the Investment Property;

(ii) the Custodian, the California CLASS, and the Administrator shall proceed to wind up their affairs in connection with California CLASS Investment Program, and all of the powers of the California CLASS, the Administrator, and the Custodian under this Agreement, the Administrator Agreement, and the Custody Agreement, respectively, shall continue until the affairs of the California CLASS, the Administrator, and the

Custodian in connection with the California CLASS Investment Program shall have been wound up, including but not limited to the power to collect amounts owed, sell, convey, assign, exchange, transfer, or otherwise dispose of all or any part of the remaining Investment Property to one or more persons at public or private sale for consideration that may consist in whole or in part of cash, securities, or other property of any kind, discharge or pay Investment Property Liabilities, and do all other acts appropriate to liquidate their affairs in connection with the California CLASS Investment Program; and

(iii) after paying or adequately providing for the payment of all Investment Property Liabilities and upon receipt of such releases, indemnities, and refunding agreements as each of the California CLASS, Administrator, and Custodian deem necessary for their protection, the California CLASS shall take all necessary actions to cause the distribution of the remaining Investment Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate Balances.

(c) Upon termination of this Agreement and distribution to the Participants as herein provided, the California CLASS shall direct the Administrator to execute and lodge among the records maintained in connection with this Agreement an instrument in writing setting forth the fact of such termination, and the California CLASS and Founding Participants shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and benefits of all Participants hereunder shall cease and be canceled and discharged.

## ARTICLE XV

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### MISCELLANEOUS

#### 15.1 Governing Law

This Agreement is executed by the initial Founding Participants and delivered in the State of California and with reference to the laws thereof, and the rights of all parties and the validity, construction, and effect of every provision hereof shall be subject to and construed according to the laws of the State of California.

#### 15.2 Severability

The provisions of this Agreement are severable, and if any one or more of such provisions (the "**Conflicting Provisions**") are in conflict with applicable laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Agreement, and this Agreement may be amended pursuant to Section 14.1 hereof to remove the Conflicting Provisions provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Agreement or render invalid or improper any action taken or omitted prior to the discovery or removal of the Conflicting Provisions.

### 15.3 Counterparts

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument that shall be sufficiently evidenced by any such original counterpart.

### 15.4 No Assignment

No assignment of this Agreement may be made by any party without consent of the non-assigning party.

### 15.5 Gender; Section Headings and Table of Contents

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Agreement and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction, or effect.

### 15.6 No Partnership

Other than the creation by the Founding Participants of a joint exercise of powers entity pursuant to the Act, this Agreement does not create or constitute an association of two or more persons to carry on as co-owners a business for profit, and none of the parties intends this Agreement to constitute a partnership or any other joint venture or association.

### 15.7 Notice

Unless oral notice is otherwise allowed in this Agreement and except as otherwise provided herein, all notices required to be sent under this Agreement:

(a) shall be in writing;

(b) shall be deemed to be sufficient if given by (i) depositing the same in the United States mail properly addressed, postage prepaid, or (ii) electronically transmitting such notice by any means such as by facsimile transmission, email, or other electronic means, or (iii) by depositing the same with a courier delivery service, addressed to the person entitled thereto at his address or phone number as it appears on the records maintained by the Administrator;

(c) shall be deemed to have been given on the day of such transmission if delivered pursuant to subsection (b)(ii) or on the third day after deposit if delivered pursuant to subsection (b)(i) or (b)(iii); and

(d) any of the methods specified in Section 15.7(b) hereof shall be sufficient to deliver any notice required hereunder notwithstanding that one or more of such methods may not be specifically listed in the Sections hereunder requiring such notice.

### 15.8 Confidentiality

(a) All information and recommendations furnished by the Administrator to any Participants or the California CLASS that is marked confidential and all information and directions furnished by the Administrator to the Custodian shall be regarded as confidential by each such person to the extent permitted by law. Nothing in this Section shall prevent any party from divulging information as required by law or from divulging information to civil, criminal, bank, or securities regulatory authorities where such party may be exposed to civil or criminal proceedings or penalties for failure to comply, or from divulging information in accordance with State of California laws or to prevent the Administrator from distributing copies of this Agreement, the names of the Participants, or the Investment Property Value to third parties.

### 15.9 Entire Agreement

This Agreement shall constitute the entire agreement of the parties with respect to the subject matter and shall supersede all prior oral or written agreements in regard thereto.

### 15.10 Disputes

In the event of any dispute between the parties, the parties agree to attempt to resolve the dispute through negotiation. To the extent permitted by law, no litigation shall be commenced without a certification by an authorized officer, employee, or agent of any party that the dispute cannot be resolved by negotiation provided in writing at least 10 days before commencing legal action.

### 15.11 Writings

Whenever this Agreement requires a notice, instruction, or confirmation to be in writing or a written report to be made or a written record to be maintained, it shall be sufficient if such writing is produced or maintained by electronic means or maintained by any other photostatic, photographic, or micrographic data storage method such as digital discs as well as on paper.

### 15.12 Effective Date

This Agreement shall become effective on the Effective Date.

**SIGNATURE PAGE FOR JOINT EXERCISE OF POWERS AGREEMENT**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their names and on their behalf as of the date first written above.

[NAME OF INITIAL FOUNDING  
PARTICIPANT]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[NAME OF INITIAL FOUNDING  
PARTICIPANT]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[NAME OF INITIAL FOUNDING  
PARTICIPANT]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

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### EXHIBIT A

#### **Valuation Procedures**

##### 1. Portfolio Valuation

California CLASS follows Financial Accounting Standards Board Accounting Standards Codification (ASC) 820 *Fair Value Measurement and Disclosure* for financial reporting purposes. ASC 820 defines fair value, establishes a single framework for measuring fair value, and requires disclosures about fair value measurement.

At least daily, the Investment Property Value shall be determined on a mark to market basis as follows: (a) securities for which market quotations are readily available are valued at the most recent bid price or yield equivalent as obtained from one or more market makers for such securities or a third-party pricing source; (2) all other securities and assets are valued at fair market value in good faith.

##### 2. Amendment

These Valuation Procedures may be amended from time to time as provided in the Agreement.





**MARK TWAIN  
HEALTH CARE DISTRICT**

P. O. Box 95  
San Andreas, CA 95249  
(209) 754-4468 Phone  
(209) 754-2537 Fax

**Agenda Item:** Financial Reports (as of March, 2022)  
**Item Type:** Action  
**Submitted By:** Rick Wood, Accountant  
**Presented By:** Rick Wood, Accountant

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**BACKGROUND:**

The March, 2022 financial statements are attached for your review and approval.

- The March 2022 financial reports reflect the District beginning to recognize the depreciation expense during the fiscal year (\$579,562 through March 2022), rather than just at the end of the year when the audit is completed. We may want to discuss the impact of “Depreciation” on the financial reports.
- We met with Dr. Smart and will begin to recognize the COVID relief funds of \$347K in the 4<sup>th</sup> quarter of the current fiscal year. This money is currently sitting in deferred revenue on the Balance Sheet. Recognition of this revenue will go a long way to helping the District’s bottom line 😊
- The Balance Sheet still shows a strong cash position.
- The Investment & Reserves Report shows the reserve allocations, along with the interest income allocations.
- And now it’s Budget time 😊
- Total COVID expenses/lost revenue to date: \$959,661.67
- Total COVID expenses in March 2022: \$4,828.54



Mark Twain Health Care District									
Direct Clinic Financial Projections									
VSHWC									
3/31/2022									
2021 - 2022									
Month									
Actual									
Y-T-D									
vs Budget									
2019/2020									
2020/2021									
2020/2021									
2021/2022									
Month									
to-Date									
Actual									
Y-T-D									
vs Budget									
4083.49	Urgent care Gross Revenues	1,170,321	2,789,431	4,674,075	5,013,050	3,759,787	306,326	2,470,528	49.28%
4083.60	Contractual Adjustments	(953,773)	(1,383,628)	(1,087,124)	(1,848,793)	(1,386,595)	(149,630)	(1,149,345)	
	Net Patient revenue	216,548	1,405,804	3,586,951	3,164,257	2,373,192	156,696	1,321,183	41.75%
						0			
4083.90	Flu shot, Lab income, physicals			1,000	1,000	750			0.00%
4083.91	Medical Records copy fees			750	750	563			0.00%
4083.92	Other - Plan Incentives			30,000	25,000	18,750			0.00%
			0	31,750	26,750	20,063	0	0	0.00%
	<b>Total Other Revenue</b>	<b>216,548</b>	<b>1,405,804</b>	<b>3,618,701</b>	<b>3,191,007</b>	<b>2,393,255</b>	<b>156,696</b>	<b>1,321,183</b>	<b>41.40%</b>
7083.09	Other salaries and wages	(648,607)	(954,884)	(1,008,540)	(1,503,975)	(1,127,981)	(109,776)	(977,926)	65.02%
7083.10	Payroll taxes	(53,339)	(83,696)	(78,666)	(108,979)	(81,734)	(9,245)	(78,998)	72.49%
7083.12	Vacation, Holiday and Sick Leave			(9,077)	(90,239)	(67,679)			0.00%
7083.13	Group Health & Welfare Insurance	(31,164)	(132,724)	(49,982)	(169,346)	(127,010)	(15,138)	(121,901)	71.98%
7083.14	Group Life Insurance			(1,614)		0			
7083.15	Pension and Retirement		(1,403)	(25,214)	(1,987)	(1,490)			0.00%
7083.16	Workers Compensation insurance	(13,597)	(16,697)	(10,085)	(15,040)	(11,280)			0.00%
7083.18	Other payroll related benefits			(1,513)	(376)	(282)			0.00%
	Total taxes and benefits	(98,100)	(234,521)	(176,151)	(385,967)	(289,475)	(24,383)	(200,900)	52.05%
	<b>Labor related costs</b>	<b>(746,706)</b>	<b>(1,189,405)</b>	<b>(1,184,691)</b>	<b>(1,889,942)</b>	<b>(1,417,457)</b>	<b>(134,159)</b>	<b>(1,178,826)</b>	<b>62.37%</b>
7083.05	Marketing	(7,096)	(2,469)		(1,500)		(1,097)	(30,860)	
7083.20	Medical - Physicians	(607,191)	(844,648)	(905,244)	(970,115)	(727,586)	(53,877)	(578,445)	59.63%
7083.22	Consulting and Management fees	(261,571)	(97,365)	(75,000)	(35,000)	(26,250)	(999)	(17,549)	50.14%
7083.23	Legal - Clinic	(27,900)	(19,720)	0	(15,000)			(4,845)	0.00%
7083.25	Registry Nursing personnel			(3,000)	0	0			
7083.26	Other contracted services	(65,565)	(209,741)	(126,907)	(100,000)	(75,000)	(17,479)	(201,572)	201.57%
7083.29	Other Professional fees	(11,199)	(11,554)	(80,932)	(10,000)	(7,500)	(2,446)	(13,015)	130.15%
7083.36	Oxygen and Other Medical Gases	(533)	(578)	(3,703)	(1,200)	(900)		(245)	20.45%
7083.38	Pharmaceuticals			(139,504)	(40,000)	(30,000)			0.00%
7083.41.01	Other Medical Care Materials and Supplies	(141,544)	(263,109)	(25,714)	(95,000)	(71,250)	(12,925)	(205,599)	216.42%
7083.41.02	Dental Care Materials and Supplies - Clinic		(37,429)				(12,383)	(60,303)	
7083.41.03	Behavior Health Materials		(1,515)				9	(2,015)	
7083.44	Linens			(1,200)	0	0			
7083.48	Instruments and Minor Medical Equipment			(24,248)	(20,000)	(15,000)			0.00%
7083.74	Depreciation - Equipment			(150,476)	0	0			
7083.45	Cleaning supplies			(47,578)	0	0			
7083.62	Repairs and Maintenance Grounds	(1,122)		(8,104)	(5,000)	(3,750)			0.00%
7083.72	Depreciation - Bldgs & Improvements			(311,017)	(560,000)	(420,000)	(579,562)	(579,562)	103.49%
7083.80	Utilities - Electrical, Gas, Water, other	(53,232)	(37,583)	(95,083)	(80,000)	(60,000)	(6,815)	(56,897)	71.12%
8870.00	Interest on Debt Service	(158,161)	(247,955)	(257,355)	(190,000)	(142,500)			0.00%
7083.43	Food	(935)	(1,070)	(2,000)	(2,000)	(1,500)	(505)	(2,274)	113.72%
7083.46	Office and Administrative supplies	(30,108)	(57,037)	(15,428)	(15,000)	(11,250)	(2,191)	(34,737)	231.58%
7083.69	Other purchased services	(50,362)	(22,248)	(232,076)	(229,727)	(172,296)	(806)	(8,281)	3.60%
7083.81	Insurance - Malpractice	(8,814)		(16,854)	(25,000)	(18,750)			0.00%
7083.82	Other Insurance - Clinic	(23,332)	(46,530)	(31,102)	(1,050)	(788)	(3,776)	(52,043)	0.00%
7083.83	Licenses & Taxes			(1,500)	(1,500)	(1,125)			
7083.85	Telephone and Communications	(5,253)	(66,112)	(20,903)	(5,100)	(3,825)	(3,392)	(22,091)	433.15%
7083.86	Dues, Subscriptions & Fees	(19,274)	(7,669)	(1,500)	(5,000)	(3,750)	(322)	(7,715)	154.31%
7083.87	Outside Training	(199)	(31,537)	(15,000)	(10,000)	(7,500)			0.00%
7083.88	Travel costs	(3,704)	(1,498)	(4,000)	(2,500)	(1,875)	(753)	(3,435)	137.38%
7083.89	Recruiting	(25,209)	(4,475)	(40,000)	(10,000)	(7,500)	(1,000)	(44,413)	444.13%
8895.00	RoboDoc		0	(60,000)	0	0			
	Non labor expenses	(1,502,306)	(2,011,843)	(2,695,428)	(2,429,692)	(1,822,269)	(700,319)	(1,925,897)	79.27%
	Total Expenses	(2,249,012)	(3,201,247)	(3,880,119)	(4,319,635)	(3,239,726)	(834,478)	(3,104,723)	71.87%
	<b>Net Expenses over Revenues</b>	<b>(2,032,464)</b>	<b>(1,795,444)</b>	<b>(261,418)</b>	<b>(1,128,628)</b>	<b>(846,471)</b>	<b>(677,782)</b>	<b>(1,783,540)</b>	<b>158.03%</b>

Mark Twain Health Care District									
Rental Financial Projections					Rental				
									3/31/2022
		2019/2020	2020/2021	2020/2021	2021/2022	Month	Actual	Actual	Actual
		Actual	Actual	Budget	Budget	to-Date	Month	Y-T-D	vs Bud/Het
9260.01	Rent Hospital Asset amortized	1,095,293	1,090,174	1,092,672	1,092,672	819,504	90,244	813,567	74.46%
				0	0				
	<b>Rent Revenues</b>	<b>1,095,293</b>	<b>1,090,174</b>	<b>1,092,672</b>	<b>1,092,672</b>	<b>819,504</b>	<b>90,244</b>	<b>813,567</b>	<b>74.46%</b>
9520.62	Repairs and Maintenance Grounds	(6,079)		0	0				
9520.80	Utilities - Electrical, Gas, Water, other	(651,164)	(658,014)	(758,483)	(758,483)	(568,862)	(59,710)	(521,432)	68.75%
9520.85	Telephone & Communications		(45,185)				(1,176)	(32,324)	
9520.72	Depreciation	(673,891)	(770,925)	(148,679)	(148,679)	(111,509)		(74,579)	50.16%
9520.82	Insurance								
	<b>Total Costs</b>	<b>(1,331,134)</b>	<b>(1,474,124)</b>	<b>(907,162)</b>	<b>(907,162)</b>	<b>(680,372)</b>	<b>(60,885)</b>	<b>(628,335)</b>	<b>69.26%</b>
	<b>Net</b>	<b>(235,841)</b>	<b>(383,950)</b>	<b>185,510</b>	<b>185,510</b>	<b>139,133</b>	<b>29,358</b>	<b>185,232</b>	<b>143.72%</b>
9260.02	MOB Rents Revenue	220,296	208,946	251,016	251,593	188,695	18,394	160,092	63.63%
9521.75	MOB rent expenses	(240,514)	(263,451)	(261,016)	(247,095)	(185,321)	(21,193)	(187,019)	75.69%
	<b>Net</b>	<b>(20,218)</b>	<b>(54,504)</b>	<b>(10,000)</b>	<b>4,498</b>	<b>3,374</b>	<b>(2,799)</b>	<b>(26,927)</b>	<b>-598.64%</b>
9260.03	Child Advocacy Rent revenue	9,000	9,000	9,000	9,000	6,750	750	6,750	75.00%
9522.75	Child Advocacy Expenses	(297)	(5,436)	(11,000)	(11,000)	(8,250)			0.00%
	<b>Net</b>	<b>8,703</b>	<b>3,564</b>	<b>(2,000)</b>	<b>(2,000)</b>	<b>(1,500)</b>	<b>750</b>	<b>6,750</b>	<b>-337.50%</b>
9260.04	Sunrise Pharmacy Revenue		14,400		21,600		1,836	16,308	
7084.41	Sunrise Pharmacy Expenses	(2,174)	(3,785)	(2,250)		0			
		1,324,589	1,322,520	1,352,688	1,374,865	1,031,149	111,224	996,717	72.50%
		(1,574,119)	(1,746,796)	(1,181,428)	(1,165,257)	(873,943)	(82,078)	(815,354)	69.97%
	<b>Summary Net</b>	<b>(249,530)</b>	<b>(424,276)</b>	<b>171,260</b>	<b>209,608</b>	<b>157,206</b>	<b>29,145</b>	<b>181,363</b>	<b>86.52%</b>

Mark Twain Health Care District										
Projects, Grants and Support										
		3/31/2022								
			2019/2020	2020/2021	2020/2021	2021/2022	Month	Actual	Actual	Actual
			Actual	Actual	Budget	Budget	to-Date	Month	Y-T-D	vs Budget
	Project grants and support			(20,325)	(31,000)	(667,000)	(500,250)	(1,071)	(359,516)	53.90%
8890.00	Community (COVID) Masks			(3,754)						
8890.00	Friends of the Calaveras County Fair							(1,000)	(1,000)	
8890.00	Foundation		(465,163)			(628,000)			(328,000)	
8890.00	Veterans Support			0	(5,000)	0	0		0	
8890.00	Mens Health			0	(5,000)	0	0		0	
8890.00	Steps to Kick Cancer - October			0	(5,000)	0	0		0	
8890.00	Ken McInturf Laptops			(2,571)					(2,436)	
8890.00	Doris Barger Golf			0	(2,000)	0	0		0	
8890.00	Stay Vertical			(14,000)	(14,000)	(14,000)	(10,500)	(71)	(80)	0.57%
8890.00	Golden Health Grant Awards									
8890.00	Calaveras Senior Center Meals								(3,000)	
8890.00	High school ROP (CTE) program					(25,000)			(25,000)	
	<b>Project grants and support</b>		<b>(465,163)</b>	<b>(20,325)</b>	<b>(31,000)</b>	<b>(667,000)</b>	<b>(10,500)</b>	<b>(1,071)</b>	<b>(359,516)</b>	<b>53.90%</b>

Mark Twain Health Care District								
General Administration Financial Projections				Admin				3/31/2022
		2019/2020	2020/2021	2021/2022	Month	Actual	Actual	Actual
		Actual	Actual	Budget	to-Date	Month	Y-T-D	vs Budget
9060.00	Income, Gains and losses from investments	390,802	39,321	100,000	75,000	245	7,985	7.99%
9160.00	Property Tax Revenues	1,126,504	1,233,836	1,200,000	900,000	100,000	900,000	75.00%
9010.00	Gain on Sale of Asset							
9400.00	Miscellaneous Income		19,978.41				6,316	
5801.00	Rebates, Sponsorships, Refunds on Expenses		236,723.76			890	150,548	
9205.03	Miscellaneous Income (1% Minority Interest)	(43,680)	(23,789)		0	(13,970)	(30,011)	
	<b>Summary Revenues</b>	<b>1,473,626</b>	<b>1,506,070</b>	<b>1,300,000</b>	<b>975,000</b>	<b>87,165</b>	<b>1,034,838</b>	<b>79.60%</b>
8610.09	Other salaries and wages	(133,415)	(273,071)	(137,592)	(103,194)	(18,630)	(182,383)	132.55%
8610.10	Payroll taxes	(14,875)	(10,079)	(10,526)	(7,894)	(878)	(8,335)	79.19%
8610.12	Vacation, Holiday and Sick Leave			(8,256)	(6,192)			0.00%
8610.13	Group Health & Welfare Insurance	(12,383)		(11,827)	(8,871)			0.00%
8610.14	Group Life Insurance			0	0			
8610.15	Pension and Retirement	(1,905)	(3,736)	(703)	(528)	(193)	(1,896)	269.57%
8610.16	Workers Compensation insurance	(1,226)	924	(1,376)	(1,032)		(924)	67.16%
8610.18	Other payroll related benefits		(800)	(34)	(26)			0.00%
	Benefits and taxes	(30,390)	(13,691)	(32,723)	(24,542)	(1,071)	(11,155)	34.09%
	<b>Labor Costs</b>	<b>(163,804)</b>	<b>(286,762)</b>	<b>(170,315)</b>	<b>(127,736)</b>	<b>(19,701)</b>	<b>(193,538)</b>	<b>113.64%</b>
8610.22	Consulting and Management Fees	(14,109)	(4,548)	(3,000)	(2,250)	(250)	(6,249)	208.30%
8610.23	Legal	(15,069)	(4,528)	(10,000)	(7,500)	(347)	1,215	-12.15%
8610.24	Accounting /Audit Fees	(59,232)	(62,977)	(40,000)	(30,000)	(2,317)	(31,483)	78.71%
8610.05	Marketing		(2,031)			(1,157)	(6,025)	
8610.43	Food	(868)		(1,500)	(1,125)			0.00%
8610.46	Office and Administrative Supplies	(19,595)	(8,306)	(15,000)	(11,250)	(798)	(5,877)	39.18%
8610.62	Repairs and Maintenance Grounds	0	0	(5,000)	(3,750)		(1,250)	25.00%
8610.69	Other- IT Services	(12,877)	(11,066)	0	0	(831)	(6,913)	
8610.74	Depreciation - Equipment			0	0			
8610.75	Rental/lease equipment			0	0			
8610.80	Utilities	(420)		0	0			
8610.82	Insurance	(17,747)	4,257	(41,900)	(31,425)		(54,354)	129.72%
8610.83	Licenses and Taxes	0		0				
8610.85	Telephone and communications	0		(2,500)				
8610.86	Dues, Subscriptions & Fees	(12,529)	(9,648)	(15,000)	(11,250)	(972)	(21,050)	140.34%
8610.87	Outside Trainings	380	(585)	(15,000)	(11,250)		(581)	3.87%
8610.88	Travel	(4,447)		(7,500)	(5,625)			0.00%
8610.89	Recruiting	(2,368)	(2,812)	(2,000)	(1,500)		(209)	10.45%
8610.90	Other Direct Expenses	(62,312)	(90,083)	(20,000)	(15,000)	(500)	(5,660)	28.30%
8610.95	Other Misc. Expenses	(4,844)						
	Non-Labor costs	(226,037)	(192,327)	(178,400)	(131,925)	(7,171)	(138,436)	77.60%
	Total Costs	(389,841)	(479,090)	(348,715)	(259,661)	(26,872)	(331,974)	95.20%
	<b>Net</b>	<b>1,083,785</b>	<b>1,026,980</b>	<b>951,285</b>	<b>715,339</b>	<b>60,293</b>	<b>702,865</b>	<b>73.89%</b>

**Mark Twain Health Care District**  
**Balance Sheet**  
As of March 31, 2022

	<b>Total</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank Accounts</b>	
1001.10 Umpqua Bank - Checking	38,808
1001.20 Umpqua Bank - Money Market	6,445
1001.30 Bank of Stockton	202,705
1001.40 Five Star Bank - MTHCD Checking	436,823
1001.50 Five Star Bank - Money Market	820,108
1001.60 Five Star Bank - VSHWC Checking	109,086
1001.65 Five Star Bank - VSHWC Payroll	34,018
1001.90 US Bank - VSHWC	16,859
1820 VSHWC - Petty Cash	400
<b>Total Bank Accounts</b>	<b>1,665,252</b>
<b>Accounts Receivable</b>	
1200 Accounts Receivable	4,377
<b>Total Accounts Receivable</b>	<b>4,377</b>
<b>Other Current Assets</b>	
1003.30 CalTRUST	9,061,774
115.05 Due from Calaveras County	522,950
1202.00 Prior Year Grant Revenue	0
1205.50 Allowance for Uncollectable Clinic Receivables	-153,504
130.30 Prepaid VSHWC	415
<b>Total Other Current Assets</b>	<b>9,431,635</b>
<b>Total Current Assets</b>	<b>11,101,265</b>
<b>Fixed Assets</b>	
1200.00 District Owned Land	286,144
1200.10 District Land Improvements	150,308
1200.20 District - Building	2,123,678
1200.30 District - Building Improvements	2,276,956
1200.40 District - Equipment	706,628
1200.50 District - Building Service Equipment	168,095
1220.00 VSHWC - Land	903,112
1220.05 VSHWC - Land Improvements	1,691,262
1220.10 VSHWC - Buildings	5,875,622
1220.20 VSHWC - Equipment	924,269
1221.00 Pharmacy Construction	48,536
160.00 Accumulated Depreciation	-7,238,794
<b>Total Fixed Assets</b>	<b>7,915,816</b>
<b>Other Assets</b>	
1710.10 Minority Interest in MTMC - NEW	409,727
180.60 Capitalized Lease Negotiations	323,797

180.65 Capitalized Costs Amortization	8,939
<b>Total Intangible Assets</b>	<b>332,736</b>
2219 Capital Lease	6,163,790
<b>Total Other Assets</b>	<b>6,906,254</b>
<b>TOTAL ASSETS</b>	<b>25,923,334</b>
<b>LIABILITIES AND EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2000 Accounts Payable	102,293
<b>Total 200.00 Accts Payable &amp; Accrued Expenes</b>	<b>102,293</b>
2001 Other Accounts Payable	15,795
<b>Total 200.00 Accts Payable &amp; Accrued Expenes</b>	<b>15,795</b>
2010.00 USDA Loan Accrued Interest Payable	91,034
2021 Accrued Payroll - Clinic	47,981
2022.00 Accrued Leave Liability	34,464
210.00 Deide Security Deposit	2,275
211.00 Valley Springs Security Deposit	1,000
2110.00 Payroll Liabilities - New Account for 2019	49,469
227 Deferred Revenue	464,058
<b>Total Other Current Liabilities</b>	<b>690,282</b>
<b>Total Current Liabilities</b>	<b>808,369</b>
<b>Long-Term Liabilities</b>	
2128.01 Deferred Capital Lease	921,682
2128.02 Deferred Utilities Reimbursement	1,676,838
2129 Other Third Party Reimbursement - Calaveras County	300,000
2210 USDA Loan - VS Clinic	6,691,454
<b>Total Long-Term Liabilities</b>	<b>9,589,974</b>
<b>Total Liabilities</b>	<b>10,398,344</b>
<b>Equity</b>	
290.00 Fund Balance	648,149
291.00 PY - Historical Minority Interest MTMC	19,720,638
3000 Opening Bal Equity	-3,584,968
Net Income	-1,258,828
<b>Total Equity</b>	<b>15,524,991</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>25,923,335</b>

Wednesday, May 13, 2020 05:33:00 PM GMT-7 - Accrual Basis



**Investment & Reserves Report  
31-Mar-22**

Annual

<b>Reserve Funds</b>	<b>Minimum Target</b>	<b>6/30/2021 Balance</b>	<b>2021/2022 Allocated</b>	<b>2021/2022 Interest</b>	<b>3/31/2022 Balance</b>	<b>Funding Goal</b>
Valley Springs HWC - Operational Reserve Fund	2,200,000	2,206,398	0	913	2,207,312	
Capital Improvement Fund	12,000,000	2,935,435	500,000	1,081	2,436,516	
Technology Reserve Fund	1,000,000	1,002,908	0	415	1,003,323	
Lease & Contract Reserve Fund	2,400,000	2,406,980	0	997	2,407,976	
Loan Reserve Fund	2,000,000	2,005,816	0	830	2,006,647	
<b>Reserves &amp; Contingencies</b>	<b>19,600,000</b>	<b>10,557,538</b>	<b>500,000</b>	<b>4,236</b>	<b>10,061,774</b>	<b>0</b>

<b>CalTRUST</b>	<b>2021 - 2022</b>	
	<b>3/31/2022</b>	<b>Interest Earned</b>
Valley Springs HWC - Operational Reserve Fund	2,207,312	913
Capital Improvement Fund	2,436,516	1,081
Technology Reserve Fund	1,003,323	415
Lease & Contract Reserve Fund	2,407,976	997
Loan Reserve Fund	2,006,647	830
<b>Total CalTRUST</b>	<b>10,061,774</b>	<b>4,236</b>

<b>Five Star</b>		
General Operating Fund	527,218	240.59
Money Market Account	820,108	538.77
Valley Springs - Checking	109,086	57.96
Valley Springs - Payroll	34,118	61.27
<b>Total Five Star</b>	<b>1,490,529</b>	<b>898.59</b>

<b>Umpqua Bank</b>		
Checking	38,808	0.00
Money Market Account	6,445	0.48
Investments	1,514	
<b>Total Savings &amp; CD's</b>	<b>46,767</b>	<b>0.48</b>

<b>Bank of Stockton</b>	<b>202,705</b>	<b>17.40</b>
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<b>Total in interest earning accounts</b>	<b>11,801,776</b>	<b>5,153</b>
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<b>Beta Dividends 1&amp;2</b>	<b>2,709</b>
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<b>One Time Pay</b>	<b>24</b>
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<b>Anthem Incentive</b>	<b>100</b>
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<b>Total Without Unrealized Loss</b>	<b>7,985</b>
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Mark Twain Health Care District's (District) Investment Policy No. 22 describes the District's commitment to managing risk by selecting investment products based on safety, liquidity and yield. Per California Government Code Section 53600 et. seq., specifically section 53646 and section 53607, this investment report details all investment-related activity in the current period. District investable funds are currently invested in Umpqua Bank, Five Star Bank, and the CalTRUST investment pool, all of which meet those standards; the individual investment transactions of the CalTRUST Pool are not reportable under the government code. That being said, the District's Investment Policy remains a prudent investment course, and is in compliance with the "Prudent Investor's Policy" designed to protect public funds.

Income Statement  
AS of xx/xx/xxxx

1 page per  
each group

Account #	Account Name	Monthly Budget	Monthly Actual	Delta	Delta %	YTD Budget	YTD Actual	Delta	Delta %	Annual Budget	Annualized Actual
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6/29/10

## Director Compensation and Travel Reimbursement

### PURPOSE:

**A. Director Compensation:** Mark Twain Health Care District (MTHCD) recognizes that District Board Directors (members) are frequently asked to provide more work and service than many public agency boards. Tasks include regular and special board meetings, standing and *ad hoc* committee meetings, and one-on-one meetings with contractors, vendors, and consultants. Many of these meetings require considerable preparation from the Board Directors. Many special districts offer director compensation for these duties. The MTHCD recognizes the value of these additional duties and wishes to provide compensation to the Directors.

The Board of Directors shall serve without compensation except that the Board of Directors hereby authorize payment not to exceed one-hundred dollars (\$100) per meeting for attendance by a Board Director of either a Board meeting or Board Committee meeting (*ad hoc* or regular), or other meeting authorized by the Board or President of the board, and not to exceed one meeting so compensated per month, as compensation to each member of the Board of Directors, in accordance with Section 32103 of the California Health and Safety Code, as amended.

The Executive Director of the District will be responsible for monitoring Board Director attendance and will issue compensation at the end of each month. No application for payment will be required.

Board Directors may decline such compensation on an individual basis without explanation.

**B. Travel Reimbursement:** Mark Twain Health Care District recognizes that District Board members and its employees may be required to travel or incur expenses while conducting District business and to further the mission of the Health Care District. The purpose of this policy is to ensure that (a) adequate cost controls are in place, (b) travel and other expenditures are appropriate, and (c) to provide a uniform and consistent plan for the timely reimbursement of authorized expenses incurred by Board members and employees. It is the policy of the District to reimburse only reasonable and necessary expenses actually incurred.

### POLICY:

The District will reimburse Board members, committee members and District employees for all appropriate and authorized District business-related expenses. Reimbursement policies for employees can be found in the MTHCD personnel manual which is not intended to conflict with this policy.

## **ALLOWABLE EXPENSES:**

The District shall reimburse Directors, committee members and employees for actual necessary traveling and incidental expenses incurred in the performance of official District business, subject to the requirements of these Policies and Procedures and the law. Directors, committee members and employees shall make all reasonable efforts to minimize the costs of tuition, meals, lodging and travel related to attending a professional event by making reservations sufficiently in advance, when possible, to obtain discounted tuition, airfares and hotel rates.

The following types of occurrences qualify for reimbursement if attended in the performance of official duties as Directors or employees of the Board, and if prior approval is obtained as set forth in this Policy:

1. Training workshops, seminars and conferences
2. Educational workshops, seminars and conferences
3. Meetings of or sponsored by ACHD (Association of California Health Care Districts), CSDA (California Special Districts Association) and other State or national organizations relevant to the purposes of the District
4. Meetings of local governmental entities and bodies and committees thereof
5. Meetings of local nonprofit organizations
6. Meetings of community or civic groups or organizations
7. Health Care District Board meetings
8. Meetings of advisory groups and committees organized or conducted by District staff
9. Meetings with District consultants, advisors and other professionals
10. Any other activity or expense approved by the Board in advance.

### **Allowable expenses include:**

1. Registration fees
2. Hotel room charges for the necessary number of days
3. Generally, hotel and motel accommodations are made at the conference site for the lowest rate offered to conference attendees. If accommodations are not available at the conference site, every attempt should be made to seek accommodations at a conveniently located alternative site which is comparable in cost to the conference site and as reasonable as possible. Reimbursement will be at the single occupancy regular rate, plus room taxes and related fees, excluding any costs for "extra" services such as, in-room amenities and mini-bar.
4. Reasonable transportation expenses, e.g., the least expensive alternative. In all cases the most reasonable and cost-effective mode of travel should be chosen.
5. Mileage will be paid at the current Internal Revenue Service rate.
6. Domestic air travel will be reimbursed at coach rates, not to exceed the actual amount paid
7. Actual and reasonable expenses for meals will be reimbursed for District business or while in travel status. Tips, to a maximum of 20% are allowed. No claims for alcoholic beverages will be allowed.
8. Other expenses including parking, bridge tolls, fax etc.:

## **EXPENSE LIMITATIONS AND RESTRICTIONS:**

MTHCD POLICY NO. 15 – Travel Expense Statement – Reimbursement Board Approved 2018-02-28 (To PC 9-21, 2021) To Board 4-27-2022 for 30-day Review

1. No reimbursement will be allowed for alcoholic beverages.
2. No reimbursement will be allowed for family or others accompanying the Board member or employee, including room rates beyond single occupancy.
3. No reimbursement will be allowed for hotel extra services such as, in-room amenities or mini-bar.
4. Travel by an indirect route for the convenience of the Board member or employee, (including when traveling by automobile instead of by available aircraft) that incurs additional transportation, food and/or lodging expenses, will not be reimbursed beyond the normal rates for a single Board member traveling at the most economical rate. Any extra costs shall be borne by the traveler.
5. Reimbursement will be allowed for days going to and from an event but will not include days added on for the benefit of a vacation.
6. A Director, committee member or employee shall not attend a conference or training event for which there is an expense to the District, if the event occurs after the Director or employee has announced his/her pending resignation, or after an election in which it was determined that the Director will not retain his/her seat on the Board.

## BUDGET

The Finance Committee will review and anticipate future event, meal and travel expenses annually and recommend a budgeted amount for approval by the Health Care District Board.

## PRIOR AUTHORIZATION

All conference expenses that are paid for by the District will be submitted to the Board **Chief Executive Officer** for prior authorization if a single expenditure is expected to be greater than ~~\$200~~ **\$2,500**. ~~The Executive Director~~ **Chief Executive Officer** or Board President may approve authorizations of \$200 or lower without prior Board approval unless it is for their own expense, in which case it should be the Treasurer, or when the prior authorization is later determined by the ~~Executive Director~~ **Chief Executive Officer** or Board President to be time sensitive.

## REIMBURSEMENT

Directors, committee members and employees are to exercise good judgement in incurring District business expenses. Reimbursements will be made for authorized business expenses that are reasonable, necessary and appropriately documented.

1. Documentation:
  - a. All expenses must be supported by receipts, with the exception of mileage which must show miles driven to/from District authorized business activities by date.
  - b. A District Travel Expense Statement must be completed and accompanied by receipts when requesting reimbursement (see attached).
  - c. All requests for reimbursement will be reviewed by the ~~Executive Director~~, **Chief Executive Officer** ~~Board President~~ or Board Treasurer for approval prior to payment.

2. Timely Filing:

MTHCD POLICY NO. 15 – Director Compensation and Travel – Reimbursement Policy  
Board Approved Nov. 28, 2018 (to PC 9-21-2021) To Board 4-27-2022 for 30-day Review

- a. All requests for reimbursement should be completed within four weeks after the expense was incurred.
  - b. Reimbursement requests should be submitted monthly by month's end, and no later than quarterly.
  - c. Expense requests not submitted by fiscal year end will not be reimbursed unless the travel occurs in the last month of the fiscal year in which case requests must be received within 30 days.
  - d. Authorized reimbursement will be completed within thirty days.
3. Record Keeping:  
MTHCD administrative staff will maintain reimbursement records for a minimum of 7 years after payment or as required by law § 60201(d).
4. Exceptions:  
In the event that an individual eligible for reimbursement under this policy, cannot afford to fund necessary expenses, as described in this policy, the ~~Board President or Executive-Director~~ **Chief Executive Officer** may make an exception to policy and provide the necessary projected reimbursement in advance.

#### **California Law:**

**Code 53232.2** (f.) All expenses that do not fall within the adopted travel reimbursement policy or the internal Revenue Service reimbursable rates as provided in subdivision **c.** © shall be approved by the governing body, in a public meeting before the expense is incurred, except as provided in subdivision (d). (g) If a member of a legislative body chooses to incur additional costs that are above the rates established pursuant to this section and those costs have not been approved pursuant to subdivision (f), then the member of a legislative body may do so at his or her own expense.

**Code 53232.3** (d) Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.  
(e) All documents related to reimbursable agency expenditures are public records subject to disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of title 1).



# MARK TWAIN HEALTH CARE DISTRICT

P. O. Box 95  
San Andreas, CA 95249  
(209) 754-4468 Telephone  
(209) 754-2537 Fax

### Mark Twain Health Care District Mission Statement

“Through community collaboration, we serve as the stewards of a community health system that ensures our residents have the dignity of access to care that provides high quality, professional and compassionate health care”.

## Travel Expense Statement Request for Reimbursement

Name: \_\_\_\_\_

Mail to: \_\_\_\_\_

Position: \_\_\_\_\_

Purpose of Travel: \_\_\_\_\_

Destination (City & State): \_\_\_\_\_

Function: \_\_\_\_\_

Dates: \_\_\_\_\_

Date	Description	Hotel	Air	Miles	Meals	Phone	Entertain	Other	Total

Date: _____	Submitted by: _____	Sub Total	
Date: _____	Reviewed by: _____		
Date: _____	Approved & Paid: <input type="checkbox"/> Referred to the MTHCD Board	Total	

Notes: Mileage is Reimbursed at Current IRS Rate:

**Membership In Associations:**

**16.1 MEMBERSHIP IN ASSOCIATIONS.** The Board may authorize the payment of fees and dues to obtain membership in any local, state or national group or association organized and operated for the promotion of the public health and welfare or special district and public agency advocacy organizations.



**Finance Committee Community Member:**

**PURPOSE:**

The Board of Directors shall define the role and qualifications of a volunteer community member (delegate) to be appointed to participate as a voting member of the Finance Committee for the Mark Twain Health Care District.

**POLICY:**

**Role:** As a voting member of the Finance Committee the community member shall collaborate and assist the MTHCD Finance Committee and staff with financial evaluations and decisions. The community member will require approval by the Board of Directors.

**Qualifications:** The Finance Committee community member must be a Calaveras County resident ~~or willing to relocate to Calaveras County before assuming appointment.~~ He/she must have a minimum of a BA degree, Masters preferred, in business, finance or an accounting related field; no current or potential conflicts of interest; be available to attend regular monthly meetings, relevant closed session meetings and special Finance Committee meetings; be able to work cohesively with a team; be computer literate and have extensive experience with accounting programs such as excel spreadsheets, QuickBooks, etc.; have smartphone capability and good written and verbal communication skills. The applicant will be required to sign a ~~non-disclosure~~ **Conflict of Interest** agreement regarding all discussions held in closed sessions.

**Recruitment:** The District shall advertise for this position through social media, newspaper ads, MTHCD website and through hiring internet and media connections. Resumes and references will be required and checked by District staff. The top candidates will be interviewed in-person by the Finance Committee. The Finance Committee will then nominate an applicant and submit the nomination to the full District Board for approval and appointment.

**Benefits:** This is not a paid position. No benefits will be offered. Reimbursement for District work related expenses will follow the Board reimbursement policy.

**Term Limit:** The community member will serve at the discretion of the Finance Committee after appointment by a majority vote of the Board of Directors. This position will have a 3-year term with option for re-appointed to a second term.

**Evaluation:** The community member will be evaluated annually by the MTHCD Finance Committee Chair and ~~Executive Director.~~ **Chief Executive Officer.**

**Removal of Appointee:** The appointed community member will serve at the pleasure of the District Board and may be removed at any time with or without cause by majority vote of the District Board.

**Investments:**

**22.1 Policy**

It is the policy of the Mark Twain Health Care District (“District”) to provide guidelines for the prudent investment of District funds and to maximize the efficiency of the District’s cash management. The ultimate goal is to enhance the economic status of the District consistent with the prudent protection of the District’s investments. This investment policy has been prepared in conformance with all pertinent existing laws of the State of California including California Government Code Sections 53600, *et seq.*

**22.2 Scope**

This policy covers all funds and investment activities of the District except for (1) the proceeds of bond issues, which are invested in accordance with provisions of their specific bond indentures, and (2) funds invested in retirement or deferred compensation plans. All funds covered by this policy are defined and accounted for in the District’s audited annual Basic Financial Statements Report. Further, any new funds created shall be covered by this policy unless specifically excluded by District management and the Board of Directors.

**22.3 Prudent Investor Standard**

The District operates its investment portfolio under the Prudent Investor Standard (California Government Code Section 53600.3) which states, that “when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the District, that a prudent person in a like capacity and familiar with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principle and maintain the liquidity needs of the District. “This standard shall be applied in the context of managing the overall portfolio. Investment officers, acting in accordance with written procedures and this investment policy and exercising the above standard of diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action istaken to control adverse developments.

## **22.4 Investment Objectives**

- A. When investing, reinvesting, purchasing, acquiring, exchanging, selling or managing the District's funds,
1. The primary objective is to safeguard the principle of the funds.
  2. The secondary objective is to meet the liquidity needs of the District.
  3. The third objective is to achieve a reasonable market rate of return on invested funds.

It is the policy of the District to invest public funds in a manner to obtain the highest yield obtainable with the maximum security while meeting the daily cash flow demands of the District as long as investments meet the criteria established by this policy for safety and liquidity and conform to all laws governing the investment of District funds.

### **B. Safety of Principle**

Safety of principle is the foremost objective of the District. Each investment transaction shall seek to first ensure that capital losses are avoided, whether they arise from securities defaults, institution default, broker-dealer default, or erosion of market value of securities. The District shall mitigate the risk to the principle of invested funds by limiting credit and interest rate risks. Credit Risk is the risk of loss due to the failure of a security's issuer or backer. Interest Rate Risk is the risk that the market value of the District's portfolio will fall due to an increase in general interest rates.

1. Credit risk will be mitigated by:
  - a. Limiting investments to only the most creditworthy types of securities;
  - b. Diversifying the investment portfolio so that the potential failure of any one issue or issuer will not place undue burden on the District.
2. Interest rate risk will be mitigated by:
  - a. Structuring the District's portfolio so that securities mature to meet the District's cash requirements for ongoing obligations, thereby reducing the possible need to sell securities on the open market at a loss prior to their maturity to meet those requirements; and
  - b. Investing a portion of the portfolio in shorter-term securities.

### **C. Liquidity**

Availability of sufficient cash to pay for current expenditures shall be maintained in money market funds, local government investment pools that offer daily liquidity, repurchase agreements, or short-term securities that can easily be converted into

cash because they have secondary markets. The accounting management system of the District shall be designed to accurately monitor and forecast expenditures and revenues to ensure the investment of monies to the fullest extent possible.

#### **D. Rates of Return**

Yield on investments shall be considered only after the basic requirements of safety and liquidity have been met. The investment portfolio shall be designed to attain a market average rate of return throughout economic cycles, taking into account the District's risk constraints, the composition and cash flow characteristics of the portfolio, and applicable laws.

### **22.5 Delegation of Authority**

#### **A. Responsibilities of the Accounting Department**

The Accounting Department is charged with the responsibility for maintaining custody of all public funds and securities belonging to or under the control of the District, and for the deposit and investment of those funds in accordance with principles of sound treasury management and with applicable laws and ordinances.

#### **B. Responsibilities of the Chief Financial Officer, or contracted financial services vendor**

The Chief Financial Officer, or contract financial services vendor, shall perform the monthly review and reconciliation of accounting investments as well as be responsible for the conduct of all Accounting Department functions.

#### **C. Responsibilities of the Executive Director**

The Chief Executive Officer is responsible for directing and supervising the assigned designee and is responsible further to keep the Board of Directors fully advised as to the financial condition of the District.

#### **D. Responsibilities of the Board of Directors**

The Board of Directors shall annually review the written Investment Policy. As provided in the Policy, the Directors shall receive, review, and accept quarterly investment reports which may be included in the Consent Calendar of the regularly scheduled meeting of the Board of Directors in the month following the meeting of the Finance/Investment Committee.

## **E. Responsibilities of the Finance/Investment Committee**

There shall be a Finance Committee consisting of two (2) members of the Board of Directors and no more than two (2) citizens having experience in accounting, banking, or financial investments. No members of the Finance/Investment Committee shall profit in any way from activities of the Committee. The Chief Executive Officer and assigned designee(s) shall serve as staff liaison to the Committee. The Committee shall meet no less than quarterly to discuss the quarterly investment reports, investment strategy, investment and banking procedures, as well as the anticipated cash flow projection and any other significant investment-related activities being undertaken. The Committee's meetings will be summarized in minutes, which are distributed to the Board of Directors with the quarterly investment report.

### **22.6 Ethics and Conflicts of Interest**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. Employees and investment officers shall disclose any material financial interest in financial institutions that conduct business with this District, and they shall further disclose any large personal financial / investment positions that could be related to the performance of the District's portfolio.

### **22.7 Authorized Financial Dealers and Institutions**

- A. The Chief Executive Officer will establish and maintain a list of the financial institutions and broker / dealers authorized to provide investment and depository services to the District.

#### **1. Depositories**

In selecting depositories, the creditworthiness of institutions shall be considered, and the Chief Executive Officer shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history as part of the application process.

### **22.8 Diversification and Risk**

The District recognizes that investment risks can result from issuer defaults, market price changes, or various technical complications leading to temporary illiquidity. To minimize the District's exposure to these types of risk, the portfolio should be diversified among several types of institutions, instruments, and maturities. The Chief Executive Officer with the Finance Committee shall minimize default risk by prudently selecting

only instruments and institutions, which at the time of placement have been evaluated for their financial viability and compliance with this policy. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

### **22.9 Performance Standards**

The investment portfolio will be managed in accordance with the standards established within this Investment Policy and should obtain a market rate of return throughout budgetary and economic cycles, taking into account the District's investment risk constraints, cash flow needs, and maturities of the investments.

### **22.10 Reporting**

The District has adopted California Government Code 53607 and 53646 et seq to define the District's reporting responsibilities.



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**Resolution 2022 – 09**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE MARK TWAIN HEALTH CARE DISTRICT**

**Change in MTHCD Board Policies**

**WHEREAS:** The Mark Twain Health Care District's policy is to utilize the resolution process to change policy, and to present proposed policy changes to the public at least 30 days prior to Board action: and

**WHEREAS:** The District has an *ad hoc* policy committee that is reviewing District policies, and:

**WHEREAS:** The *ad hoc* policy committee has reviewed policies No. 22 and have recommended changes in those policies, and presented changes to the public at the February 23, 2022, Board of Directors Meeting;

**NOW, THEREFORE, the Board of Directors of the Mark Twain Health Care District does order and resolve as follows:**

**RESOLVED:** That policies Number 22 be amended as published in the Feb. 23, 2022, Board of Directors meeting information packet.

This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Mark Twain Health Care District held on the 27<sup>th</sup> Day of April, 2022, by the following vote:

**Ayes:**

**Noes:**

**Absent:**

**Abstain:**

**Attest:** \_\_\_\_\_  
**Debra Sellick, Secretary**

Mark Twain Health Care District Mission Statement

“Through community collaboration, we serve as the stewards of a community health system that ensures our residents have the dignity of access to care that provides high quality, professional and compassionate health care”.

This Institution is an Equal Opportunity Provider and Employer



**MARK TWAIN  
HEALTH CARE DISTRICT**

P. O. Box 95  
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April 14, 2022

Doug Archer  
President & CEO  
Dignity Health  
Mark Twain Medical Center  
768 Mountain Ranch Road  
San Andreas, CA 95249

Dear Doug:

The purpose of this letter is to notify Mark Twain Medical Center (MTMC) that the District is exercising its option to require that MTMC reimburse the District for excess costs for the Non-Electrical Utilities.

MTMC and the District entered into a lease on May 31, 2019. In that document, Article 3.5(c) allows Landlord (the District) to request reimbursement for MTMC's Non-Electrical utilities that exceed \$300,000 for each of the first five years of the lease. After the first five years, the District may set a different amount for the threshold and seek reimbursement for costs beyond that threshold.

Our accounting department has completed an internal audit of these costs and determined that the District exceeded the threshold last year, 2021, by \$53,298.42. From a hospital perspective those costs are minor relative to the \$721,238.98 the District has provided in 2021 for all utilities. The District is requesting that MTMC pay this overage by July 17, 2022.

Going forward, the District hopes to collaborate with MTMC to find ways to mitigate utility costs for the hospital and its clinics. Our meeting on April 5 was a positive first step in identifying opportunities where both entities can take steps to reduce costs. I am excited about pursuing the various cost-cutting strategies we discussed, including federal grants, water-efficient landscaping, and energy-saving building improvements. We will schedule a follow-up meeting to assess the feasibility and impact of those options.

The District and MTMC have had a productive and collaborative relationship thus far and we believe we'll be able to continue to work together to find ways to reduce MTMC's utilities in a way that benefits both of us.

Respectfully and at the direction of the District Board,



Randy Smart, CEO  
Mark Twain Health Care District

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