

2021 Nursing Home Emergency Preparedness Plan SurveyFor Year: 2021ALL Information in the Plan should match information in the ESF-8 Portal.**Facility Name (Print):**MARRERO HEALTHCARE CENTER**Name of Administrator (Print):**PHILIP SWEENEYAdministrator's Emergency Contact Information (should be reflected in MSTAT/ESF8):Phone #: 504.341.3658Cell Phone #: 504.858.6071Administrator E-Mail: MARRERO.ADM@NEXION-HEALTH.COMAlternative (not administrator) Emergency Contact Information (should be reflected in MSTAT/ESF8):Name: AMANDA DAVISPosition: ASSISTANT ADMINISTRATOR/ BUSINESS OFFICE MANAGERPhone #: 504.341.3658Cell Phone #: 504.615.6055E-Mail: MARRERO.BOM@NEXION-HEALTH.COM**Physical or Geographic address of Facility (Print):**5301 AUGUST AVEMARRERO, LOUISIANA70072Longitude: 90.6' 17.5'Latitude: 29.53' 02.00

2021 Nursing Home Emergency Preparedness Plan Survey

AUTHENTICATION

Facility Name (Print):

MARRERO HEALTHCARE CENTER

The Emergency Preparedness Plan for the above named facility provides the emergency operational plans and procedures that this facility will follow during emergency events. The current plan supersedes any previous emergency preparedness plans promulgated by this facility for this purpose. This plan was developed to provide for the health, safety, and wellbeing of all residents. I (current/acting administrator) have read and agree that the information used and included in the facility's emergency preparedness plan is current, valid, and reliable.

Date: 2/26/2021

Facility Administrator Name (PRINT): PHILIP SWEENEY, NFA

Facility Administrator Signature: _____

A large, stylized handwritten signature in black ink, appearing to read 'Philip Sweeney NFA', is written over a horizontal line. The signature is fluid and cursive, with the letters 'P', 'S', and 'N' being particularly prominent.

Comments:





JEFFERSON PARISH

Department of Emergency Management

Michael S. Yenni

Parish President

Joseph A. Valiente

Director

February 27, 2021

Marrero Health Care Center
5301 August Avenue
Marrero, LA 70072

Mr. Philip Sweeney:

The Jefferson Parish Department of Emergency Management has received your Emergency Plan on February 26, 2021 for the year 2021. We have reviewed your Emergency Plan and filed it as an official record.

Should you have any questions, please contact our office or you may email me at clward@jeffparish.net.

Thank you,

Claire Ward, NREMT-I
Emergency Management
EMS Compliance Officer/Coordinator II
910 3rd Street
Gretna, LA 70053
504 349 5360 office/504 227 1315 fax

910 3rd Street – Suite 2400
Gretna, Louisiana 70053
Office 504-349-5360
Email: JValiente@jeffparish.net
www.Jeffparish.net

2021 Nursing Home Emergency Preparedness Plan Survey

VERIFICATION of OHSEP SUBMITTAL for Year: 2021

Nursing Facility's Name: NEXION HEALTHCARE OF MARRERO D.B.A MARRERO HEALTHCARE

The **EMERGENCY PREPAREDNESS PLAN** or a **SUMMARY of UPDATES** to a previously submitted plan was submitted to the local parish **OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS**.

JEFERSON PARISH OFFICE OF EMERGENCY MANAGEMENT

(Name of the Local/Parish Office of Homeland Security and Emergency Preparedness)

Date submitted: _____

MARK the appropriate answer:

☐ YES ☐ NO -Did the local parish Office of Homeland Security and Emergency Preparedness give any recommendations?

☐ - I have included recommendations, or correspondence from OHSEP and facility's response with this review.

☒ - There was **NO response** from the local/parish Office of Homeland Security and Emergency Preparedness; **include verification of delivery such as a mail receipt, a signed delivery receipt, or other proof that it was sent or delivered to their office for the current year.** Be sure to include the date plan was sent or delivered.

2021 Nursing Home Emergency Preparedness Plan Survey

I. **PURPOSE** – Complete the survey using information from the facility's current emergency plan.

A. Are the facility's goals, in regards to emergency planning, documented in plan?

☒ YES

➤ NO, if goals are NOT in plan add the facility's goals and indicate completion by marking YES.

B. Does the facility's plan enable the achievement of those goals?

☒ YES

➤ NO, if plan does NOT provide for the achievement of goals, correct the plan and indicate completion by marking YES.

C. Determinations, **by the facility**, for sheltering in place or evacuation due to Hurricanes.

1. Utilizing all current, available, and relevant information answer the following:

a) MARK the **strongest** category of hurricane the facility can safely shelter in place for?

- i. ☒ Category 1- winds 74 to 95 mph
- ii. ☐ Category 2- winds 96 to 110 mph
- iii. ☐ Category 3- winds 111 to 130 mph
- iv. ☐ Category 4- winds 131 to 155 mph
- v. ☐ Category 5- winds 156 mph and greater

b) At what time, **in hours** before the hurricane's arrival, will the decision to shelter in place have to be made by facility?

- i. 72 Hours before the arrival of the hurricane.

c) What is the **latest time, in hours** before the hurricanes arrival, which preparations will need to start in order to safely shelter in place?

- i. 72 Hours before the arrival of the hurricane.

d) Who is responsible for making the decision to shelter in place?

TITLE/POSITION: VICE PRESIDENT OF OPERATIONS

NAME: MEERA RINER

2. Utilizing all current, available, and relevant information answer the following:

a) MARK the **weakest** category of hurricane the facility will have to evacuate for?

- i. ☒ Category 1- winds 74 to 95 mph
- ii. ☐ Category 2- winds 96 to 110 mph
- iii. ☐ Category 3- winds 111 to 130 mph
- iv. ☐ Category 4- winds 131 to 155 mph
- v. ☐ Category 5- winds 156 mph and greater

b) At what time, **in hours** before the hurricanes arrival, will the decision to evacuate have to be made by facility?

- i. 72 Hours before the arrival of the hurricane.

c) What is the **latest time, in hours** before the hurricane's arrival, which preparations will need to start in order to safely evacuate?

- i. 72 Hours before the arrival of the hurricane.

2021 Nursing Home Emergency Preparedness Plan Survey

d) Who is responsible for making the decision to evacuate?

TITLE/POSITION: VICE PRESIDENT OF OPERATIONS

NAME: MEERA RINER

II. SITUATION - Complete the survey using information from the facility's current emergency plan.

A. Facility Description:

1. What year was the facility built? NORTH & SOUTH WINGS 1996 EAST & WEST WING 1997

2. How many floors does facility have? 1

3. Is building constructed to withstand hurricanes or high winds?

☐ Yes, answer 3.a, b, c, d

☒ No/Unknown, answer 3.e

a) MARK the **highest category** of hurricane or wind speed that building can withstand?

i. ☐ Category 1- winds 74 to 95 mph

ii. ☐ Category 2- winds 96 to 110 mph

iii. ☐ Category 3- winds 111 to 130 mph

iv. ☐ Category 4- winds 131 to 155 mph

v. ☐ Category 5- winds 156 mph and greater

vi. ☒ Unable to determine : see A.3.e

b) MARK the **highest category** of hurricane or wind speed that facility roof can withstand?

i. ☐ Category 1- winds 74 to 95 mph

ii. ☐ Category 2- winds 96 to 110 mph

iii. ☐ Category 3- winds 111 to 130 mph

iv. ☐ Category 4- winds 131 to 155 mph

v. ☐ Category 5- winds 156 mph and greater

vi. ☒ Unable to determine : see A.3.e

c) MARK the source of information provided in a) and b) above? (**DO NOT give names or wind speeds of historical storms/hurricanes that facility withstood.**)

i. ☐ Based on professional/expert report,

ii. ☐ Based on building plans or records,

iii. ☐ Based on building codes from the year building was constructed

iv. ☐ Other non-subjective based source. Name and describe source.

d) MARK if the windows are resistant to or are protected from wind and windblown debris?

i. ☐ Yes

ii. ☐ No

e) If plan does not have information on the facility's wind speed ratings (wind loads) explain why. _____

4. What are the elevations (**in feet above sea level, use NAVD 88 if available**) of the following:

a) Building's lowest living space is 3.2' feet above sea level.

b) Air conditioner (HVAC) is 3.0 feet above sea level.

2021 Nursing Home Emergency Preparedness Plan Survey

- c) Generator(s) is 5.42 feet above sea level.
- d) Lowest electrical service box(s) is 3.2 feet above sea level.
- e) Fuel storage tank(s), if applicable, is 5.42 feet above sea level.
- f) Private water well, if applicable, is N/A feet above sea level.
- g) Private sewer system and motor, if applicable, is N/A feet above sea level.

5. Does plan contain a copy of the facility's Sea Lake Overland Surge from Hurricanes (SLOSH) model?

- ☒ Yes. Use SLOSH to answer A.5.a. and b.
- If No. Obtain SLOSH, incorporate into planning, and then indicate that this has been done by marking yes.

a) Is the building or any of its essential systems susceptible to flooding from storm surge as predicted by the SLOSH model?

- i. ☒ Yes- answer A.5.b
- ii. ☐ No, go to A. 6.

b) If yes, what is the **weakest** SLOSH predicted category of hurricane that will cause flooding?

- i. ☐ Category 1- winds 74 to 95 mph
- ii. ☒ Category 2- winds 96 to 110 mph
- iii. ☐ Category 3- winds 111 to 130 mph
- iv. ☐ Category 4- winds 131 to 155 mph
- v. ☐ Category 5- winds 156 mph and greater

6. Mark the FEMA Flood Zone the building is located in?

a) ☒ **B and X** – Area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods. B Zones are also used to designate base floodplains of lesser hazards, such as areas protected by levees from 100-year flood, or shallow flooding areas with average depths of less than one foot or drainage areas less than 1 square mile.

Moderate to Low Risk Area

b) ☐ **C and X** – Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level. Zone C may have ponding and local drainage problems that don't warrant a detailed study or designation as base floodplain. Zone X is the area determined to be outside the 500-year flood and protected by levee from 100-year flood. **Moderate to Low Risk Area**

c) ☐ **A** – Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas; no depths or base flood elevations are shown within these zones. **High Risk Area**

d) ☐ **AE** – The base floodplain where base flood elevations are provided. AE Zones are now used on new format FIRMs instead of A1-A30 Zones. **High Risk Area**

e) ☐ **A1-30** – These are known as numbered A Zones (e.g., A7 or A14). This is the base floodplain where the FIRM shows a BFE (old format). **High Risk Area**

f) ☐ **AH** – Areas with a 1% annual chance of shallow flooding, usually in the form of a pond, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of

2021 Nursing Home Emergency Preparedness Plan Survey

flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones. **High Risk Area**

- g) ☐ **AO** – River or stream flood hazard areas, and areas with a 1% or greater chance of shallow flooding each year, usually in the form of sheet flow, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Average flood depths derived from detailed analyses are shown within these zones. **High Risk Area**
- h) ☐ **AR** – Areas with a temporarily increased flood risk due to the building or restoration of a flood control system (such as a levee or a dam). Mandatory flood insurance purchase requirements will apply, but rates will not exceed the rates for unnumbered A zones if the structure is built or restored in compliance with Zone AR floodplain management regulations. **High Risk Area**
- i) ☐ **A99** – Areas with a 1% annual chance of flooding that will be protected by a Federal flood control system where construction has reached specified legal requirements. No depths or base flood elevations are shown within these zones. **High Risk Area**
- j) ☐ **V** – Coastal areas with a 1% or greater chance of flooding and an additional hazard associated with storm waves. These areas have a 26% chance of flooding over the life of a 30-year mortgage. No base flood elevations are shown within these zones. **High Risk – Coastal Areas**
- k) ☐ **VE, V1 – 30** – Coastal areas with a 1% or greater chance of flooding and an additional hazard associated with storm waves. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones. **High Risk – Coastal Areas**
- l) ☐ **D** – Areas with possible but undetermined flood hazards. No flood hazard analysis has been conducted. Flood insurance rates are commensurate with the uncertainty of the flood risk. **Undetermined Risk Area**

7. What is the area's Base Flood Elevation (BFE) if given in flood mapping?

- ❖ See the **A** zones. Note: **AE** zones are now used on new format FIRMs instead of A1-A30 Zones. The BFE is a computed elevation to which floodwater is anticipated to rise. Base Flood Elevations (BFEs) are shown on Flood Insurance Rate Maps (FIRMs) and flood profiles.
- ❖ The facility's Base Flood Elevation(BFE) is: FLOOD ZONE X

8. Does the facility flood during or after heavy rains?

- a) ☐ Yes
- b) ☒ No

9. Does the facility flood when the water levels rise in nearby lakes, ponds, rivers, streams, bayous, canals, drains, or similar?

- a) ☐ Yes
- b) ☒ No

10. Is facility protected from flooding by a levee or flood control or mitigation system (levee, canal, pump, etc)?

- a) ☒ Yes
- b) ☐ No

2021 Nursing Home Emergency Preparedness Plan Survey

11. Have the areas of the building that are to be used for safe zones/sheltering been identified?
 - a) ☒ Yes
 - b) No. Identify these areas then indicate that this has been completed by marking Yes.

12. Have the facility's internal and external environments been evaluated to identify potential chemical or biological hazards?
 - a) ☒ Yes
 - b) No. Evaluate and identify areas then indicate that this has been done by marking Yes.

13. Has the facility's external environment been evaluated to identify potential hazards that may fall or be blown onto or into the facility?
 - a) ☒ Yes
 - b) No. Evaluate and identify areas then indicate that this has been done by answering Yes.

14. Emergency Generator - **generator information should match MSTAT!**
 - a) Is the generator(s) intended to be used to shelter in place during hurricanes (extended duration)?
 - i. ☒ Yes. The generator(s) will be used for Sheltering in place for Hurricanes.
 - ii. ☐ No. The generator(s) will **NOT** be used for Sheltering In Place for Hurricanes.

 - b) What is the **wattage(s)** of the generator(s)? Give answer in **kilowatts (kW)**.
 1st; 350 KW 2nd generator; _____ 3rd generator; _____

 - c) Mark which primary **fuel** each generator(s) uses?

i. <input type="checkbox"/> natural gas;	2nd generator; <input type="checkbox"/> natural gas;	3rd generator; <input type="checkbox"/> natural gas
ii. <input type="checkbox"/> propane;	2nd generator; <input type="checkbox"/> propane;	3rd generator; <input type="checkbox"/> propane
iii. <input type="checkbox"/> gasoline;	2nd generator; <input type="checkbox"/> gasoline;	3rd generator; <input type="checkbox"/> gasoline
iv. <input checked="" type="checkbox"/> diesel;	2nd generator; <input type="checkbox"/> diesel;	3rd generator; <input type="checkbox"/> diesel

 - d) How many **total hours** would generator(s) run on the fuel supply always on hand? (enter NG if Natural Gas)
 1st 48 HRS Hours 2nd _____ Hours 3rd _____ Hours

 - e) If generator will be used for sheltering in place for a hurricane (extended duration), are there provisions for a seven day supply of fuel?
 - i. ☐ Not applicable. The facility will not use the generator for sheltering in place during hurricanes.
 - ii. ☐ Yes. Facility has a seven day supply on hand at all times or natural gas.
 - iii. ☒ Yes. Facility has signed current contract/agreement for getting a seven day fuel supply before hurricane.
 - iv. No supply or contract. Obtain either a contract or an onsite supply of fuel, OR make decision to not use generator for sheltering in place, then mark answer.

 - f) Will life sustaining devices, that are dependent on electricity, be supplied by these generator(s) during outages?
 - i. ☒ Yes
 - ii. ☐ No

2021 Nursing Home Emergency Preparedness Plan Survey

g) Does generator provide for air conditioning?

i. ☒ **Yes.** Mark closest percentage of the building that is cooled?

☒ 100 % of the building cooled

☐ 76% or more of the building is cooled

☐ 51 to 75% of the building is cooled

☐ 26 to 50% of the building is cooled

☐ Less than 25% of the building is cooled

☐ **No.** The generator does not provide for any air conditioning.

ii. If air conditioning fails, for any reason, does the facility have procedures (specific actions) in place to prevent heat related medical conditions?

☐ Yes

☐ No

h) Does facility have in the plan, a current list of what equipment is supplied by each generator?

☒ Yes

If No - Evaluate, identify then indicate that this has been done by answering Yes.

15. Utility information – answer all that apply **(should match what is in MSTAT!)**

a) Who supplies electricity to the facility?

i. Suppliers name: ENTERGY

ii. Account #: 26713081 & 2671496

b) Who supplies water to the facility? (supplier's name)

i. Suppliers name: JEFFERSON PARISH DEPARTMENT OF WATER

ii. Account #: 306054 & 320571

c) Who supplies fuels (natural gas, propane, gasoline, diesel, etc) to the facility? If applicable.

i. Suppliers name: ATMOS ENTERGY

ii. Account #: 25-001065018-0300870-05

d) Does plan contain the emergency contact information for the utility providers? (Contact names, 24 hour emergency phone numbers)?

i. ☒ Yes

ii. No. Please obtain contact information for your utility providers.

16. Floor Plans

a) Does plan have current legible floor plans of the facility?

i. ☒ Yes

ii. No. Please obtain, then indicate that this has been done by answering Yes

b) Indicate if the following locations are marked, indicated or described on floor plan:

i. Safe areas for sheltering: ☒ Yes. If No- Please identify on floor plan and mark Yes.

ii. Storage areas for supplies: ☒ Yes. If No- indicate on floor plan and mark Yes.

2021 Nursing Home Emergency Preparedness Plan Survey

- iii. Emergency power outlets: ☒ Yes. If No- identify on floor plan and mark Yes.
- iv. Emergency communication area: ☒ Yes. If No- identify on floor plan and mark Yes.
- v. The location of emergency plan: ☒ Yes. If No- identify on floor plan and mark Yes.
- vi. Emergency command post: ☒ Yes. If No - identify on floor plan and mark Yes.

B. Operational Considerations - Complete using information from facility's current emergency plan.

1. Residents information

- a) What is the facility's total number of state licensed beds?

Total Licensed Beds: 105

- b) If the facility had to be evacuated today to the host facility(s) - answer the following using current resident census and their transportation requirements:

- i. How many high risk patients (RED) will need to be transported by **advanced life support ambulance** due to dependency on mechanical or electrical life sustaining devices or very critical medical condition? Give the total number of residents that meet these criteria the facility would need its named ambulance provider to transport.

RED: 3

- ii. How many residents (YELLOW) will need to be transported by a **basic ambulance** who are not dependent on mechanical or electrical life sustaining devices, but who cannot be transported using normal means (buses, vans, cars). For example, this category might include patients that cannot sit up, are medically unstable, or that may not fit into regular transportation? Give the total number of residents that meet these criteria the facility would need its named ambulance provider to transport.

YELLOW: 10

- iii. How many residents (GREEN) can only travel using **wheelchair accessible transportation**? Give the total number of residents that meet these criteria the facility would need its named transportation provider to transport.

GREEN WHEEL CHAIR: 22

- iv. How many residents (GREEN) need no specialized transportation could go **by car, van, or bus**? Give the total number of residents that meet these criteria the facility would need its named transportation provider to transport.

GREEN: 30

- c) Is the following provided in the list(s) or roster(s) of current residents that is kept in or used for the facility emergency preparedness plan: **do not send in this list or roster.**

- i. Each resident's current and active diagnosis?

☒ Yes. If No - Obtain and mark Yes.

- ii. Each resident's current list of medications including dosages and times?

☒ Yes. If No - Obtain and mark Yes.

- iii. Each resident's allergies, if any?

☒ Yes. If No - Obtain and mark Yes.

2021 Nursing Home Emergency Preparedness Plan Survey

- iv. Each resident's current dietary needs or restrictions?
☒ Yes. If No - Obtain and mark Yes.
- v. Each resident's next of kin or responsible party and their contact information?
☒ Yes. If No - Obtain and mark Yes.
- vi. Each resident's current transportation requirements? (advanced life support ambulance, basic ambulance, wheel chair accessible vehicle, car-van-bus)
☒ Yes. If No - Obtain and mark Yes.

2. Staff

- a) Is each of the following provided in the list(s) or roster(s) of all current staff that is kept in or used with the facility emergency preparedness plan: **do not send in this list or roster.**
 - i. Emergency contact information for all current staff?
☒ Yes. If No - Obtain and mark Yes.
 - ii. Acknowledgement of if they will work during emergency events like hurricanes or not?
☐ Yes. If No - Obtain and mark Yes.
- b) What is **total number** of planned **staff** and other **non residents** that will require facility transportation for an evacuation or need to be sheltered?

25

3. Transportation - should match what is in MSTAT!

- a) Does facility have transportation, or have current or currently verified contracts or agreements for emergency evacuation transportation?
☒ Yes. If No - Obtain transportation and mark Yes.
- i. Is the capacity of planned emergency transportation adequate for the transport of all residents, planned staff and supplies to the evacuation host site(s)?
☒ Yes. If No - Obtain adequate transport and mark Yes.
- ii. Is all transportation air conditioned?
☒ Yes. go to B. 3. a) iv.
☐ No, go to B. 3. a) iii.
- iii. If not air conditioned are there provisions (specific actions and supplies) in plan to prevent and treat heat related medical conditions?
☐ Yes. If No - make plans (specific actions and supplies) and mark Yes.
- iv. Is there a specified time or timeline (H-Hour) that transportation supplier will need to be notified by?
☐ Yes. What is that time _____ hours?
☒ No. There is no need for a specified time or timeline for contacting transportation.

2021 Nursing Home Emergency Preparedness Plan Survey

- b) Does each contract or agreement for **NON-AMBULANCE**- transportation contain the following information? **NOTE: Vehicles that are not owned by but at the disposal of the facility shall have written usage agreements (with all required information) that are signed and dated. Vehicles that are owned by the facility will need to verify ownership.**
- The complete name of the transportation provider?
☒ Yes. If No - obtain and mark Yes.
 - The number of vehicles and type (van, bus, car) of vehicles contracted for?
☒ Yes. If No - obtain and mark Yes.
 - The capacity (number of people) of each vehicle?
☒ Yes. If No - obtain and mark yes.
 - Statement of if each vehicle is air conditioned?
☒ Yes. If No - obtain and mark Yes.
 - Verification of facility ownership, if applicable; copy of vehicle's title or registration?
☒ Yes. If No - obtain and mark Yes.
- c) Have copies of each **signed and dated contract/agreement** been included for submitting?
☒ Yes. If no, obtain and mark Yes.
- d) Has a cover page been completed and attached for each contract/agreement. **(blank form provided)**
☒ Yes. If No - complete and mark Yes.
4. Host Site(s)-**extra pages for multiple sites have been included with forms near end of survey. (should match what is in MSTAT!)**
- Does the facility have current contracts or verified agreements for a **primary** evacuation host site(s) outside of the primary area of risk?
☒ Yes. If No - obtain and mark Yes.
 - Provide the following information:(list all sites, if multiple sites **list each - see extra pages**)
 - What is the name of each **primary** site(s)?
MEADOWVIEW HEALTH & REHAB CENTER
 - What is the physical address of each host site(s)?
400 MEADOWVIEW DR.
MINDEN, LOUISIANA 71055

 - What is the distance to each host site(s)?
381 MILES
 - Is the host site(s) located outside of the parishes identified as hurricane risk areas?
YES

2021 Nursing Home Emergency Preparedness Plan Survey

- v. Does plan include map of route to be taken and written directions to host site?
☒ Yes. If No - obtain and mark Yes.
- vi. Who is the contact person at **each primary** host site(s)?
Name: REBECCA MYLES, NFA
Phone: 318.377.1011
Email: MEADOWVIEW.ADM@NEXION-HEALTH.COM
Fax: 318.377.1011
- vii. What is the capacity (number of residents allowed) of **each primary** host site(s)?
➤ Capacity that will be allowed at each site:
230
➤ Total Capacity of all primary sites:
230
➤ Is this adequate for all evacuating residents?
☐ Yes. If No - obtain and mark Yes.
- viii. Is the **primary** site a currently licensed nursing home(s)?
☒ Yes, go to- B.4.b) x.
☐ No, go to- B.4.b) ix.
- ix. If **primary** host site is **not a licensed nursing home** provide a description of host site(s) including;
➤ What type of facility it is?

➤ What is host site currently being used for?

➤ Is the square footage of the space to be used adequate for the residents?
☐ Yes
☐ No
➤ What is the age of the host facility(s)?

➤ Is host facility(s) air conditioned?
☐ Yes
☐ No
➤ What is the current physical condition of facility?
☐ Good
☐ Fair
☐ Poor
➤ Are there adequate provisions for food preparation and service?
☐ Yes
☐ No
➤ Are there adequate provisions for bathing and toilet accommodations?
☐ Yes
☐ No
➤ Are any other facilities contracted to use this site?
☐ Yes
☐ No

2021 Nursing Home Emergency Preparedness Plan Survey

- x. Is the capacity of primary host site(s) adequate for staff?
☒ Yes
☐ No. If No - where will staff be housed?

- xi. Is there a specified time or timeline (H-Hour) that **primary** host site will need to be notified by?
☐ Yes. If Yes - what is that time? _____
☒ No.
- c) Does the facility have current contracts or verified agreements for an **alternate or secondary** host site(s)?
☒ Yes. If No - obtain and mark Yes.
- d) Provide the following information:(list all sites, if multiple sites **list each - see extra pages**)
- i. What is the name of each **alternate/secondary** site(s)?
NEXION HEALTH AT PIERREMONT
- ii. What is the physical address of each **alternate/secondary** host site(s)?
725 MITCHELL LANE
SHREVEPORT, LA 71106

- iii. What is the distance, in miles, to each **alternate/secondary** host site(s)?
331 MILES
- iv. Is the host site(s) located outside of the parishes identified as hurricane risk areas?
☒ Yes
☐ No
- v. Does plan include map of route to be taken and written directions to host site?
☒ Yes. If No - obtain and mark Yes.
- vi. Who is the contact person at each **alternate/secondary** host site(s)?
Name: EDWARD FORREST, NFA
Phone: 318.868.6375
Email: PIERREMONT.ADM@NEXION-HEALTH.COM
Fax: 318.86386375
- vii. What is the capacity (number of residents allowed) of each **alternate/secondary** host site(s)?
➤ Capacity that will be allowed at each **alternate/secondary** site:
85
➤ Total Capacity of all **alternate/secondary** sites:
85
➤ Is this adequate for all evacuating residents?

2021 Nursing Home Emergency Preparedness Plan Survey

- ☒ Yes. If No - obtain and mark Yes.
- viii. Is the **alternate/secondary** site a currently licensed nursing home(s)?
☐ Yes, go to - B.4.d) x.
☐ No, go to - B.4.d) ix.
- ix. If **alternate/secondary** host site is **not a licensed nursing home** provide a description of host site(s) including;
- What type of facility it is?

 - What is host site currently being used for?

 - Is the square footage of the space to be used adequate for the residents?
☐ Yes
☐ No
 - What is the age of the host facility(s)?

 - Is host facility(s) air conditioned?
☐ Yes
☐ No
 - What is the current physical condition of facility?
☐ Good
☐ Fair
☐ Poor
 - Are there provisions for food preparation and service?
☐ Yes
☐ No
 - What are the provisions for bathing and toilet accommodations?
☐ Yes
☐ No
 - Are any other facilities contracted to use this site?
☐ Yes
☐ No
- x. Is the capacity of **alternate/secondary** host site(s) adequate for staff?
☒ Yes
☐ No. If No - where will staff be housed?

- xi. Is there a specified time or timeline (H-Hour) that **alternate/secondary** host site will need to be notified by?
☐ Yes. If yes what is that time? _____
☒ No.
- e) Have copies of each **signed and dated contract/agreement** been included for submitting?
☒ Yes. If No - obtain and mark Yes.
- f) Has a cover page been completed and attached for each contract/agreement. (**blank form provided**)
☒ Yes. If No - complete and mark Yes.

2021 Nursing Home Emergency Preparedness Plan Survey

5. **Non-perishable food or nourishment** – for sheltering in place or for host site(s)
- a) For Sheltering In Place, does facility have – **on site** - a seven day supply of non-perishable food/nourishment that meets all resident's needs?
- ☒ Yes. If yes go to - B. 5. c)
- ☐ No. If no go to - B. 5. b)
- b) Provide the following if no onsite supply:
- i. Does facility have a current or currently verified contract to have a seven day supply of non-perishable food that meets all resident's needs delivered prior to a foreseeable emergency event?
- ☐ Yes, go to - B. 5.b). ii, iii, iv
- If No - obtain supply or contract then mark appropriate answer.
- ii. Does each contract contain all of the following?
- name of supplier?
 - specified time or timeline (H-Hour) that supplier will need to be notified
 - contact information of supplier
- ☐ Yes. If No - obtain information then mark Yes.
- iii. Have copies of each **signed and dated contract/agreement** been included for submitting?
- ☐ Yes. If No - obtain and mark Yes.
- iv. Has a cover page been completed and attached for each contract/agreement.
(blank form provided)
- ☐ Yes. If No - complete and mark Yes.
- c) For evacuations, does facility have provisions for **food/nourishment supplies at host site(s)**?
- ☒ Yes. If No - make necessary arrangements then mark Yes.
- d) Is there a means to prepare and serve food/nourishment at host site(s)?
- ☒ Yes. If No - make necessary arrangements then mark Yes.
6. **Drinking Water or fluids** – for sheltering in place – one gallon per day per resident.
- a) Does facility have – **on site** - a seven day supply of **drinking water or fluids** for all resident's needs?
- ☐ Yes. Go to B. 6. c)
- ☐ No. If No See B. 6.b)
- b) If no, provide the following:
- i. Does facility have a current contract for a seven day supply of drinking water or fluids to be delivered prior to a foreseeable emergency event?
- ☐ Yes, see B. 6.b). ii, iii, iv,
- If No - please obtain supply or contract.

2021 Nursing Home Emergency Preparedness Plan Survey

- ii. Does each contract for **Drinking Water or fluids** contain all of the following?
 - name of supplier?
 - specified time or timeline (H-Hour) that supplier will need to be notified
 - contact information of supplier☐ Yes. If No - obtain information then mark Yes.
- iii. Have copies of each **signed and dated contract/agreement** been included for submitting?
☐ Yes. If no - obtain and mark Yes
- iv. Has a cover page been completed and attached for each contract/agreement. **(blank form provided)**
☐ Yes. If no - complete and mark Yes
- c) Does facility have a supply of water for needs other than drinking?
☒ Yes
If No - make necessary provisions for water for non drinking needs then mark Yes.
- d) **For evacuations**, does host site(s) have an adequate supply of water for all needs?
☒ Yes
If No - make necessary provisions for water for non drinking needs then mark Yes

7. Medications- for sheltering in place or for host site(s)

- a) Does facility have – **on site** - a seven day supply of **medications for all resident's needs**?
☒ Yes. go to - B. 7. c)
☐ No. go to - B. 7.b) i,ii,iii,iv
- b) If no, provide the following:
 - i. Does facility have a current or currently verified contract to have a seven day supply of **medications** delivered prior to a foreseeable emergency event?
☐ Yes, see B. 7.b). ii, iii, iv
If No - please obtain supply or contract then mark Yes.
 - ii. Does contract for **medications** contain the following?
 - Name of supplier?
 - Specified time or timeline (H-Hour) that supplier will need to be notified
 - Contact information of supplier☐ Yes. If No - obtain information then mark Yes.
 - iii. Have copies of each **signed and dated contract/agreement** been included for submitting?
☐ Yes. If no - obtain and mark Yes.
 - iv. Has a cover page been completed and attached for each contract/agreement. **(blank form provided)**
☐ Yes. If no - complete and mark Yes.

2021 Nursing Home Emergency Preparedness Plan Survey

- c) For **evacuation**, does facility have provisions for **medications at host site(s)**?

☒ Yes

If No - make necessary provisions for medications then mark Yes.

8. **Medical, Personal Hygiene, and Sanitary Supplies** – for sheltering in place or for host site(s)

- a) Does facility have **–on site–** medical, personal hygiene, and sanitary supplies to last seven days for all resident's needs?

☒ Yes. go to - B. 8. c)

☐ No. go to - B. 8. b) i,ii,iii,iv

- b) If no, provide the following:

- i. Does facility have a current or currently verified contract to have a seven day supply of medical, personal hygiene, and sanitary goods delivered prior to a foreseeable emergency event?

☐ Yes, see B. 7.b). ii, iii, iv

If No - please obtain supply or contract then mark Yes.

- ii. Does contract for medical, hygiene, and sanitary goods contain the following?

- Name of supplier?
- Specified time or timeline (H-Hour) that supplier will need to be notified
- Contact information of supplier

☐ Yes. If No, obtain information then mark Yes.

- iii. Have copies of each **signed and dated contract/agreement** been included for submitting?

☐ Yes. If no, obtain and mark Yes.

- iv. Has a cover page been completed and attached for each contract/agreement.
(blank form provided)

☐ Yes. If no, complete and mark Yes

- c) For evacuation, does facility have provisions for medical, personal hygiene, and sanitary supplies at host site(s)?

☒ Yes

If No - make necessary provisions for medications then mark Yes

9. **Communications/Monitoring** - all hazards

- a) **Monitoring Alerts.** Provide the following:

- i. What equipment/system does facility use to **monitor** emergency broadcasts or alerts? EMERGENCY RADIO

- ii. Is there back up or alternate equipment and what is it?

☒ Yes. Name equipment: _____

☐ No

- iii. Is the equipment tested?

☒ Yes

☐ No

2021 Nursing Home Emergency Preparedness Plan Survey

- iv. Is the **monitoring** equipment powered and operable during utility outages?
☒ Yes.
☐ No.
- v. Are there provisions/plans for facility to **monitor** emergency broadcasts and alerts at evacuation site?
☒ Yes
☐ No

b) **Communicating- send and receive-** with emergency services and authorities. Provide the following:

- i. What equipment does facility have to **communicate** during emergencies?
PAIR OF AT&T PUSH TO TALK RADIO PHONES
- ii. Is there back up or alternate equipment used to send/receive and what is it?
☒ Yes. Name equipment: STANDARD CELL PHONE
☐ No
- iii. Is the equipment tested?
☒ Yes
☐ No
- iv. Is the **communication** equipment powered and operable during utility outages?
☒ Yes.
☐ No
- v. Are there provisions/plans for facility to send and receive **communications** at evacuation site?
☒ Yes
☐ No

C. All Hazard Analysis

- 1. Has the facility identified potential emergencies and disasters that facility may be affected by, such as fire, severe weather, missing residents, utility (water/electrical) outages, flooding, and chemical or biological releases?
☒ Yes
If No - identify, and then mark **Yes** to signify that this has been completed.

2021 Nursing Home Emergency Preparedness Plan Survey

- III. **CONCEPT OF OPERATIONS** – Answer the following or Provide the requested information. Any areas of planning that have not been provided for in the facility's emergency preparedness plan will need to be addressed.

A. Plans for **sheltering in place**

1. Does facility have written viable plans for sheltering in place during emergencies?

☒ Yes

If No - Planning is needed for compliance. Complete then mark Yes.

- a) Does the plan for sheltering in place take into account all known limitations of the facility to withstand flooding and wind? (This includes if limits were undetermined as well)

☒ Yes

If No - Planning is needed for compliance. Complete then mark Yes

- b) Does the plan for sheltering in place take into account all requirements (if any) by the local Office of Homeland Security and Emergency Preparedness?

☒ Yes

If No - Planning is needed for compliance. Complete then mark Yes

2. Does facility have written viable plans for adequate staffing when sheltering in place?

☒ Yes

If No - Planning is needed for compliance. Complete then mark Yes.

3. Does facility have written viable plans for sufficient supplies to be on site prior to an emergency event which will enable it to be totally self-sufficient for seven days? (potable and non-potable water, food, fuel, medications, medical, personal hygiene, sanitary, repair, etc)

☒ Yes

If No - Planning is needed for compliance. Complete then mark Yes

4. Does facility have communication plans for sheltering in place?

☒ Yes

If No - Planning is needed for compliance. Complete then mark Yes

- a) Does facility have written viable plans for contacting staff pre event?

☒ Yes

If No - Planning is needed for compliance. Complete then mark Yes

- b) Does facility have written viable plans for notifying resident's responsible party before emergency event?

☒ Yes

If No - Planning is needed for compliance. Complete then mark Yes

- c) Does facility have written viable plans for monitoring emergency alerts and broadcasts before, during, and after event?

☒ Yes

If No - Planning is needed for compliance. Complete then mark Yes

2021 Nursing Home Emergency Preparedness Plan Survey

- d) Does facility have written viable plans for receiving information from emergency services and authorities before, during, and after event?

☒ Yes

If No - Planning is needed for compliance. Complete then mark Yes

- e) Does facility have written viable plans for contacting emergency services and authorities before, during, and after event?

☒ Yes

If No - Planning is needed for compliance. Complete then mark Yes

5. Does facility have written viable plans for providing emergency medical care if needed while sheltering in place?

☒ Yes

If No - Planning is needed for compliance. Complete then mark Yes

6. Does facility have written viable plans for the preparation and service of meals while sheltering?

☒ Yes

If No - Planning is needed for compliance. Complete then mark Yes

7. Does facility have written viable plans for repairing damages to the facility incurred during the emergency?

☒ Yes

If No - Planning is needed for compliance. Complete then mark Yes

B. Plans for Evacuation

1. Does facility have written viable plans for adequate transportation for transporting all residents to the evacuation host site(s)?

☒ Yes

If No - Planning is needed for compliance. Complete then mark Yes

- a) Does facility have written viable plans for adequate loading of residents and supplies for travel to evacuation host site(s)?

☒ Yes

If No - Planning is needed for compliance. Complete then mark Yes

- b) Does facility have written viable plans for adequate staffing that all residents have access to licensed nursing staff and appropriate nursing during all phases of the evacuation?

☒ Yes

If No - Planning is needed for compliance. Complete then mark Yes

- c) Does facility have written viable plans for adequate unloading of residents and supplies at evacuation host site(s)?

☒ Yes

If No - Planning is needed for compliance. Complete then mark Yes

2021 Nursing Home Emergency Preparedness Plan Survey

2. Does facility have written viable plans for adequate transportation for the return of all residents to the facility?
☒ Yes
If No - Planning is needed for compliance. Complete then mark Yes
- a) Does facility have written viable plans for staffing to load residents and supplies at the shelter site for the return to facility?
☒ Yes
If No - Planning is needed for compliance. Complete then mark Yes
- b) Does facility have written viable plans for staffing to ensure that all residents have access to licensed nursing staff and appropriate nursing services provided during the return to facility?
☒ Yes
If No - Planning is needed for compliance. Complete then mark Yes
- c) Does facility have written viable plans for staffing for the unloading of residents and supplies after return to facility?
☒ Yes
If No - Planning is needed for compliance. Complete then mark Yes
3. Does facility have written viable plans for the management of staff, including provisions for adequate qualified staffing and the distribution and assignment of responsibilities and functions at the evacuation host site(s)?
☒ Yes
If No - Planning is needed for compliance. Complete then mark Yes
4. Does facility have written viable plans to have sufficient supplies – to be totally self sufficient - at or delivered to the evacuation host site(s) prior to or to coincide with arrival of residents? (potable and non-potable water, food, fuel, medications, medical goods, personal hygiene, sanitary, clothes, bedding, linens, etc)
☒ Yes
If No - Planning is needed for compliance. Complete then mark Yes
5. Does facility have written viable plans for communication during evacuation?
☒ Yes
If No - Planning is needed for compliance. Complete then mark Yes
- a) Does facility have written viable plans for contacting host site prior to evacuation?
☒ Yes
If No - Planning is needed for compliance. Complete then mark Yes
- b) Does facility have written viable plans for contacting staff before an emergency event?
☒ Yes
If No - Planning is needed for compliance. Complete then mark Yes

2021 Nursing Home Emergency Preparedness Plan Survey

- c) Does facility have written viable plans for notifying resident's responsible party - pre event- of intentions to evacuate?
☒ Yes
If No - Planning is needed for compliance. Complete then mark Yes
- d) Does facility have written viable plans for monitoring emergency alerts and broadcasts - while at host site- before, during, and after event?
☒ Yes
If No - Planning is needed for compliance. Complete then mark Yes
- e) Does facility have written viable plans for receiving information from and contacting emergency services and authorities –while at host site- before, during and after event?
☒ Yes
If No - Planning is needed for compliance. Complete then mark Yes
- f) Does facility have written viable plans for the need to remain at an unlicensed evacuation shelter site for more than five days, if evacuating to an unlicensed site?
☒ Yes ☐ Evacuating to a licensed site
If No - Planning is needed for compliance. Complete then mark Yes
6. Does facility have written viable plans to provide emergency medical care if needed while at evacuation site(s)?
☒ Yes
If No - Planning is needed for compliance. Complete then mark Yes
- C. Does facility have written viable plans for all identified potential hazards?
☒ Yes
If No - Planning is needed for compliance. Complete then mark Yes
- D. Does facility have written viable plans for communicating during all emergencies?
☒ Yes
If No - Planning is needed for compliance. Complete then mark Yes
1. Does facility have written viable plans for immediately providing **written** notification by hand delivery, facsimile, email or other acceptable method of the nursing home's decision to either shelter in place or evacuate due to any emergency to the Health Standards Section of the Department of Health and Hospitals?
☒ Yes
If No - Planning is needed for compliance. Complete then mark Yes
2. Does plan include providing the following information to Health Standards Section of the Department of Health and Hospitals?
- Is it a full facility evacuation, partial facility evacuation or shelter in place?
 - The date(s) and approximate time(s) of full or partial evacuation?
 - The names and locations of all host site(s)?
 - The emergency contact information for the person in charge of evacuated residents at each host site(s)?
 - The names of all residents being evacuated and the location each resident is going to?

2021 Nursing Home Emergency Preparedness Plan Survey

- f) A plan to notify Health Standards Section within 48 hours of any deviations or changes from original notification?

☒ Yes

If No - Planning is needed for compliance. Complete then mark Yes

3. Does facility have written viable plans for receiving and sending emergency information during emergencies?

☒ Yes

If No - Planning is needed for compliance. Complete then mark Yes

4. Does facility have written viable plans for monitoring emergency alerts and broadcasts at all times?

☒ Yes

If No - Planning is needed for compliance. Complete then mark Yes

5. Does facility have written viable plans for notifying authorities of decision to shelter in place or evacuate?

☒ Yes

If No - Planning is needed for compliance. Complete then mark Yes

6. Does facility have written viable plans for notifying authorities and responsible parties of the locations of all residents and any changes of those locations?

☒ Yes

If No - Planning is needed for compliance. Complete then mark Yes

- E. Does facility have written viable plans for entering all required information into the Health Standards Section's (HSS) emergency preparedness webpage?

☒ Yes

If No - Planning is needed for compliance. Complete then mark Yes

- F. Does facility have written viable plans for triaging residents according to their transportation needs?

☐ Yes

If No - Planning is needed for compliance. Complete then mark Yes

IV. ORGANIZATION AND RESPONSIBILITIES - The following should be determined and kept current in the facility's plan:

- A. Who is responsible for the **decision to shelter in place or evacuate**?

Provide Name: MEERA RINER

Position: VICE PRESIDENT OF OPERATIONS

Emergency contact information:

Phone: 863-224-7385

Email: MRINER@NEXION-HEALTH.COM

Fax: 819-965-4599

- B. Who is the backup/second in line responsible for **decision to sheltering in place/evacuating**?

Provide Name: DON SOWELL

Position: REGIONAL VICE PRESIDENT

2021 Nursing Home Emergency Preparedness Plan Survey

Emergency contact information:

Phone: 832.382.6950

Email: DSOWELL@NEXION-HEALTH.COM

Fax: _____

- C. Who will be in charge when sheltering in place?

Provide Name: PHILIP SWEENEY, NFA

Position: ADMINISTRATOR

Emergency contact information:

Phone: 504.341.3658

Email: MARRERO.ADM@NEXION-HEALTH.COM

Fax: 504.347.3754

- D. Who will be the backup/second in line when sheltering in place?

Provide Name: AMANDA DAVIS

Position: ASSISTANT ADMINISTRATOR / BUSINESS OFFICE MANAGER

Emergency contact information:

Phone: 504.341.3658

Email: MARRERO.BOM@NEXION-HEALTH.COM

Fax: 504.347.3754

- E. Who will be in charge at each evacuation host site(s)?

Provide Name: PHILIP SWEENEY, NFA

Position: ADMINISTRATOR

Emergency contact information:

Phone: 504.341.3658

Email: MARRERO.ADM@NEXION-HEALTH.COM

Fax: 504.347.3754

- F. Who has been (by position or title) designated or assigned in the facility's plan to the following required duties?

1. Title or position of person(s) assigned to notify the responsible party of each resident of the following information within 24 hours of the decision:
SOCIAL SERVICES DIRECTOR (PLUS NEW TECHNOLOGY UTILIZED WITH VOICE FRIEND SOFTWARE)
 - a) If facility is going to shelter in place or evacuate.
 - b) The date and approximate time that the facility is evacuating.
 - c) The name, address, and all contact information of the evacuation site.
 - d) An emergency telephone number for responsible party to call for information.
2. Title or position of person(s) assigned to notify the Department of Health and Hospitals- Health Standards Section and the local Office of Homeland Security and Emergency Preparedness of the facility's decision to shelter in place or evacuate:
ADMINISTRATOR
3. Title or position of person(s) assigned to securely attach the following information to each resident during an emergency so that it remains with the resident at all times?
CUSTODIAN OF MEDICAL RECORDS

2021 Nursing Home Emergency Preparedness Plan Survey

- a) Resident's identification.
 - b) Resident's current or active diagnoses.
 - c) Resident's medications, including dosage and times administered.
 - d) Resident's allergies.
 - e) Resident's special dietary needs or restrictions.
 - f) Resident's next of kin, including contact information.
4. Title or position of person(s) assigned to ensure that an adequate supply of the following items accompany residents on buses or other transportation during all phases of evacuation?
ASSISTANT DIRECTOR OF NURSING
- a) Water
 - b) Food
 - c) Nutritional supplies and supplements
 - d) All other necessary supplies for the resident.
5. Title(s) or position(s) of person(s) assigned for contacting emergency services and monitoring emergency broadcasts and alerts?
ADMINISTRATOR, ASSISTANT ADMIN AND/OR DON AS APPROPRIATE

V. Administration & Logistics

Annexes or tabbed sections that contain only current information pertinent to planning and the plan but are too cumbersome for the body of the plan; maps, forms, agreements or contracts, rosters, lists, floor plans, contact information, etc. These items can be placed here.

These blank forms are provided for your use and are to be completed:

- Page 1 - the Cover page of this document complete prior to submitting
- Page 2 - OHSEP Verification complete prior to submitting
- Transportation contract or agreement cover page, to be attached to each
- Evacuation host site contract or agreement cover page, to be attached to each
- Supply Cover sheets are to be used for each:
 - Non-perishable food/nourishment contract or agreement cover page, to be attached to each
 - Drinking water contract or agreement cover page, to be attached to each
 - Medication contract or agreement cover page, to be attached to each
 - Miscellaneous contract or agreement for supplies or resources that do not have a specific cover page, to be attached to each
- Multiple Host Site pages
- Authentication page, last page of document to be complete prior to submitting

VI. Plan Development and Maintenance

- A. Has the plan been developed in cooperation with the local Office of Homeland Security and Emergency Preparedness?
- ☒ Yes
☐ No
- B. If not, was there an attempt by facility to work with the local Office of Homeland Security and Emergency Preparedness?
- ☐ Yes

2021 Nursing Home Emergency Preparedness Plan Survey

☐ No

C. During the review of the facility's emergency preparedness plan were the following steps taken?

1. Were all out dated or non essential information and material removed?

☒ Yes

No - Complete this step then mark Yes

2. Were all contracts or agreements updated, renewed or verified?

☒ Yes

No - Complete this step then mark Yes

3. Was all emergency contact information for suppliers, services, and resources updated?

☒ Yes

No - Complete this step then mark Yes

4. Was all missing information obtained added to plan and the planning revised to reflect new information?

☒ Yes

No - Complete this step then mark Yes

5. Were all updates, amendments, modifications or changes to the nursing facility's emergency preparedness plan submitted to the Health Standards Section along with this survey?

☐ Yes

No - Complete this step then mark Yes

VII. Authentication

The plan should be signed and dated by the responsible party(s) each year or as changes, modifications, or updates are made. A copy of that

Authentication page shall be signed, dated and included with this survey.

(Blank form provided near end of document)

If there is a change of responsible party(s) (administrator, etc) plan needs to be updated to reflect this change page resigned/dated and copy submitted to Health Standards Section.

2021 Nursing Home Emergency Preparedness Plan Survey

Multiple **Primary** Host Site(s) - print then complete the following two pages for each additional site.

- Provide the following information: (list **primary** sites in this area, if multiple sites **list each**)
- What is the name of each **primary** site(s)?
MEADOWVIEW HEALTH & REHAB CENTER
 - What is the physical address of each host site(s)?
400 MEADOWVIEW DR.
MINDEN, LA 71055

 - What is the distance to each host site(s)?
381 MILES
 - Is the host site(s) located outside of the parishes identified as hurricane risk areas?
YES
 - Does plan include map of route to be taken and written directions to host site?
☒ Yes. If No - obtain and mark Yes.
 - Who is the contact person at **each primary** host site(s)?
Name: REBECCA MYLES, NFA
Phone: 318.377.1011
Email: MEADOWVIEW.ADM@NEXION-HEALTH.COM
Fax: 318.3771011
 - What is the capacity (number of residents allowed) of **each primary** host site(s)?
 - Capacity that will be allowed at each site:
182
 - Is this adequate for all evacuating residents?
☒ Yes. If No - obtain and mark Yes.
 - Is the **primary** site a currently licensed nursing home(s)?
☒ Yes, go to- B.4.b) x.
☐ No, go to- B.4.b) ix.
 - If **primary** host site is **not a licensed nursing home** provide a description of host site(s) including;
 - What type of facility it is?

 - What is host site currently being used for?

 - Is the square footage/area of the space to be used adequate for the residents?
☐ Yes
☐ No
 - What is the age of the host facility(s)?

 - Is host facility(s) air conditioned?
☐ Yes

2021 Nursing Home Emergency Preparedness Plan Survey

- ☐ No
- What is the current physical condition of facility?
 - ☐ Good
 - ☐ Fair
 - ☐ Poor
- Are there adequate provisions for food preparation and service?
 - ☐ Yes
 - ☐ No
- Are there adequate provisions for bathing and toilet accommodations?
 - ☐ Yes
 - ☐ No
- Are any other facilities contracted to use this site?
 - ☐ Yes
 - ☐ No
- x. Is the capacity of primary host site(s) adequate for staff?
 - ☒ Yes
 - ☐ No. If No - where will staff be housed?

- xi. Is there a specified time or timeline (H-Hour) that primary host site will need to be notified by?
 - ☐ Yes. If Yes - what is that time? _____
 - ☒ No.

2021 Nursing Home Emergency Preparedness Plan Survey

EVACUATION HOST SITE COVER SHEET

TYPE or CLEARLY PRINT and attach a cover page to each evacuation host site agreement, evacuation host site contract, or verification of evacuation host site. Complete this cover page for each facility named in the document.

Example: If there are 5 evacuation host site(s) contracts there should be 5 coversheets, one attached to the front of each signed and dated contract. If there are 5 evacuation host sites named in one agreement there should be 5 coversheets attached to that agreement.

Ongoing evacuation host site contracts will need to be verified annually and signed by all parties.

Name of EVACUATION HOST SITE:

NEXION HEALTH AT AT MINDEN INC.

Contact Person: REBECCA MYLES, NFA

Phone # of Contact Person: 318.3371011

FAX#: 318.377.9814

E-Mail Address: MEADOWVIEW.ADM@NEXION-HEALTH.COM

Physical Address of evacuation site:

400 MEADOWVIEW DRIVE

MINDEN, LA. 71055

Time Lines or Restrictions: H-Hour or the number of hours needed.

What is the latest time that evacuation host site can be contacted according to agreement?

N/A

How long will it take to reach the evacuation host site facility?

5HRS 40 MIN

How long will it take to unload residents and supplies from the transportation?

2-3 hrs

Type of evacuation host site:

Is it the ☒ **PRIMARY** or ☐ **ALTERNATE** site?

Is it a ☒ **LICENSED Nursing Home** or ☐ **NON-LICENSED FACILITY**?

Total number of residents and staff that facility is willing to host: _____

Is the evacuation host site air conditioned? ☒ Yes, air conditioned ☐ Not air conditioned

Date of agreement/contract/verification: February 15, 2021

Date agreement/contract ends: February 15, 2021



EMERGENCY TRANSFER AGREEMENT BETWEEN FACILITIES

THIS AGREEMENT (the "Agreement"), dated this 11th day of February, 2021, by and between Nexion Health at Marrero, Inc., a Delaware corporation, d/b/a Marrero Healthcare Center ("Evacuating Facility") and Nexion Health at Minden, Inc., d/b/a Meadowview Health and Rehab Center ("Primary Receiving Facility"), and Nexion Health at Pierremont, Inc., d/b/a Pierremont Healthcare Center ("Secondary Receiving Facility"). All three entities may hereinafter be referred to individually as the "Party" or collectively as the "Parties").

WITNESSETH:

WHEREAS, Evacuating Facility is a skilled nursing facility providing subacute, skilled and custodial services located at 5301 August Lane, Marrero, LA 70072; and

WHEREAS, Primary Receiving Facility is a skilled nursing facility providing subacute, skilled and custodial services located at 400 Meadowview Road, Minden, LA 71055; and

WHEREAS, Secondary Receiving Facility is a skilled nursing facility providing subacute, skilled and custodial services located at 725 Mitchell Lane, Shreveport, LA 71106; and

WHEREAS, Evacuating Facility may be adversely affected by hazards beyond its control which may require evacuation of its residents; and

WHEREAS, Primary Receiving Facility is willing to accept residents and staff from Evacuating Facility; and

WHEREAS, Secondary Receiving Facility is willing to accept residents and staff from Evacuating Facility in the event Primary Receiving Facility is unable to accommodate the Evacuating Facility; and

WHEREAS, Evacuating Facility, Primary Receiving Facility and Secondary Receiving Facility desire to enter into this Agreement to enable all nursing facility residents to receive uninterrupted service and care.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Primary Receiving Facility and Secondary Receiving Facility (hereinafter collectively referred to as "Receiving Facility") and Evacuating Facility agree as follows:

8. Non-Discrimination:

Each Party agrees to comply with Title VI of the Civil Right Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all related regulations and other applicable laws, to ensure that it does not discriminate against any recipient of services hereunder on the basis of race, color, sex, creed, national origin, age or handicap, under any program or activity receiving Federal financial assistance.

9. Entire Agreement; Modification:

This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended, altered or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

10. Non-Exclusive Agreement:

The Parties to this Agreement acknowledge that this Agreement does not exclude, prevent or prohibit any Party from entering into similar arrangements.

11. Assignment:

This Agreement shall not be assigned in whole or in part by any Party hereto without the express written consent of the other Parties.

12. Notices:

Any notice required or allowed to be given hereunder shall be deemed to have been given upon deposit in the United States mail, registered or certified, with return receipt requested and addressed to the Party to this Agreement to whom notice is given, at the following addresses, or such other address as a Party may designate in writing by notice:

If to Primary Receiving Facility: Nexion Health at Minden, Inc.
400 Meadowview Road
Minden, LA 71055
Attn: Administrator

If to Secondary Receiving Facility: Nexion Health at Pierremont, Inc.
725 Mitchell Lane
Shreveport, LA 71106
Attn: Administrator

If to Evacuating Facility: Nexion Health at Marrero, Inc.
5301 August Lane
Marrero, LA 70072
Attn: Administrator

1. Evacuation:

In the event that Evacuating Facility is required to evacuate in the event of a natural disaster or other event, the Receiving Facility agrees to accept evacuated residents into its shelter, to the extent practicable. Evacuating Facility will provide the Receiving Facility with as much advance notice as possible of the need for the shelter.

2. Transportation:

Evacuating Facility has contractual agreements in place for transportation in the event of an evacuation.

3. Resources:

The Parties agree to share available resources, to the extent practicable, including but not limited to, water, food and fuel.

4. Term:

The initial term of this Agreement shall be for one (1) year and commence upon execution of this Agreement by the Parties. This Agreement shall renew annually thereafter unless otherwise terminated by any Party any time with or without cause upon thirty (30) days' written notice.

5. Indemnification:

Receiving Facility shall indemnify and hold harmless the Evacuating Facility from and against any and all claims, demands, actions, liabilities, and expenses (including attorneys' fees) arising out of the acts or omissions of Receiving Facility's employees and agents, in connection with this Agreement. This provision shall survive any termination or expiration of this Agreement.

Evacuating Facility shall indemnify and hold harmless Receiving Facility from and against any and all claims, demands, actions, liabilities, and expenses (including attorneys' fees) arising out of the acts or omissions of Evacuating Facility, its employees and agents, in connection with this Agreement. This provision shall survive any termination or expiration of this Agreement.

6. Insurance:

Each Party shall secure and maintain at all times during the term of this Agreement, at its sole expense, appropriate levels of professional liability insurance or self insurance covering it and its staff. Each Party agrees to notify the other Parties immediately, in writing, of any material change in any insurance policy required to be maintained by it hereunder.

7. Independent Contractor Status:

All Parties are independent contractors. No Party is authorized or permitted to act as an agent or employee of another Party. Nothing in this Agreement shall in any way alter the control of the management, assets, and affairs of the respective Party. No Party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or a legal nature incurred by another Party of this Agreement.

Copy to:

Nexion Health at Marrero, Inc.
6937 Warfield Ave.
Sykesville, MD 21784
Attn: General Counsel

13. Choice of Law:

This Agreement shall be governed by and construed in accordance with the laws of the State where the Receiving Facility is located.

14. Entire Agreement:

This Agreement constitutes the entire agreement between the Parties and contains all of the agreements between them with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, among the Parties hereto with respect to the subject matter hereof.

15. Counterparts:

This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument and all of which together shall be considered one and the same agreement, and shall become effective when counterparts, which together contain the signatures of each Party hereto, shall have been delivered to Receiving Facility and Evacuating Facility. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery hereof.

IN WITNESS WHEREOF, the Parties have herunto caused this Agreement to be executed the day and year first above written.

EVACUATING FACILITY:

PRIMARY RECEIVING FACILITY:

By: [Signature]

By: [Signature]

Name/Title: Brian P. Lee / General Counsel

Name/Title: Brian P. Lee / General Counsel

Date: 2/15/2021

Date: 2/15/2021

SECONDARY RECEIVING FACILITY:

By: [Signature]

Name/Title: Brian P. Lee / General Counsel

Date: 2/15/2021

YOUR TRIP TO:

400 Meadowview Dr

5 HR 40 MIN | 342 MI 

Est. fuel cost: \$22.60



Print a full health report of your car with HUM
vehicle diagnostics (800) 906-2501



1. Start out going **east** on August Ave toward Lisa Dr.

Then 0.36 miles

0.36 total miles



2. Turn **left** onto Barataria Blvd/LA-45.

If you are on Patriot St and reach Avenue F you've gone a little too far.

Then 0.72 miles

1.08 total miles



3. Turn **right** onto Westbank Expy.

Westbank Expy is just past 10th St.

If you reach 8th St you've gone about 0.1 miles too far.

Then 0.24 miles

1.32 total miles



4. Merge onto US-90 Bus N via the ramp on the **left**.

Then 9.01 miles

10.33 total miles



5. US-90 Bus N becomes I-10 W.

Then 78.03 miles

88.35 total miles



6. Keep **left** to take I-10 W toward **Lafayette**.

Then 1.91 miles

90.26 total miles



7. Merge onto Louisiana Scenic Bayou Byway/LA-1 N via EXIT 153 toward **Port Allen**.

Then 3.88 miles

94.14 total miles



8. Stay **straight** to go onto LA Highway 1/Louisiana Scenic Bayou Byway/LA-1.

Then 0.52 miles

94.65 total miles



9. Merge onto US-190 W.

Then 52.94 miles

147.59 total miles



10. Merge onto I-49 N toward **Alexandria**.

Then 135.29 miles











282.88 total miles



11. Take the **LA-174** exit, EXIT 155, toward **Lake End/Ajax**.

Then 0.28 miles

283.16 total miles

- 
12. Merge onto Highway 174/LA-174 toward **Lake End**.
 Then 4.75 miles 287.91 total miles
- 
13. Turn **left** onto Highway 1/LA-1.
Highway 1 is 0.8 miles past Parish Road 34.
 Then 7.49 miles 295.40 total miles
- 
14. Turn **right** onto US-84 E.
If you reach Parish Road 144 you've gone about 0.2 miles too far.
 Then 2.22 miles 297.62 total miles
- 
15. Turn **left** onto Ringgold Ave/LA-179.
Ringgold Ave is 0.8 miles past Red River Parish 601.
If you reach Alonzo St you've gone a little too far.
 Then 0.78 miles 298.39 total miles
- 
16. Turn **left** onto Ringgold Ave/US-71 N.
 Then 1.42 miles 299.81 total miles
- 
17. Turn **slight right** onto Highway 371/US-371 N. Continue to follow US-371 N.
US-371 N is just past Cedar Ridge Rd.
 Then 39.20 miles 339.02 total miles
- 
18. Stay **straight** to go onto Sibley Rd.
 Then 0.36 miles 339.38 total miles
- 
19. Sibley Rd becomes Lee St.
 Then 1.23 miles 340.61 total miles
- 
20. Turn **right** onto Broadway St/US-80 E/US-79 N. Continue to follow Broadway St/US-79 N.
Broadway St is 0.1 miles past Sheppard St.
If you are on Miller St and reach Main St you've gone a little too far.
 Then 0.76 miles 341.37 total miles
- 
21. Turn **slight right** onto Homer Rd/Northwest Louisiana Scenic Byway/US-79 N.
Homer Rd is 0.1 miles past Sylvan Pl.
 Then 0.41 miles 341.79 total miles



22. Turn **right** onto Meadowview Dr.

Meadowview Dr is just past Bymo Dr.

If you reach M.B.L. Bank Dr you've gone about 0.1 miles too far.

Then 0.11 miles

341.89 total miles



23. 400 Meadowview Dr, Minden, LA 71055-3522, 400 MEADOWVIEW DR is on the left.

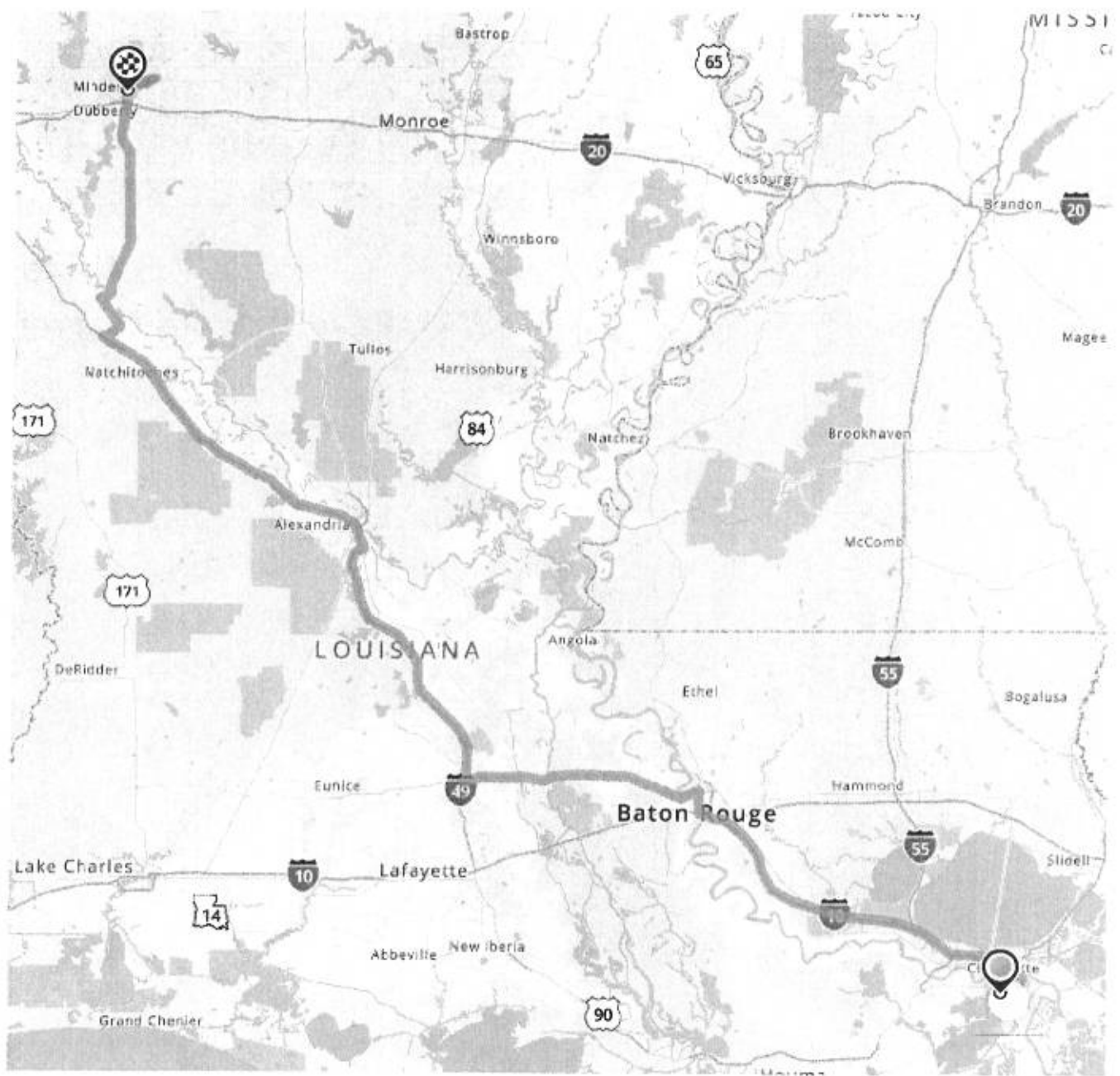
Your destination is just past Britt St.

If you reach the end of Meadowview Dr you've gone a little too far.



Save to My Maps

Use of directions and maps is subject to our [Terms of Use](#). We don't guarantee accuracy, route conditions or usability. You assume all risk of use.



2021 Nursing Home Emergency Preparedness Plan Survey

Multiple **Alternate/Secondary** Host Site(s) – print then complete the following two pages for each additional site.

A. Provide the following information:(list each alternate or secondary site)

- i. What is the name of each **alternate/secondary** site(s)?
NEXION HEALTH AT PIERREMONT, INC.
- ii. What is the physical address of each **alternate/secondary** host site(s)?
725 MITHCELL DRIVE
SHREVEPORT, LA 71106

- iii. What is the distance, in miles, to each **alternate/secondary** host site(s)?
331 MILES
- iv. Is the host site(s) located outside of the parishes identified as hurricane risk areas?
☒ Yes
☐ No
- v. Does plan include map of route to be taken and written directions to host site?
☒ Yes. If No - obtain and mark Yes.
- vi. Who is the contact person at each **alternate/secondary** host site(s)?
Name: EDWARD "BUDDY" FORREST, NFA
Phone: 318.868.6375
Email: PIERREMONT.ADMIN@NEXION-HEALTH.COM
Fax: 318.868.6375
- vii. What is the capacity (number of residents allowed) of each **alternate/secondary** host site(s)?
➤ Capacity that will be allowed at each **alternate/secondary** site:
180
➤ Is this adequate for all evacuating residents?
☒ Yes. If No - obtain and mark Yes.
- viii. Is the **alternate/secondary** site a currently licensed nursing home(s)?
☒ Yes go to - B.4.d) x.
☐ No, go to - B.4.d) ix.
- ix. If **alternate/secondary** host site is **not a licensed nursing home** provide a description of host site(s) including:
➤ What type of facility it is?

➤ What is host site currently being used for?

2021 Nursing Home Emergency Preparedness Plan Survey

- Is the square footage/area of the space to be used adequate for the residents?
☐ Yes
☐ No
- What is the age of the host facility(s)?

- Is host facility(s) air conditioned?
☐ Yes
☐ No
- What is the current physical condition of facility?
☐ Good
☐ Fair
☐ Poor
- Are there provisions for food preparation and service?
☐ Yes
☐ No
- What are the provisions for bathing and toilet accommodations?
☐ Yes
☐ No
- Are any other facilities contracted to use this site?
☐ Yes
☐ No
- x. Is the capacity of **alternate/secondary** host site(s) adequate for staff?
☒ Yes
☐ No. If No - where will staff be housed?

- xi. Is there a specified time or timeline (H-Hour) that **alternate/secondary** host site will need to be notified by?
☐ Yes. If yes what is that time? _____
☒ No.
- g) Have copies of each **signed and dated contract/agreement** been included for submitting?
☒ Yes. If No - obtain and mark Yes.
- h) Has a cover page been completed and attached for each contract/agreement. (**blank form provided**)
☒ Yes. If No - complete and mark Yes.

2021 Nursing Home Emergency Preparedness Plan Survey

EVACUATION HOST SITE COVER SHEET

TYPE or CLEARLY PRINT and attach a cover page to each evacuation host site agreement, evacuation host site contract, or verification of evacuation host site. Complete this cover page for each facility named in the document.

Example: If there are 5 evacuation host site(s) contracts there should be 5 coversheets, one attached to the front of each signed and dated contract. If there are 5 evacuation host sites named in one agreement there should be 5 coversheets attached to that agreement.

Ongoing evacuation host site contracts will need to be verified annually and signed by all parties.

Name of EVACUATION HOST SITE:

NEXION HEALTH AT PIERREMONT, INC.

Contact Person: Edward "BUDDY" FORREST, NFA

Phone # of Contact Person: 318.368.2789

FAX#: 318.368.6375

E-Mail Address: PIERREMONT.ADM@NEXION-HEALTH.COM

Physical Address of evacuation site:

725 MITHCELL DRIVE
SHREVEPORT, LA 71106

Time Lines or Restrictions: H-Hour or the number of hours needed.

What is the latest time that evacuation host site can be contacted according to agreement?

N/A

How long will it take to reach the evacuation host site facility?

5 hrs 7 min

How long will it take to unload residents and supplies from the transportation?

2-3 hrs

Type of evacuation host site:

Is it the ☐ PRIMARY or ☒ ALTERNATE site?

Is it a ☒ LICENSED Nursing Home or ☐ NON-LICENSED FACILITY?

Total number of residents and staff that facility is willing to host: _____

Is the evacuation host site air conditioned? ☒ Yes, air conditioned ☐ Not air conditioned

Date of agreement/contract/verification: February 15, 2021

Date agreement/contract ends: February 15, 2021

YOUR TRIP TO:

725 Mitchell Ln, Shreveport, LA, 71106-2149

5 HR 7 MIN | 333 MI 

Est. fuel cost: \$21.90



Print a full health report of your car with HUM
vehicle diagnostics (800) 906-2501



1. Start out going **east** on August Ave toward Lisa Dr.

Then 0.36 miles

0.36 total miles



2. Turn **left** onto Barataria Blvd/LA-45.

If you are on Patriot St and reach Avenue F you've gone a little too far.

Then 0.72 miles

1.08 total miles



3. Turn **right** onto Westbank Expy.

Westbank Expy is just past 10th St.

If you reach 8th St you've gone about 0.1 miles too far.

Then 0.24 miles

1.32 total miles



4. Merge onto US-90 Bus N via the ramp on the **left**.

Then 9.01 miles

10.33 total miles



5. US-90 Bus N becomes I-10 W.

Then 78.03 miles

88.35 total miles



6. Keep **left** to take I-10 W toward **Lafayette**.

Then 1.91 miles

90.26 total miles



7. Merge onto Louisiana Scenic Bayou Byway/LA-1 N via EXIT 153 toward **Port Allen**.

Then 3.88 miles

94.14 total miles



8. Stay **straight** to go onto LA Highway 1/Louisiana Scenic Bayou Byway/LA-1.

Then 0.52 miles

94.65 total miles



9. Merge onto US-190 W.

Then 52.94 miles

147.59 total miles



10. Merge onto I-49 N toward **Alexandria**.

Then 183.94 miles

331.53 total miles



11. Take the **Pierremont Rd** exit, EXIT 203, toward **Hollywood Ave**.

Then 0.19 miles

331.73 total miles



12. Merge onto Pierremont Rd.

Then 0.64 miles

332.37 total miles



13. Turn **right** onto Line Ave.

If you reach Dillingham Ave you've gone about 0.1 miles too far.

Then 0.06 miles

332.43 total miles



14. Turn **left** onto Mitchell Ln.

If you reach Sherwood Rd you've gone a little too far.

Then 0.09 miles

332.52 total miles

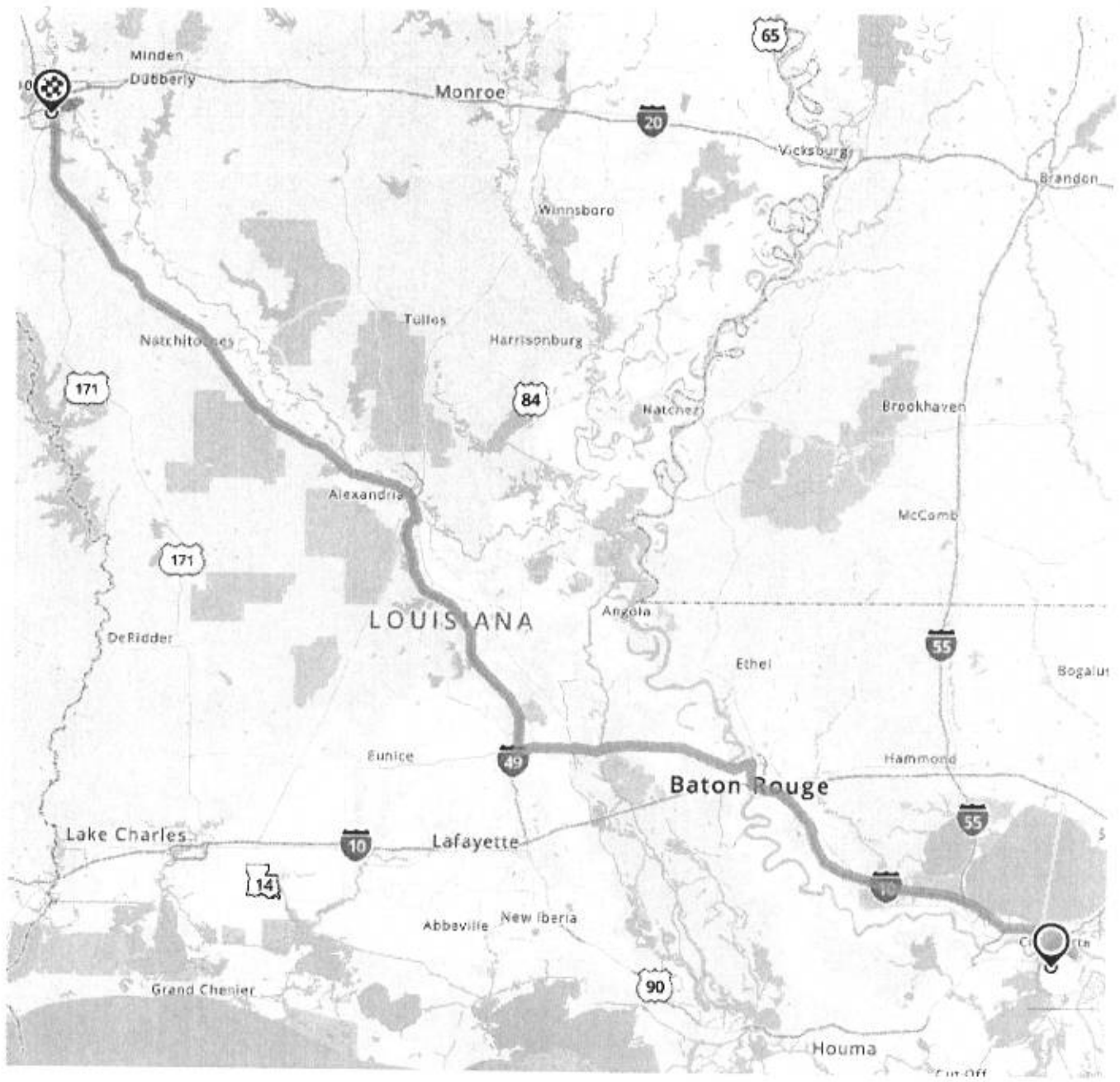


15. 725 Mitchell Ln, Shreveport, LA 71106-2149, 725 MITCHELL LN.

If you reach Dillingham Ave you've gone a little too far.

 Save to My Maps

Use of directions and maps is subject to our [Terms of Use](#). We don't guarantee accuracy, route conditions or usability. You assume all risk of use.





EMERGENCY TRANSFER AGREEMENT BETWEEN FACILITIES

THIS AGREEMENT (the "Agreement"), dated this 11th day of February, 2021, by and between Nexion Health at Marrero, Inc., a Delaware corporation, d/b/a Marrero Healthcare Center ("Evacuating Facility") and Nexion Health at Minden, Inc., d/b/a Meadowview Health and Rehab Center ("Primary Receiving Facility"), and Nexion Health at Pierremont, Inc., d/b/a Pierremont Healthcare Center ("Secondary Receiving Facility"). All three entities may hereinafter be referred to individually as the "Party" or collectively as the "Parties").

WITNESSETH:

WHEREAS, Evacuating Facility is a skilled nursing facility providing subacute, skilled and custodial services located at 5301 August Lane, Marrero, LA 70072; and

WHEREAS, Primary Receiving Facility is a skilled nursing facility providing subacute, skilled and custodial services located at 400 Meadowview Road, Minden, LA 71055; and

WHEREAS, Secondary Receiving Facility is a skilled nursing facility providing subacute, skilled and custodial services located at 725 Mitchell Lane, Shreveport, LA 71106; and

WHEREAS, Evacuating Facility may be adversely affected by hazards beyond its control which may require evacuation of its residents; and

WHEREAS, Primary Receiving Facility is willing to accept residents and staff from Evacuating Facility; and

WHEREAS, Secondary Receiving Facility is willing to accept residents and staff from Evacuating Facility in the event Primary Receiving Facility is unable to accommodate the Evacuating Facility; and

WHEREAS, Evacuating Facility, Primary Receiving Facility and Secondary Receiving Facility desire to enter into this Agreement to enable all nursing facility residents to receive uninterrupted service and care.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Primary Receiving Facility and Secondary Receiving Facility (hereinafter collectively referred to as "Receiving Facility") and Evacuating Facility agree as follows:

8. Non-Discrimination:

Each Party agrees to comply with Title VI of the Civil Right Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all related regulations and other applicable laws, to ensure that it does not discriminate against any recipient of services hereunder on the basis of race, color, sex, creed, national origin, age or handicap, under any program or activity receiving Federal financial assistance.

9. Entire Agreement; Modification:

This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended, altered or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

10. Non-Exclusive Agreement:

The Parties to this Agreement acknowledge that this Agreement does not exclude, prevent or prohibit any Party from entering into similar arrangements.

11. Assignment:

This Agreement shall not be assigned in whole or in part by any Party hereto without the express written consent of the other Parties.

12. Notices:

Any notice required or allowed to be given hereunder shall be deemed to have been given upon deposit in the United States mail, registered or certified, with return receipt requested and addressed to the Party to this Agreement to whom notice is given, at the following addresses, or such other address as a Party may designate in writing by notice:

If to Primary Receiving Facility: Nexion Health at Minden, Inc.
400 Meadowview Road
Minden, LA 71055
Attn: Administrator

If to Secondary Receiving Facility: Nexion Health at Pierremont, Inc.
725 Mitchell Lane
Shreveport, LA 71106
Attn: Administrator

If to Evacuating Facility: Nexion Health at Marrero, Inc.
5301 August Lane
Marrero, LA 70072
Attn: Administrator

1. **Evacuation:**

In the event that Evacuating Facility is required to evacuate in the event of a natural disaster or other event, the Receiving Facility agrees to accept evacuated residents into its shelter, to the extent practicable. Evacuating Facility will provide the Receiving Facility with as much advance notice as possible of the need for the shelter.

2. **Transportation:**

Evacuating Facility has contractual agreements in place for transportation in the event of an evacuation.

3. **Resources:**

The Parties agree to share available resources, to the extent practicable, including but not limited to, water, food and fuel.

4. **Term:**

The initial term of this Agreement shall be for one (1) year and commence upon execution of this Agreement by the Parties. This Agreement shall renew annually thereafter unless otherwise terminated by any Party any time with or without cause upon thirty (30) days' written notice.

5. **Indemnification:**

Receiving Facility shall indemnify and hold harmless the Evacuating Facility from and against any and all claims, demands, actions, liabilities, and expenses (including attorneys' fees) arising out of the acts or omissions of Receiving Facility's employees and agents, in connection with this Agreement. This provision shall survive any termination or expiration of this Agreement.

Evacuating Facility shall indemnify and hold harmless Receiving Facility from and against any and all claims, demands, actions, liabilities, and expenses (including attorneys' fees) arising out of the acts or omissions of Evacuating Facility, its employees and agents, in connection with this Agreement. This provision shall survive any termination or expiration of this Agreement.

6. **Insurance:**

Each Party shall secure and maintain at all times during the term of this Agreement, at its sole expense, appropriate levels of professional liability insurance or self insurance covering it and its staff. Each Party agrees to notify the other Parties immediately, in writing, of any material change in any insurance policy required to be maintained by it hereunder.

7. **Independent Contractor Status:**

All Parties are independent contractors. No Party is authorized or permitted to act as an agent or employee of another Party. Nothing in this Agreement shall in any way alter the control of the management, assets, and affairs of the respective Party. No Party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or a legal nature incurred by another Party of this Agreement.

Copy to:

Nexion Health at Marrero, Inc.
6937 Warfield Ave.
Sykesville, MD 21784
Attn: General Counsel

13. Choice of Law:

This Agreement shall be governed by and construed in accordance with the laws of the State where the Receiving Facility is located.

14. Entire Agreement:

This Agreement constitutes the entire agreement between the Parties and contains all of the agreements between them with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, among the Parties hereto with respect to the subject matter hereof.

15. Counterparts:

This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument and all of which together shall be considered one and the same agreement, and shall become effective when counterparts, which together contain the signatures of each Party hereto, shall have been delivered to Receiving Facility and Evacuating Facility. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery hereof.

IN WITNESS WHEREOF, the Parties have hereunto caused this Agreement to be executed the day and year first above written.

EVACUATING FACILITY:

PRIMARY RECEIVING FACILITY:

By: Brian P. Lee

By: Brian P. Lee

Name/Title: Brian P. Lee / General Counsel

Name/Title: Brian P. Lee / General Counsel

Date: 2/15/2021

Date: 2/15/2021

SECONDARY RECEIVING FACILITY:

By: Brian P. Lee

Name/Title: Brian P. Lee / General Counsel

Date: 2/15/2021

2021 Nursing Home Emergency Preparedness Plan Survey

TRANSPORTATION COVER SHEET

TYPE or CLEARLY PRINT and attach a cover page to each transportation resource agreement, transportation contract, or verification of facility's ownership of transportation.

Example: If there are 5 transportation providers there should be 5 coversheets, one attached to the front of each signed and dated agreement, verification or contract.

If transportation is facility-owned, state that it is facility owned and provide verification of ownership and all applicable information. A photocopy of a vehicle's title or registration will be sufficient for verification of ownership. Ongoing contracts will need to be verified annually and signed by all parties.

Name of transportation resource provider (print):

AMMED Ambulance Service

Contact Person: SHARLENE MACERA

Phone # of Contact Person: 504228-9857

Physical Address of transportation provider:

1801 MONROE STREET
GRETN, LA 70056

Time Lines or Restrictions: H-Hour or the number of hours needed.

What is the latest time that transportation resource can be contacted according to agreement?

96 HRS.

How long will it take the transportation to reach the facility after being contacted?

3 HRS

How long will the facility need to load residents and supplies onto the transportation?

1.5-2 HRS

Type (bus, van, car, ambulance, wheelchair) transport vehicle to be provided:

AMBULANCE

Total number of transport vehicles to be provided: 4

Total number and type (wheelchair, stretcher, seated) of passengers each vehicle will accommodate:

2-3

Is the transportation air conditioned? ☒ YES ☐ NO

IF transportation is facility owned attach verification of ownership.

Date of agreement/contract/verification: JANUARY 1, 2021

Date agreement/ contract ends: REVIEWED ANNUALLY - WITH AUTO RE-NEW UNLESS OTHERWISE SPECIFIED.

A-MMED AMBULANCE, INC.

MANDATORY EVACUATION AGREEMENT

This Mandatory Evacuation Agreement (the "Agreement") is entered into on the Date **January 1 2021**, by and between:

A-MMED AMBULANCE, INC., a Louisiana corporation authorized to do and doing business in the State of Louisiana (hereinafter referred to as "A-MMED"); and

Nexion Health at Marrero, Inc. DBA Marrero Healthcare Center (" the Facility"), a corporation organized under the laws of the State of **Delaware**, and authorized to do and doing business in the State of Louisiana; and hereby agree as follows:

WHEREAS, the parties recognize the threat of hurricanes and tropical storms to Louisiana and the necessity of evacuating Facility's patients in advance of storms when a mandatory evacuation order has been issued by the appropriate governing authority;

WHEREAS, the parties acknowledge that Act 540 of 2006, enacted as LSA-R.S. 40:2009.25, charged nursing homes such as Facility with the duty to develop an Emergency Preparedness Plan for submission to DHH for the evacuation of patients pursuant to a mandatory evacuation order;

WHEREAS, Facility further acknowledges the Emergency Preparedness Plan must include, as part of its submission to DHH, a written contract or agreement for a private company such as A-MMED to provide emergency evacuation transportation services;

WHEREAS, in compliance with all laws, Facility wishes to have A-MMED provide emergency evacuation services under the following terms and conditions;

NOW, THEREFORE, the parties do hereby agree as follows:

DEFINITIONS

For purposes of the Agreement, the following definitions shall apply:

Act 254 of 2006 - LSA-R.S. 40:9002.25.

DHH – Louisiana Department of Health and Hospitals.

DHH/HSS - Louisiana Department of Health and Hospitals Health Standards Section.

Emergency Preparedness Plan – The plan Facility must submit to DHH in accordance with all laws pertaining to emergency preparedness for nursing homes in Louisiana, including, but not limited to, LSA-R.S. 40:9002.25.

ESF Plan – The Louisiana/Federal Joint ESF #8 Operations Plan.

Facility – The nursing home party entering into the Agreement with A-MMED herein for mandatory evacuation services.

Nursing Facility Minimum Licensing Standards, Emergency Preparedness - DHH's rules and regulations governing nursing homes in mandatory evacuations, and also known or referred to as LAC 48:I.9729; attached herein as Exhibit "1" to the Agreement.

OHSEP – The federal, state, or local/parish Office of Homeland Security and Emergency Preparedness.

Nursing Home – Defined in LSA-R.S. 40:2009.2(1).

The Model Plan – The Louisiana Model Nursing Home Emergency Plan, attached herein as Exhibit "2" to the Agreement.

Services – The mandatory evacuation services to be provided pursuant to the Agreement by A-MMED.

GENERAL TERMS AND CONDITIONS

1. Applicable Laws - This Agreement shall be governed by all applicable federal, state, and local laws, including to Titles 29, 36, 40, and 49 of the Louisiana Revised Statutes, *et seq.*, the Louisiana Administrative Code; the Louisiana Administrative Procedure Act; and all other applicable federal, state, and local laws, rules, and regulations governing emergency preparedness and mandatory evacuations for nursing homes (collectively referred to herein as “all laws” or “laws”).
2. Incorporation by Reference - All laws governing the Agreement are deemed to be incorporated herein by reference and shall be read and enforced as if said laws, statutes, rules and regulations are incorporated herein *in extenso*.
3. When Agreement Applies - The parties agree that the terms and conditions of the Agreement shall only apply in the event of an issuance of a mandatory evacuation order by the appropriate federal, state, or local authority governing the parish in which the Facility is located and which mandatory evacuation order directly affects the Facility, its patients, employees and other personnel.
4. Compliance with Laws - By entering into the Agreement, Facility represents to AMMED that it has complied with all laws regarding its duties and obligations for emergency preparedness, including but not limited to all laws referred to in the Agreement.
5. HIPPA Considerations - The parties acknowledge that in the event a mandatory evacuation order is issued, the provisions of The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) may be temporarily waived by the Secretary of the Department of Health and Human Services pursuant to 42 U.S.C.

§1320b-5(b)(3), so that the appropriate patient information can be provided to A-MMED on an as-needed basis. The parties agree that in releasing patient information, Facility will abide by the waiver and not release any prohibited patient information to A-MMED. In the event of the release of unauthorized patient information by Facility, the parties agree that A-MMED will not be responsible for same.

6. Facility's Compliance with DHH - Facility specifically acknowledges that by entering into the Agreement it has:

- Submitted on an annual basis since 2006, an Emergency Preparedness Plan to the Louisiana Office of Homeland Security and Emergency Preparedness and any other local or parish governing authority, which Emergency Preparedness Plan shall conform to the current Nursing Facility Minimum Licensing Standards, Emergency Preparedness, as outlined in the Louisiana Model Nursing Home Emergency Plan; and the Louisiana/Federal Joint ESF #8 Operations Plan;
- Submitted an acceptable plan of correction to amend its Emergency Preparedness Plan to DHH within 10 days of notification in the event of a request for same by DHH; and
- Reviewed and updated its Emergency Preparedness Plan on at least an annual basis, and submitted any changes, corrections, and/or modifications of its Emergency Preparedness Plan to DHH.

7. Insurance - Facility is responsible for purchasing and paying for all insurance for the Agreement and A-MMED shall be named as an additional insured on the insurance policy(s). At A-MMED's request, the Facility shall furnish A-MMED Certificates of

Insurance which will be in full force and effect during the term of the Agreement, and which reflect A-MMED as an additional insured.

8. Facility's Request for Services – Facility agrees that once the mandatory evacuation order is issued, it will:

- Provide A-MMED notice to transport within 72 hours, if the patients to be evacuated will be taken to a host facility less than 100 miles in distance from Facility;
- Provide A-MMED notice to transport within 96 hours, if the patients will be evacuated a distance of more than 100 miles from Facility;
- Provide written notice by facsimile to A-MMED no later than three (3) hours after telephone notification that Facility's patients will be evacuated. The parties agree that although the notice may initially be provided by telephone, the notice must be confirmed in writing and received by A-MMED in order for A-MMED to begin scheduling the emergency evacuation process;
- Provide in the notice described herein written confirmation from the host or receiving facility with whom the Facility has contracted that it is prepared and able to receive Facility's patients; specifically, that it will have trained and adequately staffed personnel to assist with the loading and unloading of patients, including all medications and adequate supplies of same, pillows, bedding, diapers, pajamas and robes, and the like; and all equipment necessary for the evacuation and the care of the patient; and the patients' personal belongings;

- Include in the notice confirmation of the number of patients Facility is requesting that A-MMED transport for mandatory evacuation;
- The notice Facility agrees to submit to A-MMED must be transmitted by facsimile to the following A-MMED facsimile number: (504) 362-9431;
- A-MMED will begin to schedule patients for evacuation from Facility as soon as it receives written confirmation of notice from the Facility. The parties understand and agree that scheduling can only be accomplished on a first-come, first-serve basis, meaning that the priority of evacuation of nursing homes will be governed by the order in which written confirmation of the request for Services pursuant to the Agreement is received by A-MMED; and
- Agree to and abide by A-MMED's policy that once A-MMED receives written confirmation from Facility of request for mandatory evacuation, and Facility subsequently makes any changes of any kind whatsoever to the written confirmation, including by example only, but not limited to, changes in time for evacuation from Facility, changes in number of patients to be evacuated, or evacuation destination, said changes may result in A-MMED not being able to guarantee compliance with the Agreement in any respect whatsoever. Nonetheless, in the event Facility requests changes or amendments to its written confirmation to A-MMED, A-MMED agrees to exert its best efforts to evacuate Facility patients, but the parties agree A-MMED will not be liable for any damage, injury, or incident of any kind whatsoever that may result as a result of Facility's changes or amendments to the written confirmation provided to A-MMED pursuant to the Agreement.

9. Implementation of Services – The parties agree:
- When A-MMED arrives at the Facility, the patients will be prepared and ready to be loaded into the ambulances for emergency evacuation. In the event Facility does not have the patients prepared and ready, A-MMED is free to depart the Facility to fulfill its obligations to other nursing homes for Services;
 - The actual loading of the patients into the ambulances will be accomplished within the safest and most reasonable time frame given the circumstances then and there existing;
 - Facility patients will be limited to one small bag of personal effects, plus all medicine necessary for medical care, due to limited space;
 - A-MMED is not responsible for the personal belongings of any Facility patient; and
 - No family member(s) of Facility patients will be allowed on A-MMED ambulances, either upon evacuation or return from evacuation;
10. Type of Transportation - The parties acknowledge that the Emergency Preparedness Plan and the ESF Plan specify the type of transportation Facility must provide to its patients, and that by entering into the Agreement with A-MMED, Facility is fulfilling all of its legal duties and obligations pursuant to the laws in this regard and A-MMED is acting solely pursuant to Facility's instructions regarding type of transportation for Facility patients.
11. Transportation Matched to Patient - The parties agree that the patient's medical condition and needs must correspond to the type of ambulance that can best accommodate the patient during the evacuation process and return, and Facility hereby represents and

guarantees that it will specifically provide for this in the Emergency Preparedness Plan and ESF Plan Facility submits to DHH. The parties further agree that A-MMED has no legal duty, obligation, or liability in this regard if Facility fails to fulfill its legal duties and obligations herein.

12. Limitation on Number of Non-Ambulatory Patients – In no event will A-MMED be obligated pursuant to the Agreement to accept no more than _____ non-ambulatory Facility patients;
13. Needs of Patient - Facility will comply with all laws requiring it to provide for the needs of its patients while being evacuated, including by example, but not limited to, air conditioned ambulances to the extent it is reasonably feasible, adequate supplies of food, water, and medicine, including acknowledgment of special dietary needs of a patient, along with adequate and trained staff during every part of the evacuation and return of Facility's patients.
14. Adequate Personnel - Facility agrees that it will have trained and adequately staffed personnel to assist with the loading and unloading of its patients at all points during the emergency evacuation process and completion of the emergency evacuation process;
15. Process for Return of Patients - The parties further agree:
 - A-MMED's sole obligation with respect to return of patients to the Facility is to implement the return of Facility's patients at Facility's directions and instructions, once the mandatory evacuation order has been lifted by the appropriate governing authority;
 - Facility will comply with all laws regarding the return, reoccupying and/or reopening of Facility for the patients;

- The process for requesting return of patients to Facility will be the same as the process for requesting evacuation of patients. For example, and without limitation, telephone requests for return of patients must be confirmed in writing no more than three (3) hours from the time A-MMED receives an initial telephone request from Facility to return patients to Facility;
- The written confirmation requesting return of patients to Facility must be received at A-MMED's facsimile number, (504) 362-9431;
- Once A-MMED receives written request from Facility to return patients to Facility, the return scheduling will only be accomplished on a first-come, first-serve basis, meaning that the priority of return of Facility patients will be governed by the order in which written confirmation of the request for Services pursuant to the Agreement is received by A-MMED; and
- All other provisions, terms, and conditions contained in the Agreement that apply to the evacuation of Facility patients apply equally to Facility's requests for return of patients to Facility.

16. A-MMED's Obligations - The parties acknowledge that A-MMED's obligations pursuant to the Agreement are:

- To transport Facility's patients in accordance with Facility's request when a mandatory evacuation order has been issued by the appropriate government authority;
- To return the patients from the evacuation location when and it has been deemed appropriate by federal, state, or local authority for the safe return of Facility's patients, to the parish in which the nursing home is located; and

- To have all ambulances used in the evacuation process in compliance with applicable federal, state, and local laws, including city or parish inspection standards.

17. Supplemental Transportation Assistance - The Parties hereby agree and acknowledge that given the number of patients in nursing homes in Louisiana, and recognizing that A-MMED has agreed in good faith to exert its best efforts to carry out the terms and conditions of this Agreement, both federal and state law recognize and provide for supplemental transportation services in a mandatory evacuation situation. As an example, LSA-R.S. 29:766 *et seq.* in general, and 29:766 (G)(4) in particular, provide:

(G)(4) If a nursing home determines that it should evacuate and encounters problems with obtaining transportation from its transportation service provider required under R.S. 40:2009.25, the nursing home shall notify its local or parish office of homeland security and emergency preparedness & ask for assistance with transportation. If they are not able to assist, the local or parish office must notify the Gov's Office of Homeland Security and Emergency Preparedness; if unable, essentially FEMA is the last resort.

18. Supplemental Transportation Assistance – No Liability - The Parties recognize and agree that while A-MMED has agreed to comply with its terms and obligations of the Agreement in all respects, that given the uncertain nature of a natural disaster such as a tropical storm or hurricane and the exigent circumstances that may arise therefrom, that it will not be responsible for any and all harm and/or injury that may occur in the process of, or result from, the providing of said supplemental assistance by the state or federal government.

19. Existing Service Agreement - A-MMED and Facility acknowledge they have previously entered into an exclusive Service Agreement for A-MMED to provide emergency

ambulance services on an ongoing basis, the terms and conditions of which are incorporated herein. In the event any provisions of the Service Agreement and this Mandatory Evacuation Agreement conflict at the time a mandatory evacuation order is in effect, the provisions of this Mandatory Evacuation Agreement shall apply.

20. Billing Rates - All current billing rates as set forth in the Service Agreement or any addendum existing between A-MMED and the Facility shall apply to the provisions of the Agreement.
21. Term - This Agreement shall be for a term of one (1) year from its effective date unless renewed or extended by both parties in writing. Otherwise, the Agreement may be terminated by either party, with or without cause, provided the terminating party issues written notice to the other party at least 30 days prior to the effective date of terminations of the Agreement. The Agreement will automatically terminate in the event the Service Agreement existing between the parties terminates for any reason.
22. Notice – The notice required for termination of the Agreement, in addition to being in writing, shall be considered delivered and the service thereof completed, when the notice is posted, by registered mail, to A-MMED at A-MMED's address as stated in the Agreement. The written notice of termination of the Agreement must be sent by Facility by certified mail to A-MMED at the following address:

Ms. Sharlene Macera
A-MMED Ambulance, Inc.
1800 Monroe Street
Gretna, Louisiana 70053.

23. Indemnity - To the fullest extent permitted by law, Facility agrees to protect, defend, indemnify, and hold harmless A-MMED and its agents, officials, employees, or any firm, company, organization, or individual, or their contractors or subcontractors for whom A-

MMED may be contracted to, from any and against any and all claims, demands, actions, and causes of action of every kind and character including but not limited to claims based on negligence, strict liability, and absolute liability which may arise in favor of any person or persons on account of illness, disease, loss of property of any kind including personal property, services, wages, death or personal injuries arising from any and all services provided by A-MMED pursuant to the Agreement, regardless of whether A-MMED may be wholly, concurrently, partially, or solely negligent, or strictly liable, or absolutely liable or otherwise at fault.

Further, Facility hereby agrees to indemnify A-MMED for all reasonable expense and attorneys' fees incurred by or imposed upon A-MMED in connection therewith for any loss, damage, injury or other casualty. Facility further agrees to pay all reasonable expenses and attorneys' fees incurred by A-MMED in establishing the right to indemnify pursuant to the provisions of this Section.

24. Modification of Agreement - This Agreement may only be modified by the written agreement of the parties hereto. The parties agree that no alteration or variation of the terms and conditions of the Agreement will be valid unless they are made in writing and signed by all parties. Every amendment, alteration, or variation of the terms and condition of the Agreement must state the date on which its provisions shall become effective.
25. Severability - If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the Agreement shall not be affected and shall be enforced to the fullest extent permitted by law.

26. Jurisdiction - Facility agrees that by entering into the Agreement, it hereby waives jurisdiction and venue and submits to the jurisdiction of the district courts for the Parish of Jefferson, regardless of Facility's residence, domicile or principal place of business.
27. Good Faith - The parties acknowledge that they have entered into the Agreement in good faith and will exert their best efforts in order to discharge their respective obligations and duties pursuant to the Agreement.

A-MMED AMBULANCE, INC.

By: Diana Macere
Title: Marketing

Naxon Health at Marrero, Inc.
Facility

By: R. S. Lin
Title: General Counsel

2021 Nursing Home Emergency Preparedness Plan Survey

TRANSPORTATION COVER SHEET

TYPE or CLEARLY PRINT and attach a cover page to each transportation resource agreement, transportation contract, or verification of facility's ownership of transportation.

Example: If there are 5 transportation providers there should be 5 coversheets, one attached to the front of each signed and dated agreement, verification or contract.

If transportation is facility-owned, state that it is facility owned and provide verification of ownership and all applicable information. A photocopy of a vehicle's title or registration will be sufficient for verification of ownership. Ongoing contracts will need to be verified annually and signed by all parties.

Name of transportation resource provider (print):

ACADIAN AMBULANCE SERVICE

Contact Person: KEVIN SPANSEL

Phone # of Contact Person: 504.451.2610

Physical Address of transportation provider:

ACADIAN AMBULANCE SERVICE

PO BOX 98000

LAYFAT

Time Lines or Restrictions: H-Hour or the number of hours needed.

What is the latest time that transportation resource can be contacted according to agreement?

48 HRS

How long will it take the transportation to reach the facility after being contacted?

1-2 HRS

How long will the facility need to load residents and supplies onto the transportation?

1-2 HRS

Type (bus, van, car, ambulance, wheelchair) transport vehicle to be provided:

AMBULANCE

Total number of transport vehicles to be provided: 4

Total number and type (wheelchair, stretcher, seated) of passengers each vehicle will accommodate:

2-3

Is the transportation air conditioned? ☒ YES ☐ NO

IF transportation is facility owned attach verification of ownership.

Date of agreement/contract/verification: JANUARY 1, 2021

Date agreement/ contract ends: REVIEWED ANNUALLY - WITH AUTO RE-NEW UNLESS OTHERWISE SPECIFIED.

Acadian
AMBULANCE SERVICE
of NEW ORLEANS, L.L.C.

P.O. Box 98000 • LAFAYETTE, LA • 70509-9800

AMBULANCE
DISPATCH
511
800-259-1111

ADMINISTRATION
337-291-3333
800-259-3333

BILLING
800-259-2222

January 1, 2021

Marrero Healthcare
c/o Administrator
5301 August Ave
Marrero, LA 70072

Re: Evacuation Agreement

Dear Administrator:

In response to a request for verification from Marrero Healthcare (hereinafter "Facility"), please allow this to serve as confirmation that Facility currently has in place an Agreement for the evacuation of resident/patients in the case of a disaster, as required by the Louisiana Department of Health and Hospitals and in accordance with the terms and conditions of such Agreement. The Agreement auto renews annually unless otherwise terminated by either party. As of this Date, no notice of termination has been received and therefore such Agreement remains in full force and effect.

Sincerely,

DocuSigned by:

Kevin Spansel

5245CEE7D68D444
Kevin C. Spansel

Community Relations Supervisor
Acadian Ambulance Service, Inc.

TRANSPORTATION AGREEMENT

AGREEMENT, made this 5th day of April, 2015, between Acadlan Ambulance Service of New Orleans, LLC. (hereinafter AMBULANCE) and Nexion Health at Marrero, Inc. d/b/a Marrero Healthcare Center hereinafter SNF).

WHEREAS, the Balanced Budget Act of 1997 requires that certain Medicare services (including ambulance transportation) provided to residents of SNF are the responsibility of SNF and may be billed to Medicare only by SNF, and

WHEREAS, SNF wishes to provide medical transportation for its Medicare patients to and from the SNF, and

WHEREAS, AMBULANCE desires to make available certain medical transportation services to SNF,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Medical Transportation - AMBULANCE shall make ambulance services available to SNF twenty-four (24) hours per day, seven (7) days per week, including holidays. Ambulance shall make ambulance services available to all residents of facility, as directed by facility and bill facility according to Schedule A.
2. Bariatric Services - Bariatric services may be provided, based upon availability of bariatric unit, patient necessity, for a patient whose weight is excess of 600 pounds or request from FACILITY.
3. Dispatch - Dispatch service shall be available twenty-four (24) hours per day, seven (7) days per week, including holidays.
4. Staffing - All ambulances will be staffed with the minimum local, state and federal requirements.
5. Vehicles - All medical transportation vehicles will be equipped to meet all local, state and federal requirements.
6. Reports - AMBULANCE will provide statistical data identifying medical transportation services to and from SNF as reasonably requested.
6. Billing - Ambulance shall bill and SNF shall be subject to the Medicare prevailing rates for the geographic area in which services are provided for all services for which SNF is legally responsible to pay. Ambulance shall bill Medicare Part B for any ambulance services that are not the responsibility of SNF. Wheelchair transport rates shall be billed at Ambulance's contracted rates, updated annually, and shall be provided to SNF upon request. Exhibit A is an example of the published Medicare rates.
7. Payment - SNF shall pay AMBULANCE within ~~thirty (30)~~ ^{sixty (60)} days of receiving a bill for services for which the SNF is legally responsible. If payment is not made within the ~~thirty (30)~~ ^{sixty (60)} day period, SNF shall be responsible to pay interest at the same rate as is required by Medicare.
8. Medical Necessity - For services that are requested by SNF, it shall be the responsibility of SNF to provide to Medicare any medical necessity documentation required to process the Medicare claim. SNF agrees to provide any information within its control that may be necessary to document medical necessity for the ambulance.
9. Medicare Overpayments - AMBULANCE shall not be responsible to indemnify SNF for any services Medicare determines to be not medically necessary and which Medicare paid to the SNF.
10. Certificates of Medical Necessity - SNF shall be responsible for obtaining physician certificates of medical necessity, where required by Medicare for all ambulance transportation of its residents, regardless of which party is responsible for billing.

(BFL)
* Facility is not responsible for payment of invoices submitted more than 120 days after date of
invoiced service unless Facility's authorized agent specifically consents in writing
to pay such invoice due to unforeseeable circumstances.

11. Documentation -

A. BY AMBULANCE - AMBULANCE will maintain a trip report, prepared by the crew, for all transports of SNF patients whether the origin or destination is the SNF. AMBULANCE will provide SNF with a copy of such trip reports, upon request.

B. BY SNF - SNF will inform AMBULANCE at the time ambulance services are ordered, whether the trip is for services to a SNF patient. That information will be confirmed in writing by SNF within 24 hours of any trip, along with information indicating the purpose of the trip (i.e. what services the patient will receive at the hospital or other facility) and the medical reason an ambulance is needed. In the event of any dispute regarding responsibility of billing, SNF will provide AMBULANCE with a copy of the Resident Assessment Instrument, maintained by SNF for each SNF patient or other documentation that will allow AMBULANCE to determine billing responsibility.

12. Independent Contractor - AMBULANCE is at all times an independent contractor and not an agent or employee of SNF. No act of commission or omission by either party shall make the other a principal, agent or employee of the other.

13. Insurance - AMBULANCE shall maintain at its expense, policies of comprehensive public liability, medical/professional liability, and motor vehicle insurance against all claims for damages or loss of property, and for bodily injury including death, resulting from AMBULANCE's or its employees negligence, with minimum limits of \$1,000,000. AMBULANCE agrees to maintain insurance coverage with carriers in limits mandated by law for workers compensation, occupational disease and employer liability.

14. Indemnification -

A. AMBULANCE agrees to defend, indemnify, and hold harmless SNF from and against any and all claims, actions, liability, damage, loss and expense, including reasonable attorneys fees, by reason of injury, damage to property, illness or death to any person or persons to the extent occurred by the act or omission of AMBULANCE or its employees arising out of or in any way connected with AMBULANCE's performance under this Agreement.

B. SNF agrees to defend, indemnify, and hold harmless AMBULANCE from and against any and all claims, actions, liability, damage, loss and expense, including reasonable attorneys fees, by reason of injury, damage to property, illness or death to any person or persons to the extent occurred by the act or omission of SNF or its employees arising out of or in any way connected with SNF performance under this Agreement.

15. Term of Agreement - The initial term of this agreement is for a period of one year, commencing April 15, 2015 and ending April 14, 2016.

16. Renewal

a) This Agreement shall automatically renew for successive terms of one year each (each, a "Renewal Term"), unless either party gives written notice to the other party at least ~~thirty (30)~~ ^{Sixty (60)} days prior to the expiration of the Primary Term, or Renewal Term of this Agreement as applicable, that this Agreement is not to be renewed.

b) The terms and conditions of the Renewal Term(s) shall be the same as those contained herein, except that the billing and reimbursement rates/amounts contained herein shall be subject to good faith negotiation between the parties. Should the parties fail to reach an agreement on a billing and reimbursement rate/amount, notwithstanding their good faith efforts to do so, then this Agreement shall not renew and shall terminate at the expiration of the then current Primary Term or Renewal Term.

In addition to the above, upon the completion of the initial year of the agreement, either party shall be free to terminate this agreement by providing 30-days written notice to the other party. All notices of

(30) 60 days

termination must be in writing and delivered or sent registered mail to the address listed in section 19, "Notices".

Failure to return this Agreement to Acadlan, executed by Facility, within 30 days of the commencing date written above shall render this Agreement null and void and any services provided to facility shall be charged and billed at customary rates.

17. Record Retention - Each party agrees to maintain all records hereunder for a period of six (6) calendar years following the last year of service and to make such a record (operating and financial) available to the other party and to all officers, staff, or representatives of all federal, state, and local governmental agencies upon request thereof, and to cause all subcontractors (where the amount exceeds \$10,000 in any one (1) year) to do likewise.
18. Incident Reports - All incidents, including accidents, unusual delays in service, or injury to a resident, SNF personnel or attendant, must be reported, in writing to the SNF.
19. Notices - All notices hereunder to be effective must be in writing and delivered or sent registered mail to the following addresses listed below:

To AMBULANCE:

David L. Kelly, Executive Vice President
Acadlan Ambulance Service
Post Office Box 98000
Lafayette, LA 70509-8000

To SNF:

Sweeney, Philip, NFA
Marrero Healthcare of Marrero
5301 August Avenue
Marrero, LA 70072

With a copy to:
Brian P. Lee, General Counsel
Nexion Health at Marrero
Marrero Healthcare Center
6937 Warfield Avenue
Sykesville, LA 21784

20. Confidential Information - Each party agrees to maintain information received in a confidential matter.
21. Laws - This Agreement shall be construed in accordance with the laws of the State of Louisiana.
22. Entire Agreement - This Agreement constitutes the sole and entire agreement between the parties concerning the subject matter hereof, and may not be modified, discharged or amended except in writing signed by the duly authorized officers of each party.

ACADIAN AMBULANCE SERVICE of NEW ORLEANS, LLC.

DATED: 4-27, 2015

By: Steve Kuiper
Title: Regional Vice President

Nexion Health at Marrero, Inc. d/b/a Marrero Healthcare Center

DATED: 4-21, 2015

By: Brian P. Lee
Title: General Counsel

Exhibit A – Transport Rates & Service Descriptions

1. Rates

A. Medicare Allowables – Local 01

BLS Non-Emergency	A0428	\$223.37 per transport
ALS1 Non-Emergency	A0426	\$268.05 per transport
BLS Emergency	A0429	\$357.40 per transport
ALS1 Emergency Transport	A0427	\$424.41 per transport
ALS2 Emergency Transport	A0433	\$614.27 per transport
Critical Care Transport	A0434	\$725.96 per transport
Mileage	A0425	\$7.27 per mile

*This is an example of the published rates. These rates are subject to change annually when rates are published by the Centers for Medicare and Medicaid Services. You may refer to the CMS link below for more information.
<http://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/AmbulanceFeeSchedule/qfaq.pdf.html>*

B. Standard Wheelchair

Wheelchair Transport, one way	\$55.00
Mileage, beyond 10 miles	\$3.50
<i>Mileage is applied per mile</i>	

C. Other

Bariatric Surcharge	\$250.00 per transport
<i>(Rate applies in addition to appropriate base rate in Section A or B above.)</i>	

2. Service Descriptions

HCPC Code	Type of Service	Description of Service
A0428	BLS	Basic Life Support (BLS): Where medically necessary, the provision of basic life support (BLS) services as defined in the National EMS Education and Practice Blueprint for the EMT-Basic including the establishment of a peripheral intravenous (IV) line, to the extent permitted by State law.
A0429	BLS-E	Same as above, but rendered under emergency conditions.
A0426	ALS	Advanced Life Support, Level 1 (ALS1): Where medically necessary, the provision of an assessment by an advanced life support (ALS) provider and/or the provision of one or more ALS interventions. An ALS provider is defined as a provider trained to the level of EMT-Intermediate or Paramedic as defined in the National EMS Education and Practice Blueprint. An ALS intervention is defined as a procedure beyond the scope of an EMT-Basic as defined in the National EMS Education and Practice Blueprint, to the extent permitted by State law.
A0427	ALS-E	Same as above, but rendered under emergency conditions.
A0433	ALS2	Advanced Life Support, Level 2 (ALS2): Where medically necessary, transportation either by ground ambulance vehicle, medically necessary supplies and services, three separate administrations of one or more medications by intravenous push/bolus or by continuous infusion excluding crystalloids (hypotonic, isotonic and hypertonic solutions) such as dextrose, normal saline or Ringer's lactate, or transportation, medically necessary supplies and services, and the provision of at least one of the following procedures: Manual resuscitation/cardiopulmonary resuscitation, Endotracheal intubation, Central venous line, Cardiac pacing, Chest decompression, surgical airway, intraosseous line.
A0434	SCT	Specialty Care Transport (SCT): Where medically necessary, in a critically injured or ill patient, a level of inter-facility service provided beyond the scope of the Paramedic as defined in the National EMS Education and Practice Blueprint. This is necessary when a patient's condition requires ongoing care that must be provided by one or more health professionals in an appropriate specialty area (nursing, medicine, respiratory care, cardiovascular care, or paramedic with additional training); to the extent permitted by State law.

Emergency Evacuation Request and Guarantee of Payment

Nexlon Healthcare ^{at} ~~of~~ ^{Inc.} Marrero, d.b.a. Marrero Healthcare ^{Center} (hereinafter referred to as "Facility"), whose address is 5301 August Ave. Marrero, LA 70072, and [check one] ☒ Acadian Ambulance Service of New Orleans, LLC ☐ Acadian Ambulance Service, Inc. (hereinafter referred to as "Acadian") hereby enter into this agreement effective this 15th day of January, 2015 for purposes of facilitating the scheduled ground transportation* and evacuation of patients meeting medical necessity guidelines, from Facility, due to hurricane, natural disaster, or other act of God (hereinafter an "Event").

This Agreement shall have a primary term of one year from January 1, 2014⁵ through December 31, 2014⁵ and shall renew annually unless either party gives written notice to the other of its intent not to renew at least 30 days prior to the expiration of the term then in effect. In addition, either party may cancel this agreement by giving the other party 90 days written notice of such cancellation which shall become effective on the latter of the noticed date of cancellation or 91 days from the date of mailing same.

Facility agrees and understands that it is Facility's responsibility to request evacuation services under this Agreement which must be made as set forth herein and in the form attached hereto as Exhibit A (fully incorporated herein by reference). Acadian shall have no obligation to facilitate the transport of patients of Facility, who must meet medical necessity guidelines, until the fully completed Evacuation Request Form (Exhibit A) and the designation of a destination facility acceptable to the transporting agency are received by Acadian from Facility and such receipt has been confirmed. It is the sole responsibility of Facility to designate such a destination facility/ shelter and to confirm that such shelter/ facility is in agreement to accept Facility's patients. The designated shelter must be within a reasonable distance of 200 miles unless specifically accepted in writing by an authorized Acadian representative. Furthermore, should the shelter so designated by Facility stop accepting residents or if any designated destination is at a distance which would hinder Acadian's ability to facilitate the evacuation of other facilities, it shall be the responsibility of Facility to secure an alternate destination for transportation of patients satisfactory to Acadian. Facility understands and agrees that Acadian has limited resources. Therefore, Acadian agrees to use good faith efforts to accommodate any request with either internal resources or in coordination with state, federal and/or mutual aid assets when request for transport is made, as required herein, at a minimum of 48 hours prior to wind speeds reaching 40 mph. Thereafter, transportation shall be performed on an as available basis without any guaranty of performance. Furthermore, if mutual aid resources are not available for the request and Acadian resources are not available, Acadian may give notice of the request to the local EOC command with jurisdiction over the Event and Acadian shall notify Facility of same at which time Acadian's obligations hereunder shall be deemed fulfilled.

If, under any circumstance, Facility is not prepared to evacuate upon arrival by Acadian or coordinated resources, Acadian's obligation hereunder shall terminate. The schedule of evacuations shall be at the sole determination of Acadian and its mutual aid partners based on availability of resources and proximity of Facility to the threatened area. At the conclusion of the event and upon request of Facility and acceptance by Acadian,

Acadian Ambulance Service, Inc.

Printed: 4/13/2015

Acadian or coordinated resources shall at a mutually agreed upon time, return residents and inpatients from the designated shelter back to Facility.

Facility also understands and agrees should conditions in the area in which facility is located deteriorate so that labor and resources, if not immediately removed, would be put in harm's way, Acadian and its coordinated providers have the right to cease all transports under this agreement and resume when conditions allow. The decision to cease such operations shall be determined in good faith by the provider rendering services and Acadian shall not have any liability, obligation or otherwise to Facility or residents for non-performance under these circumstances. However, Acadian shall inform facility as soon as practicable of the removal of resources under this paragraph when known.

Facility hereby agrees to be responsible for and pay all cost associated with the transportation of patients from the Facility during the evacuation and post event. The rates that Acadian shall charge Facility when Facility pays Acadian for ground ambulance transports shall be the Medicaid Allowable rates in effect at the time service is provided. The parties acknowledge that the Medicaid rates as of the effective date are as follows: \$105.98 per transport + \$6.34 per mile per way for each transport performed under this Agreement. For multiple patients transported in the same vehicle, the mileage will be pro-rated by the number of patients transported in that same vehicle. Facility agrees that it shall pay all sums owed to Acadian Ambulance within ⁶⁰~~30~~ days of presentation of an invoice by Acadian Ambulance for services performed at the address set forth below. It shall be the facilities responsibility to bill any local, state or federal agency, including FEMA, for reimbursement of amounts expended for evacuation and return services. Acadian shall not be limited or restricted by the reimbursement schedule of any state or federal agency making payment or being called upon to make payment or reimbursement to Facility, in its collection of amounts owed hereunder. *

Acadian shall not be responsible for any breach of this Agreement resulting from failure in communication systems not caused by the gross negligence of Acadian.

This Agreement is for the benefit of the named parties only, there being no third party beneficiaries with rights under same.

This Agreement shall be governed in accordance with the laws of the State of Louisiana. Any disputes arising in connection with this Agreement shall be venued in Lafayette, Louisiana.

All notices required to be given herein or payments made (if applicable) shall be made as follows:

Request for service, in the form attached hereto as Exhibit A With a follow-up phone call to confirm receipt.

Notice & Payment:

If to:

Acadian Ambulance Service, Inc.
Acadian Ambulance Service of New Orleans, LLC
PO Box 98000
Lafayette, LA 70509-8000

If to:

Marrero Healthcare
5301 August Ave
Marrero, LA 70072

* Air services may be available upon request, but are not a covered service under this Agreement.

Acadian Ambulance Service, Inc.

Printed: 4/13/2015

2021 Nursing Home Emergency Preparedness Plan Survey

TRANSPORTATION COVER SHEET

TYPE or CLEARLY PRINT and attach a cover page to each transportation resource agreement, transportation contract, or verification of facility's ownership of transportation.

Example: If there are 5 transportation providers there should be 5 coversheets, one attached to the front of each signed and dated agreement, verification or contract.

If transportation is facility-owned, state that it is facility owned and provide verification of ownership and all applicable information. A photocopy of a vehicle's title or registration will be sufficient for verification of ownership. Ongoing contracts will need to be verified annually and signed by all parties.

Name of transportation resource provider (print):

ROSS BUS COMPANY

Contact Person: Billy Schwertz

Phone # of Contact Person: 985.798.7011

Physical Address of transportation provider:

428 west 23rd street
LAROSE, LA. 70373

Time Lines or Restrictions: H-Hour or the number of hours needed.

What is the latest time that transportation resource can be contacted according to agreement?

24 HRS.

How long will it take the transportation to reach the facility after being contacted?

1.5-2 HR

How long will the facility need to load residents and supplies onto the transportation?

1-1.5 HR PER VEHICLE

Type (bus, van, car, ambulance, wheelchair) transport vehicle to be provided:

SCHOOL BUS

Total number of transport vehicles to be provided: Enough to cover residents and staff of the facility as appropriate.

Total number and type (wheelchair, stretcher, seated) of passengers each vehicle will accommodate:

2-3 wheelchair residents per vehicle and as many as 16-65 seated passengers

Is the transportation air conditioned? ☒ YES ☐ NO

IF transportation is facility owned attach verification of ownership.

Date of agreement/contract/verification: February 23, 2021

Date agreement/ contract ends: REVIEWED ANNUALLY - WITH AUTO RE-NEW UNLESS OTHERWISE SPECIFIED.



EMERGENCY EVACUATION SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement"), dated this 14th day of February, 2020, by and between B&L Transportation, Inc. ("Company") and Nexion Health entities listed on Exhibit B, each a Delaware corporation, each a "Facility".

WITNESSETH:

WHEREAS, each Facility (except Maison Jardin Senior Living) is a skilled nursing facility providing subacute, skilled and custodial services in Louisiana; and

WHEREAS, each Facility desires that certain transportation services be made available for its residents in the event of an emergency requiring the evacuation of the Facility; and

WHEREAS, Company is a supplier of bus transportation services and desires to supply certain transportation services to Facility residents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Company and Facilities (individually, a "Party" and collectively, the "Parties") agree as follows:

AGREEMENTS:

1. Services to be Supplied by Company:

In the event that a Facility is required to evacuate in the event of a natural disaster or other event, Company shall supply enough buses to transport residents and staff of the Facility between the Facility and a destination designated by the Facility during this time of crisis ("Destination").

After the cause of the evacuation has ended, and upon receiving clearance from proper authorities, Company shall return the residents and staff of the Facility from the Destination to the Facility at the earliest possible time, taking into consideration weather, road conditions and other factors.

2. Required Notice:

A Facility shall notify Company with as much advance notice as possible (but at a minimum twenty-four (24) hours notice) of the need for Company's services.

3. **Consideration:**

Facility shall pay Company as set forth in Attachment A. Facility shall pay all sums owed to Company within sixty (60) days of presentation of an invoice by Company. Facility is not responsible for payment of invoices submitted more than 120 days after date of invoiced service unless Facility's authorized agent specifically consents in writing to pay such invoice due to unforeseeable circumstances.

4. **Term:**

The initial term of this Agreement shall be for one (1) year and commence upon execution of this Agreement by the Parties. This Agreement shall renew annually thereafter unless otherwise terminated by either Party with or without cause upon sixty (60) days' written notice.

5. **Taxes:**

Company shall be responsible for all sales taxes, personal property taxes, business license fees, and any and all other taxes assessed against the business of or Service performed by Company. Company, at its sole cost and expense, shall be responsible for obtaining any and all necessary licenses and permits from the State of Louisiana or any other government agency to permit Company to perform the service. All persons supplying the service shall be employees of the Company and not of the Facility.

6. **Reservations:**

Company shall have the right to change the Destination only in the event that it determines that travel to the Destination would be hazardous or dangerous to persons or property or upon orders from proper governmental authorities; however, the Company and Facility shall, to the extent possible, agree on the change of Destination prior to departure from the Facility.

7. **Indemnification/Liability:**

Facilities agree to carry comprehensive/collision and Automobile liability (including hired/non-owned) insurance, with a limit of not less than \$1,000,000 per occurrence, and to designate B&L Transportation, Inc. as additional insured and loss payee on such insurance and to cause delivery of a certificate evidencing such upon request.

- **Additional Insurance Requirements:**

- Additional Insured: The General Liability, Auto and excess/umbrella liability insurance policies will be endorsed to add the following as an "Additional Insured": **B&L Transportation, Inc. its parent company, affiliates, and subsidiaries, their officers, agents and employees.**
- Waiver of Subrogation: All insurance policies (GL, Auto, WC/EL, and Umbrella) will be endorsed to provide a Waiver of Subrogation in favor of: **B&L Transportation, Inc., its parent company, affiliates and subsidiaries, their officers, agents and employees.**

Facilities agree to indemnify, protect, save, and hold harmless B&L Transportation, Inc., its parent company, affiliates, officers, directors, assigns, agents and employees from any and all lawsuits, liabilities (including, without limitation, strict liability) damages, injuries, claims, demands, and expenses (including legal expenses) of whatever kind and nature, arising on account of the manufacture, use, storage, maintenance, repair, condition (including without limitation latent and other defects, whether or not discoverable), operation and ownership of equipment, regardless of by whomsoever used, operated, maintained, or stored even if B&L Transportation, Inc. is alleged or found to be negligent (whether jointly, comparatively, or concurrently), strictly liable or otherwise at fault. Facilities agree to bear all risks of loss, and indemnify B&L Transportation, Inc. against damage, theft, loss or destruction, partial or complete, and upon written notice by B&L Transportation, Inc. of the assertion of a claim arising directly out of Facilities' use of the equipment, Facilities shall assume full responsibility for defense thereof. This covenant of indemnify shall continue in full force and effect notwithstanding termination of this agreement.

8. Attorney Fees:

If any action at law or equity shall be brought for any breach hereof or the endorsement or interpretation of any clause or part of this Agreement, then the prevailing Party shall be entitled to recover from the other Party, as part of the prevailing Party's cost, reasonable attorney's fees, the amount thereof to be set by the court as part of any award.

9. Independent Contractor Status:

Both Parties are independent contractors. Neither Party is authorized or permitted to act as an agent or employee of the other. Nothing in this Agreement shall in any way alter the control of the management, assets, and affairs of the respective Party. Neither Party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or a legal nature incurred by the other Party of this Agreement.

10. Non-Discrimination:

Each Party agrees to comply with Title VI of the Civil Right Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all related regulations and other applicable laws, to ensure that it does not discriminate against any recipient of services hereunder on the basis of race, color, sex, creed, national origin, age or handicap, under any program or activity receiving Federal financial assistance.

11. Entire Agreement; Modification:

This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended, altered or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

12. Non-Exclusive Agreement:

The Parties to this Agreement acknowledge that this Agreement does not exclude, prevent or prohibit either Party from entering into similar arrangements.

13. Waivers:

Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the Party or Parties entitled to the benefit thereof, but any such waiver must be in writing and must comply with the notice provisions contained in Section 15. The failure of any Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

14. Assignment:

This Agreement shall not be assigned in whole or in part by either Party hereto without the express written consent of the other Party.

15. Notices:

Any notice required or allowed to be given hereunder shall be deemed to have been given upon deposit in the United States mail, registered or certified, with return receipt requested and addressed to the Party to this Agreement to whom notice is given, at the following addresses, or such other address as either Party may designate in writing by notice:

If to Company: B&L Transportation, Inc.
428 West 23rd Street
Larose, LA 70373

If to Facility: Nexion Health Entities listed in Exhibit B
6937 Warfield Avenue
Sykesville, MD 21784
Attn: General Counsel

16. Choice of Law:

This Agreement shall be governed by and construed in accordance with the laws of the state in which the facility is located.

17. Entire Agreement:

This Agreement constitutes the entire agreement between the Parties and contains all of the agreements between them with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof.

2021 Nursing Home Emergency Preparedness Plan Survey

SUPPLY CONTRACTS COVER SHEET

TYPE or CLEARLY PRINT and attach a cover page to each type of supply agreement or of supply contract. Complete this cover page for each supplier named in the facility plan.

Example: If there are 5 supply contracts there should be 5 coversheets, one attached to the front of each signed and dated contract. If there are 5 suppliers named in one agreement there should be 5 coversheets attached to that agreement.

Ongoing supply contracts will need to be verified annually and signed by all parties.

Type of Supply: PHARMACY SERVICES

Name of Supplier:

NORTHEAST LOUISIANA PHARMACY, LLC DBA NATIONAL PHARMACY

Contact Person: CHERMAINE HOPKINS

Phone # of Contact Person: 318.465.2605

FAX#: 318.629.1387

E-Mail Address: _____

Indicate where the supplies are to be delivered to;

- ☒ Evacuation host site
- ☒ Nursing home's licensed facility
- ☒ determined upon decision of sheltering or evacuating

Time Lines or Restrictions: H-Hour or the number of hours needed.

What is the latest time that supplier can be contacted according to agreement?

24 HRS

How long will it take to receive the delivery?

1-2 HRS

Date of agreement/contract/verification: 06/29/2005

Date agreement/contract ends: AUTOMATICALLY RENEWS ANNUALLY

PHARMACY SERVICES AGREEMENT

THIS PHARMACY SERVICES AGREEMENT ("Agreement") is entered into effective June 20, 2005 ("Effective Date"), between Northeast Louisiana Pharmacy, LLC dba National Pharmacy Services ("Pharmacy"), a duly licensed pharmacy in the State of Louisiana and Nexion Health Management, Inc., ("Nexion") on behalf of the Delaware corporations operating the skilled nursing facilities listed in Exhibit D ("Facilities").

Pharmacy and Nexion agree as follows:

ARTICLE 1. PHARMACY'S RESPONSIBILITIES.

1.1 Pharmacy Services. Upon a Facility's request, Pharmacy shall provide the goods and services ("Services") identified below.

A) Routine Services and Delivery. During Pharmacy's usual hours of operation, Pharmacy shall provide pharmaceuticals and routine pharmaceutical services to inpatients and outpatients of the Facility ("Residents"). Pharmacy shall deliver pharmaceuticals to Facility within a reasonable time after receipt of a request (usually same day), except for circumstances and conditions beyond its control. If for any reason Pharmacy is unable to deliver requested item(s) within a reasonable time, Pharmacy shall promptly notify Facility. Pharmacy will at all times use its best efforts to secure and deliver all ordered drugs and supplies.

B) Emergency Services.

i) Pharmacy shall have available Emergency pharmaceutical services twenty-four (24) hours per day, seven (7) days per week. If for any reason Pharmacy is unable to deliver such emergency requested pharmaceutical(s), Pharmacy shall notify Facility of its inability to deliver such items and shall assist Facility to obtain any required item.

ii) Pharmacy shall supply and replenish emergency drug kits in conformance with the policies and procedures of Facility, and in accordance with state, local, and federal laws, regulations, and standards. Supplies provided for Emergency kits shall be billed in accordance with state, local, and federal standards.

C) Consulting Services. Upon Facility's request, Pharmacy shall provide the consulting services identified on the Menu of Consulting Services, attached hereto as Addendum A, and incorporated into the terms of this Agreement.

D) Intravenous ("IV") Pharmaceutical Services.

i) **IV Drugs Provided.** Pharmacy shall make Services available to Facility's Residents, via peripheral and central venous access, including hydration, antibiotic therapy, vitamin supplementation, parenteral nutrition, electrolyte replacement, diuretics, steroids, H2 antagonists, and anti-emetic therapy, approved by Facility's medical staff and Resident's attending physician. Pharmacy shall supply generic equivalents of brand drugs where applicable state law and regulations allow.

ii) **IV Therapy Nurses.** IV Therapy Nurses are not included in this Agreement.

E) Equipment. If permitted by applicable law or regulation, Pharmacy may make available medication carts, treatment carts and/or facsimile machines to Facility necessary to ensure proper ordering, delivery, reordering, and storage of medications. Such equipment shall be used by Operator solely in connection with this Agreement and for no other purposes. All equipment shall remain the property of Pharmacy and shall be returned to Pharmacy upon termination of this agreement.

1.2 Representatives. Upon Facility's request, Pharmacy shall designate a representative who shall participate in Facility's committees requiring representation of Pharmacy. Any decisions made by such committees shall be the ultimate responsibility of Facility, and Pharmacy shall have no liability for any committee actions.

1.3 Professional Judgment. The dispensing of prescriptions or supplies is subject to the professional judgment of the dispensing pharmacist and Resident's attending physician and all decisions regarding the dispensing of prescriptions or supplies shall be the ultimate responsibility of Facility and Resident's attending physician.

1.4 Pharmacy's Licensure. Where required by applicable law, Pharmacy shall be licensed and certified in the state in which Pharmacy is furnishing Services; Pharmacy shall deliver copies of any applicable licenses or certificates to Facility upon request. Pharmacy shall comply with the written policies and programs that have been provided to it by the Facility.

ARTICLE 2. RESPONSIBILITIES OF OPERATOR.

2.1 Operations. Operator shall operate the Facility pursuant to applicable laws and regulations, maintain all federal licenses and certificates required to operate the Facility and provide Services to Residents, and deliver copies thereof to any party upon request. Operator shall deliver to Pharmacy notification of any actual or threatened suspension of its licenses or certifications. Operator assures, with Pharmacy's cooperation, the medical necessity of all Services and the complete, timely and accurate submission of all bills or claims submitted to payor.

2.2 Resident Authorization. Operator shall determine Resident eligibility for goods and services and obtain all authorizations to submit claims on behalf of Residents. Operator may authorize Pharmacy to assist Facility to obtain such authorizations, including but not limited to, physician orders.

2.3 Documentation. Operator shall (a) provide Pharmacy with all required prescriptions, orders or other approvals required under federal or state law or Facility policy to authorize Pharmacy to provide any pharmaceuticals, (b) provide a safe and secure environment and storage for the pharmaceuticals, and (c) be responsible for the administration and documentation concerning the pharmaceuticals in accordance with federal and state law and third party payor requirements.

2.4 IV Therapy. Facility nursing staff shall be trained in infusion therapy and shall maintain training to ensure its ongoing competence and skills, if Facility provides IV therapy services to its Residents.

2.5 Space, Equipment, and Support Services. Operator shall provide adequate working space and equipment for the provision of Services. Equipment and materials placed at the Facility by Pharmacy shall be used exclusively for purposes of this Agreement. Upon termination of this Agreement, Operator shall return equipment and materials, in the same condition as when delivered to Facility, subject to reasonable wear and tear.

ARTICLE 3. COMPENSATION, FEE SCHEDULES, AND REIMBURSEMENT.

3.1 Operator Reimbursement and Payment to Pharmacy. Operator shall pay Pharmacy for Services in accordance with the Fee Schedule attached hereto as Addendum C, or Addendums A and B, as applicable. Operator shall pay Pharmacy for Services rendered within 60 days of invoice date (the "due date"). Except for applicable co-pays and deductible amounts, Pharmacy shall not seek reimbursement for Services from any Resident, unless collection is permitted under applicable law, and is agreed to by Operator and any third party payor.

3.2 Submission of Claims to Payors. Operator shall submit all claims for reimbursement to the appropriate payor, including governmental agencies or fiscal intermediaries, within thirty days (or earlier if required by a payor) from the date Services are rendered. Within fifteen days of request, Operator shall deliver copies of such claims to Pharmacy.

3.3 Medicare/Medicaid Documentation. Prior to transmitting any bill for Services, Operator shall ensure, with appropriate Pharmacy assistance, all supporting documentation is available to demonstrate that such Services and supplies were actually and appropriately provided to a Resident.

3.4 Third-Party Payor Information. Operator shall deliver to Pharmacy current information concerning the identity and eligibility of Residents who are to receive Services, any third party payors, any applicable benefit limitations and requirements, and any other similar information reasonably requested, and shall notify Pharmacy of any changes in such information. Operator shall provide Pharmacy with access to information necessary to properly categorize, code, and bill for Resident Services under the Medicare system or other third party payor, although Operator retains final responsibility for the timeliness, accuracy, and completeness of such submissions.

3.5 Pharmacy Reimbursement. Operator shall notify Pharmacy as to the status of each Resident's source of reimbursement for prescription drugs and supplies and shall promptly notify Pharmacy as to changes in status or source of reimbursement. Pharmacy shall be responsible for billing and collecting for the pharmaceuticals provided to Residents as follows:

A) Third Party Payment. Pharmacy shall bill Resident's source of reimbursement (a "third party payment plan") in accordance with the usual and proper method of billing required or accepted by the applicable third party payment plan. Pharmacy shall accept any rejections of claims by such third party payment plan, subject to applicable appeal procedures. If Medicare, the Veterans Administration or any other plan includes the cost of pharmaceuticals in its rate paid to Operator, Pharmacy shall bill Operator which shall be responsible for the cost of the pharmaceuticals furnished to the covered Resident.

B) Private Pay. Pharmacy shall bill Resident directly for any co-payments, deductibles or non-covered pharmaceuticals.

C) Operator Billing. Operator shall pay Pharmacy for any pharmaceuticals purchased directly by Operator and for Medicaid non-covered items for which Operator is responsible for payment. Operator shall pay Pharmacy for all Medicaid pending accounts remaining unpaid over 90 days.

D) Third Party Payment Information. Operator shall provide complete information to Pharmacy regarding Residents' third party payment plans and all information needed by Pharmacy in order to bill the appropriate third party payment plan for the pharmaceuticals, including Resident records and other information relating to the provision of the pharmaceuticals to Residents at Facility.

E) No Third Party Coverage. If no third party coverage plan is obtained by or for Resident within fifteen days after Pharmacy first provides any pharmaceuticals for the benefit of such Resident, Operator shall be responsible for informing Resident or any guarantor of their obligation to pay Pharmacy. Operator will use its best efforts to assist Residents at Facility obtain third party coverage.

ARTICLE 4. INSURANCE AND INDEMNIFICATION.

4.1) Insurance Operator and Pharmacy shall maintain appropriate levels of comprehensive general liability insurance at levels required by law. Operator and Pharmacy shall maintain workers' compensation insurance, or its equivalent, for all of their staff in amounts required by the laws of the state in which Facility is located. Operator and Pharmacy shall each maintain appropriate levels of professional liability insurance. Upon request, each party shall provide written proof of coverage. Operator and Pharmacy shall deliver to the other thirty days prior written notice of any expiration or cancellation of such policies. With respect to any insurance coverage required by this paragraph, Pharmacy or Operator may elect to self-insure pursuant to applicable law and regulation.

4.2) Indemnification. Each party hereby indemnifies and holds harmless (the "Indemnifying Party") the other ("Indemnified Party") and its successors, assigns, officers, directors, and employees against any and all direct or indirect damages, claims, losses, liabilities, attorney's fees, costs and expenses incurred by Indemnified Party that arise out of or result from, but not limited to, any and all actions, suits, malpractice, product liability, claims, demands, assessments, investigations, audits, deficiencies, judgments, fines, costs and other expenses of any nature whatsoever, arising out of the Indemnifying Party's actions or omissions, or activities at the Facility.

ARTICLE 5. TERM AND TERMINATION.

5.1 Term. The initial term of this Agreement is three years, beginning on the Effective Date, and shall automatically renew in successive one year terms.

5.2 Termination. Either party may terminate this Agreement immediately if any other party: a) makes an assignment for the benefit of creditors or is the subject of a bankruptcy or other proceeding under state or federal law, b) liquidates or appoints a receiver with respect to its assets, c) breaches the Warranties of Article 7, d) is excluded from the Medicare or Medicaid programs or convicted of a felony. Pharmacy may terminate this Agreement with five days written notice upon termination or suspension of Operator's or Facility's certification, license, or other approval necessary to render Services. Either party may terminate this Agreement, with or without cause, upon 30 days' prior written notice.

5.3 Post-Termination. Upon termination, all rights and obligations hereunder cease, except those in Articles 3 and 6.

ARTICLE 6. CONFIDENTIAL INFORMATION AND RECORDS.

6.1 Confidential Information. Each party shall use its best efforts to preserve the confidentiality of all nonpublic information, manuals, protocols, marketing, and strategic information, client lists, Resident care and outcomes data ("Confidential Information"). No party shall use for its own benefit or disclose to third parties any other Party's Confidential Information without prior written consent except where relevant to Resident care. Upon termination of this Agreement, all Confidential Information and copies thereof shall be returned to the disclosing party.

6.2 Resident Records. Pharmacy shall maintain medical records relating to Services in accordance with industry standards, including information required by law, fiscal intermediary, federal governmental agency, or third party payor. Upon request, Operator shall have access to the prescription documentation and billing records of Pharmacy relating to Resident Services, and to co-payments received by Pharmacy to support the submission of complete and accurate claims for payment, and to enable Operator and Pharmacy to comply with Section 6.4. All information and records obtained in the course of providing Resident Services are subject to confidentiality and disclosure provisions of applicable state and federal laws and regulations.

6.3 Access to Resident Records. Pharmacy shall have reasonable access to information required for the provision or documentation of Resident Services, and copies of Resident medical records may be incorporated into the records owned by Pharmacy. Operator shall obtain any consent required for such access to and disclosure of Resident medical records. Residents' medical records are Facility's property and originals of such records shall be maintained at the Facility. Internal records maintained by Pharmacy, but not incorporated into Facility's medical records, are Pharmacy's property and shall be retained by Pharmacy upon termination of this Agreement.

6.4 Access to Records by HHS. Until the expiration of four years after the furnishing of Services, Pharmacy shall make available to the Secretary of the Department of Health and Human Services ("HHS") and the Comptroller General, or their duly authorized representatives, this Agreement, any subcontracts, and such other books, documents, and records that are necessary to certify the nature and extent of costs for Services pursuant to 42 U.S.C. 1395(x)(v)(1)(I) and 42 CFR 420.300 et seq., and any other applicable law or regulation. Any disclosure under this paragraph shall not be construed as a waiver of any other legal rights to which Pharmacy may be entitled under law or regulations.

6.5 Subcontracts and Access to Records by HHS. If Pharmacy carries out any of the duties of this Agreement through a subcontract worth \$10,000.00 or more over a twelve month period with a sub-contractor or with a related organization, the subcontract shall also contain an access clause to permit access by the Secretary, Comptroller General, and their authorized representatives to the related organization's books and records subject to the same contingencies noted above.

ARTICLE 7. WARRANTIES. Pharmacy and Operator each warrants to the other, which shall remain true and accurate throughout the term of this Agreement, that such party, or any individual with a direct or indirect ownership or control interest of 5% or more of such party, or any director, officer, agent or employee of such party, has not been debarred, suspended, or excluded under any state or federal healthcare program.

ARTICLE 8. GENERAL PROVISIONS.

8.1 Independent Contractors. Each party is acting as an independent contractor, and personnel of any party are not employees of any other. Operator is not a partner or joint venturer of Pharmacy. No party has the authority to act for any other party except as provided herein.

8.2 Non-exclusivity. Nothing contained in this Agreement shall prevent any party from participating in or contracting with any other skilled facility, health care organization, or any insurance program or shall be deemed to limit or interfere with Resident freedom of choice.

8.3 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

8.4 Compliance with Federal Laws. Each party shall comply with applicable state and federal laws in performing under this Agreement, including but not limited to Title VI of the Civil Rights Act of 1964, and all applicable regulations of HHS regarding discrimination on the ground of race, age, color, sex, handicap, national origin, disability, or exclusion from participation or denial of benefits under any program or activity provided by any party. Nothing in this Agreement requires the referral of any patient or the purchase of any item or service, or shall be construed as an offer or payment of any cash or other remuneration, whether directly or indirectly, overtly or covertly, for patient referrals or arranging the purchase or lease

of any item or service. The parties acknowledge referrals that result will be based solely on the assessment of each Resident's health care needs and expressed preference, and the Facility care plan. All amounts paid hereunder are intended to reflect fair market value for the services rendered, and are not intended to be an inducement or payment for the referral of patients or for arranging the purchase, lease or order of any item or service.

8.5 Governing Law. This Agreement shall be governed by the laws of the state in which Facility is located and applicable federal and local law, including but not limited to the rules and regulations of HHS and any federal or state health insurance program. Any provision of law that invalidates or is inconsistent with the terms of this Agreement or that would cause any of the parties to be in violation of law shall be deemed to have superseded the terms of this Agreement.

8.6 Notices. Any notice provided hereunder shall be in writing, effective as of the date of hand delivery by the U.S. Postal Service by certified or registered mail, postage prepaid, return receipt requested, and addressed to the recipient at the address identified below. Any party may change its notice address from time to time by written notice to the other parties.

OPERATOR:

Nexion Health Management, Inc.

1430 Progress Way, Suite 108

Eldersburg, MD 21708

Attn: General Counsel

PHARMACY:

Northeast Louisiana Pharmacy, LLC

8.6 Severability/Waiver. If any portion of this Agreement shall be invalid or unenforceable, such portion shall be ineffective only to the extent of any such invalidity or unenforceability, and the remaining portions shall remain in full force and effect. A waiver of any breach of or failure to assert any right under this Agreement shall not be construed to be a continuing waiver for a similar breach or right.

8.7 Entire Agreement. This Agreement contains the complete and entire agreement with respect to the subject matter addressed, supersedes any prior oral or written agreements or negotiations, and may be amended only upon the mutual written, signed agreement of Pharmacy and Operator.

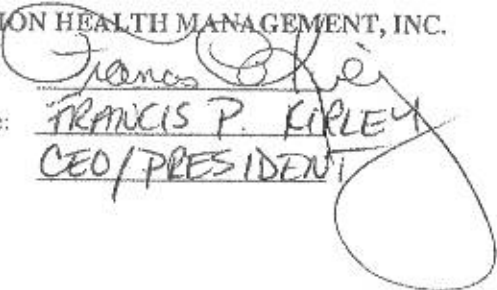
IN WITNESS WHEREOF, Nexion and Pharmacy have signed this Agreement effective as of the first date written above.

NEXION HEALTH MANAGEMENT, INC.

By:

Name:

Title:


FRANCIS P. KITLEY
CEO/PRESIDENT

PHARMACY

By:

Name:

Title:


Doug Robichaux
Officer

Addendum A

Menu of Consulting Services

1. CONSULTANT RESPONSIBILITIES

Consult shall be a qualified pharmacist who is responsible to Provider's Administrator for developing, coordinating, supervising, and reviewing all consultant pharmaceutical services and for assessing distributive services upon request of Provider's Administrator.

Consultant shall be responsible for rendering the following consulting services to Provider:

- a. Review the drug regimen of each resident in Provider at least once each month and report in writing any irregularity to Provider's Administrator, Medical Director, Director of Nursing Services, and, where appropriate, the individual resident's physician.
- b. Serve on Facility's Quality Assurance Committee.
- c. Submit, at least (quarterly), a written report to Provider's Quality Assurance and Assessment or Pharmaceutical Services Committee on the status of Provider's pharmaceutical service and nursing staff performance related to medication Administration and handling of drug orders. Such report shall include, but not limited to:
 1. A review and ongoing assessment of compliance with all federal, state or local laws, regulations, or rules and all of Provider's pharmaceutically related policies and procedures.
 2. Recommendations, if any, for improving the delivery of pharmaceutical services, with the goal of correcting or preventing instances of noncompliance and enhancing the level of resident care in Provider.
 3. Analysis of the impact of consulting services on quality and costs of care of Provider's residents.
 4. A review and assessment of compliance with any plan of action previously adopted by the Provider's Pharmaceutical Service, Committee.
- d. Review of Provider's Pharmaceutical Services Policy and Procedure Manual.
- e. Assist Provider in the accounting, destruction, and reconciliation of unused controlled substances as prescribed by law, rule, or regulation.
- f. Assist Provider's administrative and medical staff in establishing and implementing policies and procedures for the safe and effective distribution, control, and use of drugs.
- g. Participate in Provider's in-service training program for the nursing staff as needed.
- h. Assist Provider's administrative and medical staff in establishing and implementing a formulary of drug products, upon request.

- i. Meet all other responsibilities required of a consultant pharmacist as set forth in federal, state, and local laws, regulations, or rules.
- j. Provide Provider's Administrator with a copy of Consultant's current pharmacy license each year.
- k. Provide monthly medication pass quality assurance activities.
- l. Perform controlled drug audit to meet federal and state requirements.
- m. Perform quarterly medication cart and medication room audit.

2. Provider's RESPONSIBILITIES

a. COMPENSATION

- 1. Consultant will be compensated by Provider for consultant pharmacy services rendered from the first day of the calendar month to the last day of that calendar month ("Billing Period") according to invoices submitted by Consultant to Provider. Consultant shall be compensated at a rate of \$5.25 per Active Chart or a minimum of \$450.00 per month based upon invoices submitted for the applicable Billing Period.
- 2. Provider shall pay Consultant for all rendered services within 30 days following the day on which Consultant's invoices have been received by Provider for the applicable Billing Period.

b. INDEMNIFICATION

- 1. During the term of this Agreement, employees of the Provider may be directed by Consultant. These employees shall still be considered employees of the Provider irrespective of the control exercised by Consultant. The Provider shall remain responsible for any and all liability, loss, damage, or expense by reason of any act or omission of any such employee. The Provider also agrees to indemnify Consultant for any and all liability, loss, damage, or expense incurred as a result of such employee's acts or omissions. The Consultant shall remain responsible for any and all liability, loss, damage, or expense by reason of any act or omission of any such Consultant. The Consultant also agrees to indemnify Consultant for any and all liability, loss, damage, or expense incurred as a result of such Consultant's acts or omissions.

4. QUALIFICATIONS.

Consultant warrants that Consultant has all the necessary qualifications, certifications, and/or licenses pursuant to federal and state law and regulations to provide the services required under this Agreement. (See Exhibit A for copy of current pharmacy license).

- 5. PROFESSIONAL LIABILITY INSURANCE.** Consultant warrants that Consultant has procured and maintains professional liability insurance coverage in the amounts of (\$1,000,000) per individual incident and (\$3,000,000) cumulative.

6. **INDEPENDENT CONSULTANT.** This Agreement does not constitute a hiring of Consultant by Provider. It is the parties' intention that, so far as shall be in conformity with the law, Consultant shall be an independent contractor and not Provider's employee. In conformity therewith, Consultant shall retain sole and absolute discretion and judgment in the manner and means of providing services to Provider. This Agreement shall not be construed as a partnership, and Provider shall not be liable for any obligation incurred by Consultant. It is agreed that Provider assumes professional and administrative responsibility for services rendered.
7. **ASSIGNMENT.** This Agreement shall not be assigned by either party without prior written consent of the other party.
8. **CHOICE OF LAW AND SEVERABILITY.** This Agreement shall be governed by the laws of Louisiana and the invalidity of any portion of this Agreement shall not affect the validity or invalidity of any other portion of this Agreement.
9. **MODIFICATIONS.** This Agreement shall not be modified or amended except by written document executed by both parties to this Agreement, and such modification shall be attached hereto.
10. **ATTORNEY'S FEES.** In the event of any litigation to enforce or defend rights under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to all other relief.
11. **NOTICE.** All notices given or so sent hereunder shall be in writing and shall be considered effective as of date of deposit with the United States Postal Service by certified or registered mail, postage prepaid, return receipt, addressed to the respective party at the address set forth on the signature page hereof, or to such other addresses that the parties shall designate in writing from time to time.
12. **COMPLETE AGREEMENT.** This Agreement supersedes all previous agreements, oral or written, between the parties. It embodies the complete agreement between the parties. It shall be binding upon the respective assignees and successors in interest.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year first above written.

Douglas E. Robichaux
Douglas E. Robichaux, R.Ph.
Pharmacy Operations/Officer

Date: 6/20/05

Francis P. Kirkey
FRANCIS P. KIRKEY
CEO/PRESIDENT

Date: 6/20/05

Addendum B

IV Services

As a designated pharmacy for Nexion Health Facilities, Northeast Louisiana Pharmacy, LLC, dba National Pharmacy Services shall provide services as requested by the facility to ensure a high quality of patient care and pharmacy conformance with State and Federal regulations. National Pharmacy Services shall provide the following services.

Preparation/Compounding of complete therapy (as deemed necessary by facility) of I.V. drugs, supplies and equipment as requested by facility.

Delivery Services - deliveries will be made to above mentioned nursing home as requested.

National Pharmacy Services will bill Nexion Health for services on a monthly basis. Bill will include patient name, drugs and/or supplies dispensed and prices charged.

National Pharmacy Services will furnish I.V. pump, pole if necessary, and supplies to the nursing home. Use of I.V. Pump, pole, and related supplies owned and furnished by National Pharmacy Services will be charged to Nexion Health as outlined in the Terms and Payment section herein and paid to National Pharmacy Services accordingly.

National Pharmacy Services will bill Medicaid for covered medications. All other items dispensed will be billed to Nexion Health.

See Exhibit A & B below for fee schedules:

EXHIBIT A (NON-MEDICAID)

FEE SCHEDULE

ANTIBIOTICS

DRUG AWP + \$ 30 PER DIEM FEE

HYDRATION

SOLUTION AWP + \$ 10 PER DIEM FEE

HYDRATION W/ ADDITIVES

SOLUTION AWP + \$ 15 PER DIEM FEE

PAIN MANAGEMENT

DRUG AWP + \$ 25 PER DIEM FEE

TPN 2:1 OR 3:1

0-1 LITER	\$55 + \$25.00 (MIXING/DISPENSING FEE)
1-2 LITER	\$80 + \$25.00 (MIXING/DISPENSING FEE)
2-3 LITER	\$100 + \$25.00 (MIXING/DISPENSING FEE)

FLUSHES - PREFILL SYRINGES

INCLUDED IN PER DIEM

SUPPLIES

INCLUDED IN PER DIEM

PUMP RENT

INCLUDED IN PER DIEM

EXHIBIT B (MEDICAID)

FEE SCHEDULE

ALL THERAPIES WILL BE BILLED TO MEDICAID WHEN APPROPRIATE. PHARMERICA ASSUMES REIMBURSEMENT RESPONSIBILITY WHERE MEDICAID DOES NOT REIMBURSE:

INCLUDING, BUT NOT LIMITED TO:

PUMP RENT

AMBULATORY INFUSION PUMP	\$10.00 PER DAY
SYRINGE PUMP	\$5.00 PER DAY
STATION POLE MOUNT PUMP	\$5.00 PER DAY

FLUSHES - PREFILL SYRINGES

COST x 2

SUPPLIES

AWP X 1.5

EXHIBIT D

Nexion Conversion Schedule

June 1:	Pierremont Healthcare (160)
June 15:	Claiborne Healthcare Center (75) and Shreveport Healthcare Center (?)
July 1:	Meadowview Healthcare Center (185) and Vivian Healthcare Center (90)
August 1:	Lafayette Care Center (55) and New Iberia Manor North (100) and South (90)
September 1:	Patterson Healthcare Center (120), Thibodaux Healthcare Center (75), Kaplan Healthcare Center (110)
October 1:	Marrero Healthcare Center (110) and Gonzales Healthcare Center (110)
November 1:	Many Healthcare North (80) and Many Healthcare South (40)

Addendum C

In consideration of the pharmaceutical service to be performed by Northeast Louisiana Pharmacy, L.L.C., owner of National Pharmacy Services, the current prevailing Louisiana Medicaid rate per prescription will be charged. The above current rate is defined as follows:

- (1) Brand Name (Single Source) Medications—A.W.P. - 13.5% + \$5.77 fee
- (2) Generic (Multiple Source) Medications—M.A.C. price X # of units + \$5.77 fee

2021 Nursing Home Emergency Preparedness Plan Survey

SUPPLY CONTRACTS COVER SHEET

TYPE or CLEARLY PRINT and attach a cover page to each type of supply agreement or of supply contract. Complete this cover page for each supplier named in the facility plan.

Example: If there are 5 supply contracts there should be 5 coversheets, one attached to the front of each signed and dated contract. If there are 5 suppliers named in one agreement there should be 5 coversheets attached to that agreement.

Ongoing supply contracts will need to be verified annually and signed by all parties.

Type of Supply: FOOD SERVICE

Name of Supplier:

REINHART FOOD SERVICE

Contact Person: SHANNON HAYES

Phone # of Contact Person: 800-256-1336

FAX#: 318.213.5519

E-Mail Address: SHAYES@FSDELIVERS.COM

Indicate where the supplies are to be delivered to;

- ☒ Evacuation host site
- ☒ Nursing home's licensed facility
- ☒ determined upon decision of sheltering or evacuating

Time Lines or Restrictions: H-Hour or the number of hours needed.

What is the latest time that supplier can be contacted according to agreement?

72 HRS

How long will it take to receive the delivery?

THE DAY IN WHICH IT HAS BEEN PLACED.

Date of agreement/contract/verification: 02/16/2021

Date agreement/contract ends: AUTOMATICALLY RENEWS ANNUALLY 02 / 16 / 2021



Reinhart Foodservice Louisiana, LLC d/b/a
Performance Foodservice - New Orleans
918 Edwards Ave.
Harahan, LA 70123

February 16, 2021

Valued Customer:

Reinhart Foodservice Louisiana, LLC, doing business as Performance Foodservice-New Orleans ("Performance Foodservice"), is committed to working with you through our disaster planning service to ensure that emergency supplies are provided to your facility prior to and in the event of a disaster or emergency. This letter shall serve as documentation of Performance Foodservice's policy regarding delivery of goods during a disaster or emergency.

Should Performance Foodservice be affected by a disaster or emergency, it will take the following actions:

- Customers will be notified of delays by phone as soon as possible.
- Proper food safety and sanitation procedures will be maintained throughout the event.
- Customers will not receive any food that has been affected by damage sustained from the disaster or emergency.
- Deliveries will resume as soon as possible from either the affected Performance Foodservice facility or one or more alternate facilities.

If your facility is involved in a disaster or emergency, Performance Foodservice may supply the following items upon request and depending upon availability:

- Coordinated delivery schedule adjustments prior to or after the emergency has passed.
- Disaster/Emergency order consultation and order placement assistance.
- Delivery of emergency rations and supplies as available from the Performance Foodservice OPCO's inventory supplies and delivered on a first come/first serve basis prior to the event, and/or as service is available in the affected area.

Refer to your state's Department of Health and Human Services guidelines for food and water supply for emergencies. Performance Foodservice will provide to you, upon request, a Disaster Planning Kit which gives information on recommended perishable and non-perishable food and water to keep on hand in case an emergency arises, and a Three-Day Emergency/Disaster Menu.

Should your facility undergo a disaster or emergency, it is your responsibility to notify Performance Foodservice regarding stoppage of delivery or delivery to an alternate site. Alternate shelter site deliveries will be made as available on normal routes and days in the area. You should take as many supplies as possible to the shelter site from your current inventory. This recommendation is to ensure your existing inventory is not destroyed during the event and/or product is available for meals should our ability to ship supplies to the alternate site be delayed because of excessive demands prior to and following the event. Should you have any questions regarding this policy, please contact your Performance Foodservice Healthcare Account Manager or Customer Service at 1-800-488-3988.

Sincerely,

A handwritten signature in dark ink, appearing to read "Steve Wood", written over a horizontal line.

Steve Wood
Area President New Orleans and Shreveport Opcos



Dear Performance Foodservice Customer:

Prior to the Department of Health and Hospital (DHH) deadline for updating your Emergency Plan, Reinhart Foodservice Louisiana, L.L.C. d/b/a Performance Foodservice-New Orleans and Shreveport ("Performance Foodservice") has updated our Emergency Preparedness Manual. As in the past, in the event of an emergency, Performance is committed to giving priority service to hospital and nursing home customers. Our response time, however, may be affected by weather and road conditions, which will determine our ability to safely put our drivers and trucks on the road. Further, our initial ability to supply shelf stable food and paper items may be limited by current inventories. Stocking levels of these items vary based on sales and lead-time required to obtain stock. Appropriate substitutions will be made as inventory is depleted. Remember it is important to adjust inventory levels prior to the orders!

In complying with DHH's Model Nursing Home Emergency Plan, Performance's recommendations have taken into consideration the following:

- Facilities are expected to exist **without outside assistance for 48 hours**. For food service this includes:
 - Special diets
 - Residents, staff, families of residents and families of staff who must be fed
- If sheltering in place, facility **should be prepared for 7 days**, and the plan should include:
 - The amount of food kept on hand
 - Plans for the deliveries prior to and after the event =
 - When will the order be placed?
 - When will the order be delivered?
- If evacuating, preparations should include food for:
 - Residents, staff, families of residents and staff who will be traveling with the facility
 - Food and water for the trip, taking into consideration extended travel times due to traffic conditions
 - Special dietary needs
 - Meal service supplies, i.e. paper supplies, can openers, etc.

A three-day sample disaster menu has been included with this document. In addition to a regular disaster menu, we suggest that facilities have a policy in place to address the needs of residents on therapeutic diets such as those with dysphagia or swallowing problems.

Performance has established the following policies regarding merchandise return. All items must be returned in the original, unadulterated, unopened, undamaged case within fourteen days of invoice date. No refrigerated, frozen, bottled water or damaged merchandise may be returned per HACCP regulations. A restocking fee of 33% will be charged on all returned products.

We strongly recommend you purchase and store your disaster food and paper supplies by June 1st, the start of the hurricane season. These supplies should be kept in your inventory throughout the year. If you are forced to evacuate, please make arrangements to bring your food and disposable supplies with you as well as to the procedures for medicine and patient charts. At the end of hurricane season, any inventory remaining of these items will be worked into your fall/winter menu cycle.

We are frequently asked about our ability to furnish water during an emergency weather situation. We stock a limited amount of bottled water with inventory based on current sales volume. We strongly suggest that you make arrangements with a local water supplier to source potable water before an emergency catches your facility unprepared.

When sheltering is in place, DHH's Model Nursing Home Plan requires seven days drinking water, which is defined as one gallon of fluids per person per day. When evacuating, facilities should also plan for water needs during travel, which may be extended due to traffic conditions. Facilities should have letters on file from the city, parish, police jury, fire departments or even local milk companies who can provide the quantities of water needed. We will work diligently to provide supplies of water that we can source on short notice, but significantly increasing our bottled water inventory based on speculated sales is not practical or economically feasible.

Finally, we have been asked about placing refrigerated trailers at customer sites prior to a hurricane's landfall. Because of the unpredictable nature of these storms, it is not prudent to deploy our equipment prior to a storm. Our policy is to place these trailers in strategic locations, if necessary, after the storm passes. With a limited number of trailers, they will be placed where they can benefit the largest number of customers, rather than reserved for any single facility.

In closing, attached is emergency contact information to be used during a disaster situation. If you have any questions about any topic, please contact your healthcare specialist immediately.

Sincerely,

Healthcare Division

REINHART FOODSERVICE LOUISIANA, LLC d/b/a Performance Foodservice - Shreveport and Performance Foodservice - New Orleans

Steve Wood

Area President

Performance Foodservice—New Orleans

Ted Meyer

OPCO President

Performance Foodservice—Shreveport

REINHART FOODSERVICE LOUISIANA, LLC
PERFORMANCE FOODSERVICE NEW ORLEANS AND SHREVEPORT
EMERGENCY CALL LIST

New Orleans OPCO			Shreveport OPCO		
Phone Numbers	800-488-3988	(504) 733-5200	Toll Free Phone Number	800-256-1336	(318) 869-3061
Fax Number	504-734-5270		Fax Number	318-213-5119	
Performance Foodservice Healthcare Team					
Lydia Brosselle-Roberts, RD, LDN, Vice President Healthcare Sales			(318) 344-7358		
Dawn LeBlanc, RD, LDN, Healthcare Menu Systems Coordinator			(337) 772-9078		
HEALTHCARE SALES TEAM - NEW ORLEANS OPCO			HEALTHCARE SALES TEAM - SHREVEPORT OPCO		
		Phone			Phone
Shannon Hayes, RD, LDN	Regional Manager Healthcare	(225) 288-1279	Tiffany Wenzel, RD/LD	Regional Manager Healthcare	(817) 320-4614
Adrienne Uffman, RD, LDN	Southeast Louisiana	(225) 715-8227	Mary Lively, RD, LDN	North Louisiana	(318) 282-4471
Dawn Arceneaux, RD, LDN	South Central Louisiana	(337) 344-9767	Angel Schlotterbeck, RD, LDN	SW/Central Louisiana	(318) 452-8675
Candice Faler, RD, LDN	New Orleans/North Shore	(985) 778-8449	Jennifer Hoffman, RD/LD	Northeast Texas	(713) 301-6360
Angel Schlotterbeck, RD, LDN	SW/Central Louisiana	(318) 452-8675	Liz Doran, RD/LD	Central Texas	(210) 269-8510
			Lauren Liberto	SE Texas	(504) 202-7669
			Shelby Adams, MS, RDN, LDN	Inside Healthcare Specialist	(318) 655-8278
Customer Service Team - New Orleans OPCO			Customer Service Team - Shreveport OPCO		
Lori Nunez	Customer Service Manager	(504) 206-3756	El Howard	Customer Service Manager	(318) 676-5073
	Cell	(504) 270-8719		Cell	(318) 393-1302
Jeanette Lemoine	Inside Sales-Healthcare	(504) 206-3754	Ragina Ross	Healthcare Customer Service	(318) 869-3061/60110
Dawn Sisung	Inside Sales	(504) 206-3753	Sherry Gola	Customer Service	(504) 869-3061/60114
			Michelle Causey	Customer Service	(318) 869-3061/60115
Senior Management - New Orleans OPCO			Senior Management - Shreveport OPCO		
Steven Wood	OPCO President	(504) 206-3790	Ted Meyer	OPCO President	(318) 950-1005
Travis Maccio	Vice President of Sales	(504) 206-3794	Ron Armstrong	Vice President of Sales	(503) 748-5264
Jerry Urlick	Vice President of Operations	(504) 206-3770	Ken Elkins	Vice President of Operations	(318) 393-7780
Troy Korbe	District Manager-North MS	(601) 466-8543	Scotty Lee	District Manager	(318) 564-9081
Dean Murray	District Manager-South MS	(228) 235-4241	Christi Robertson	District Manager	(662) 832-2005
Scott Gosnell	District Manager-Baton Rouge	(225) 252-2142			
Mark Leger	District Manager-SW Louisiana	(337) 739-7938			
Allen Adams	District Manager-New Orleans	(504) 329-8031			

Revised: 1/11/2021

Introduction to Disaster Preparedness

Preparing for a disaster is daunting. Food service operations within healthcare facilities face unique challenges during disasters. Healthcare facilities frequently remain open even under extenuating circumstances. On one hand, facilities must deal with the hardships that accompany the disaster itself such as power outages, and on the other hand, they must care for disaster victims. Healthcare food service directors can start preparing for the worst by joining the disaster preparedness committee. Being involved will foster strong communication. Communicating disaster response plans ensures the food service staff will understand their role in supporting the facility and other departments will know what assistance the food service department needs to continue to carry out its mission. Along with attending emergency preparedness meetings, food service directors may want to review disaster response recommendations for the types of disasters that are of concern in the facility's geographic location. This background knowledge will be useful for committee discussions as well as food service department trainings.

In general, natural disasters fit into one of three categories: short term, long term and water supply disruptions.

- Short term disasters occur within a small geographic area, are handled by local emergency services and the disaster duration typically ranges from hours to a couple of days. Complications such as utility and transportation disruptions are also relatively short.
- Long term disasters range from several days to weeks. Local emergency services need state and national support to provide relief from the disaster. Interruptions in utilities and transportation last longer because repairs to infrastructure are more complex.
- Water supply disruptions can result from natural disasters or they can occur independent of a disaster due to situations such as water main breaks or introduction of toxins into the source of drinking water. Food service directors can help with estimating the facility's water needs and creating an emergency water supply plan. Both the Joint Commission and the Centers for Medicare and Medicaid require healthcare facilities to have an emergency water supply plan.

As you review the tools and resources in this disaster preparedness kit, keep in mind the three main types of disasters, as well as which specific disasters your area is prone to. Planning ahead can make all the difference. If you would like more information on disaster preparedness resources, contact Nutrition Services at rfs-nsdept@pfgc.com.

Table of Contents

Healthcare disaster procedure manual	7-11
Diet liberalization sample letter	12
Three-day disaster menu	13
Three-day disaster menu cold food only	14
Temperature chart	15
Emergency food service phone numbers	16-17
Disaster planning flow chart	18
Disaster index	19-20
Risks assessment	21-22
Emergency supply kit	23-24
Emergency supply brochure	25-26
Employee disaster preparedness in-services	27-35
Disaster case studies	36-40
Sources	41



HEALTHCARE DISASTER PROCEDURE MANUAL

This manual is provided as a sample prototype. Please customize to meet the needs of your facility according to your local jurisdiction.

Disaster Procedures

It is important that a plan for procuring, preparing, and serving foods be familiar to the administrator, food service supervisor and food service employees in the event of a disaster. Each facility should have a disaster procedure outlined to continue operations during an emergency. Service of a meal at the usual time will help to maintain morale and keep staff from becoming disorganized and panicked.

BASIC PRINCIPLES OF FOODSERVICE WITHOUT UTILITIES OR WITH EQUIPMENT MALFUNCTION:

1. Use as much of the perishable items on hand that does not require cooking for service (milk and milk products, fresh fruit, vegetables that can be eaten raw, cold cuts, and fully cooked leftovers). It is **CRITICAL** that the temperature of these foods be checked to ensure that they are not in the temperature danger zone. The temperature danger zone according to the FDA Food Code is 41-135°F (check with your local jurisdiction for applicable temperatures in your area). Examine products in the cooler and freezer and use perishable products before utilizing non-perishable pantry items.
2. **DO NOT** open refrigerator or freezer doors unless necessary. Try to take inventory by looking through the window, only open the door to get products for immediate use. Ice cream can be used if it is still frozen. Generally, food in a refrigerator is safe if the power is out no more than a few hours and if the temperature does not exceed 40°F for more than two (2) hours. Always keep an appliance thermometer in the refrigerator to see if food is being stored at safe temperatures (40°F or below). To retain cold temperature, open freezer or refrigerator door only as often as necessary. If freezer is not full, group packages together quickly. Meat and poultry should be separated from other product and placed on separate trays so their juices will not contaminate each other or other foods if they thaw. Check food for evidence of thawing before refreezing. Food that has or may have thawed during a power outage, and has refrozen before being checked, cannot reliably be examined for damage. You cannot rely on appearance or odor to determine whether a food will make you sick. Meats that have thawed according to methods acceptable by your jurisdiction and are still below 40°F and then are properly cooked or reheated to recommended minimum internal temperatures within 4 hours are safe to consume. Meats that feel slimy or that have an odor should be thrown away. Seafood and ground meat are more likely to thaw and/or spoil before other meats and should receive attention before other items.
3. Many refrigerator items are salvageable if they are not needing to be time and temperature controlled for safety (e.g. mustard, ketchup, peanut butter, vinegar-based salad dressings and sauces).
4. Use canned foods after the perishable items have been used or are no longer safe to use (e.g. use cottage cheese or cheese slices before using canned tuna).

5. Meals are to be served on disposable ware until the ability to wash and sanitize dishes is restored.
6. If water is not available, save all liquids from canned fruits and vegetables. Ice made from potable water should be removed from the ice machine and stored in clean, covered, food-grade containers and placed in the refrigerator/freezer. An emergency back-up source for water needs to be identified. Consider having an agreement with a local water supply company. Check with your local jurisdiction to determine the required amount that must be allotted and stored per person. Vegetable juices from canned vegetables can provide fluids. Fruit juices may be used in place of drinking water. Juice and coffee from machines that contain potable water may also be used to provide liquid. In cases of disaster, community water systems may become contaminated and water from these systems might need to be disinfected prior to use for human consumption. Contact your local health department for information on the preferred method prior to disinfecting any water.
7. At least one flashlight with working batteries should be kept in the supervisor's desk.
8. Dietary personnel should be instructed in procedures and menus for emergency feeding initially when no emergency is present. An annual in-service should be provided on emergency feeding.
9. If electricity or gas is unavailable, use chafing dishes and sterno to heat ready-to-eat and/or canned food if the equipment is available. Any properly refrigerated leftovers must be heated to an internal temperature of 165°F. Alternate sources of heating can be used if proper ventilation is available.
10. It is recommended that bags of ice be kept in the freezer in the event of injuries.
11. Emergency supply of bottled water should always be kept on hand. Check with your local jurisdiction to determine the required amount that must be allotted and stored per person. This includes residents, staff, families of residents and families of staff who will be at the facility. If traveling to an evacuation site, the facility must have enough fluids for the travel. Assume that all other water sources are contaminated until proven safe. Purify all water used for drinking, cooking and for washing cooking and eating utensils. Purify the water used for washing hands, body, kitchen and bathroom surfaces. Do not use water that has an odor, dark color, or contains floating material. Refer to your local health department in situations where water has been contaminated for the preferred manner to disinfect water. Murky and discolored water should be allowed to settle and filter before disinfecting. To disinfect water using heat, boil at a rolling boil for three minutes, allow cooling, and store in cleaned, sanitized and covered food-grade containers. To disinfect clear water using chemicals, add 1/8 teaspoon (8 drops) of unscented, liquid chlorine bleach (5.25% concentration) per gallon of water. Let the water stand for at least 30 minutes before using. Commercially prepared iodine tablets which are formulated for disinfecting water may also be used to chemically disinfect water. Contact your local health department for the preferred method in your area before attempting to disinfect any water.
12. Normal laundry procedures would be disrupted during a natural disaster.

RESIDENT MEAL SERVICE

1. Disposable service is to be used. Do not take non-disposable trays into the resident's room unless necessary.
2. All residents should receive a regular diet meal except for residents whose diets are highly restrictive. Highly restrictive diets include brittle diabetics, renal diets and those residents with food allergies. Texture modified diets should be observed when possible (see sample letter for Medical Staff). A high protein level is contraindicated when the water supply is limited. Discussion with medical staff must take place prior to an emergency as to the feasibility of supplement service during an emergency.
3. Follow the basic menu pattern:
 - Breakfast:
 - Fruit juice
 - Dry cereal
 - Bread, margarine, jelly
 - Fresh milk then aseptic packaged milk if available or reconstituted dry milk
 - Lunch and Dinner:
 - Protein source
 - Vegetable
 - Starch, bread or crackers with margarine
 - Fruit or dessert
 - Fresh milk then aseptic packaged milk if available or reconstituted dry milk
4. Protein sources include: cottage cheese, cold cuts, cheese, canned tuna, three bean salad, peanut butter, canned meat (beef, chicken or pork), chili and beans, pork and beans, ravioli, kidney beans, pinto beans, ranch style beans, wieners, beef stew or hash.
5. Staples include: canned vegetables, canned soups, canned fruit juices, aseptic milk, boxed cookies, graham crackers, saltines, jelly, dry cereal, canned pudding, evaporated or non-fat dry milk, and mayonnaise.
6. Use as much perishable items on the first day of the menu – such as lettuce, tomatoes, ice cream, frozen vegetables or meats. If gas service has not been interrupted make use of any frozen or refrigerated items. Refer to your state food code for regulations regarding the amount of time that food can remain without temperature control. A Temperature Chart is also included with this manual.
7. Canned vegetables can be served as salad by marinating in Italian or French Salad Dressing and served at room temperature. These items should be used after all perishable items have been utilized for the menu.
8. If dry milk is reconstituted, it must be reconstituted with potable water, kept in cleaned and sanitized, covered, food-grade containers, and must be time and temperature controlled for safety prior to use.

Supplies

CONTROL OF SUPPLIES IS EXTREMELY IMPORTANT. Please be familiar with the following:

1. A non-perishable food supply is routinely maintained in inventory. This includes a back-up source for water. Check with your local jurisdiction for the recommended amount of days' worth of supplies that you should have on-hand.
2. All perishable supplies are routinely maintained in inventory. Check with your local jurisdiction for the recommended amount of days' worth of supplies that you should have on-hand.
3. Disposable supplies should always be kept on-hand. Check with your local jurisdiction for the recommended amount of days' worth of supplies that you should have on-hand.

Sanitation

This is the responsibility of everyone that prepares and serves food. Good personal hygiene and sanitary food handling practices help to control food-borne diseases.

1. Single service and disposable items should be stored, handled and dispensed in a sanitary manner.
2. Waste should be collected in plastic bags, sealed tightly at the top and put in a dumpster for collection. Be careful not to overfill the bag or make it too heavy to handle.
3. When manual dish washing is employed, dishes and utensils must be immersed for at least 30 seconds in clean hot water at a temperature of 171°F or immersed in a sanitizing solution that has been prepared to the recommended concentration and confirmed with appropriate chemical test strip. Immersion times for chemical sanitation vary so check with the sanitizing chemical's manufacturer for the recommended time.

Work Assignments

Work assignments should take into consideration what employees have been trained for; however, everyone must be flexible. All workers should carry out tasks assigned to them by the person in charge. Non-foodservice employees may be assigned to the kitchen for preparation, tray delivery and clean up. The order of authority within the department starts with the foodservice supervisor, then the cook, followed by the relief cook.

NAME OF FACILITY

SAMPLE LETTER

As a Physician on Staff, I approve liberal modification of restricted diets during a disaster situation to include, but not limited to extreme fire damage or weather emergencies.

Signature
Staff Physician

Note: Customize for your facility.

Three Day Disaster Menu (Note: Item# will vary by Operating Center)

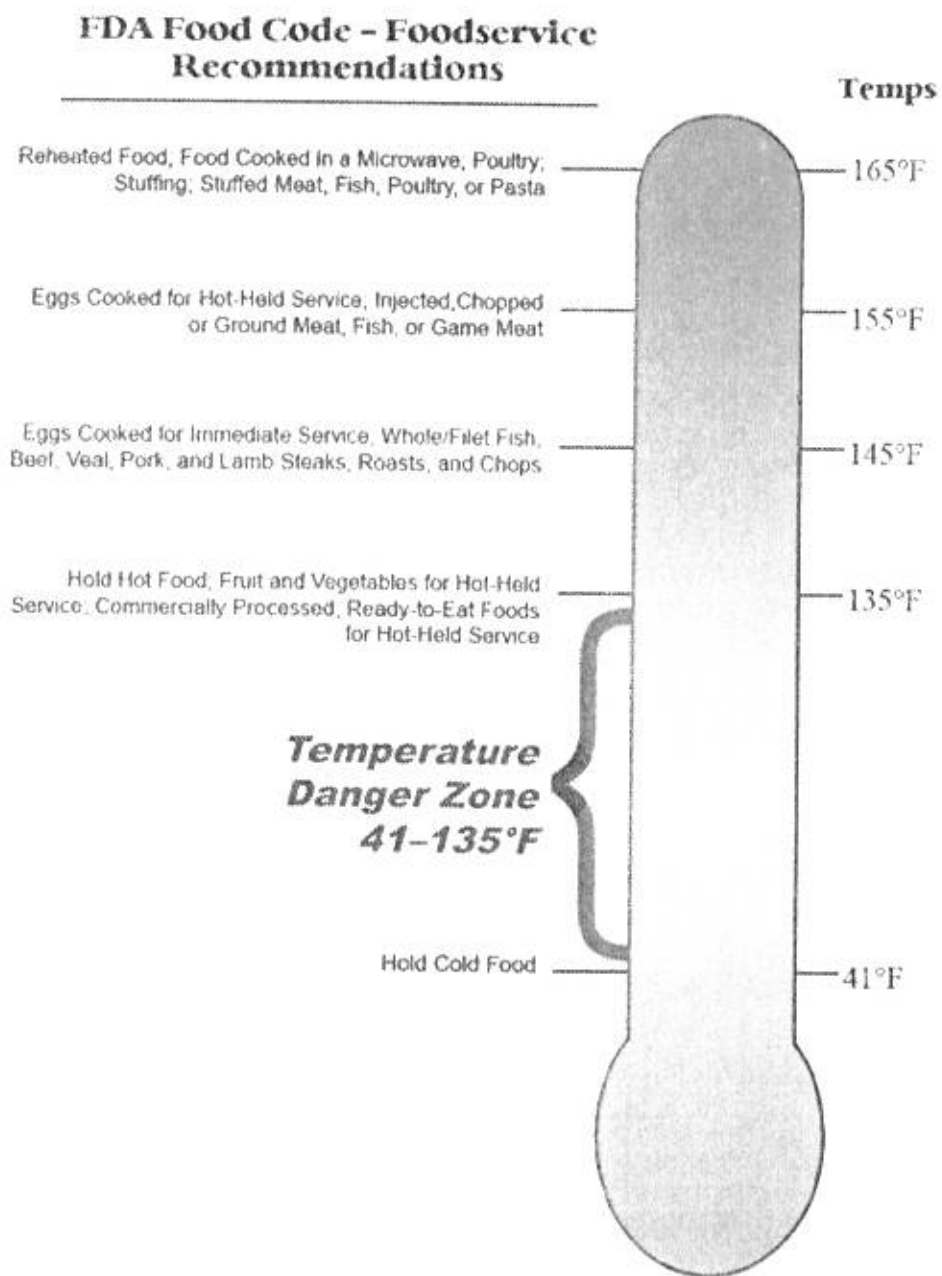
MEAL	Unit	Description	Item #	Unit	Description	Item #	Unit	Description	Item #
BREAKFAST	4 fl oz	Apple Juice	13686	4 fl oz	Orange Jc	13308	4 fl oz	Cranberry Juice	13352
	3/4 c	Dry Cereal	26304	3/4 c	Dry Cereal	26306	3/4 c	Dry Cereal	26328
	1 ea	Bread Slice	29546	1 ea	Bread Slice	29546	1 ea	Bread Slice	29546
	1 pkg	Jelly	15092	1 pkg	Jelly	15092	1 pkg	Jelly	15092
	8 oz	Milk	17624	8 oz	Milk	17624	8 oz	Milk	17624
LUNCH	8 oz	Beef Stew	11130	8 oz	Beef Ravioli/Sc NOR SHR	28310 27992	8 oz	Beef Chili NOR	11136
	1/2 c	Green Beans	CP656	1/2 c	Green Peas	CP610	1/2 c	Whole Kernel Corn	CP678
	1 ea	Bread Slice	29546	1 ea	Bread Slice	29546	3 pkt	Crackers	21110
	4 oz	Sliced Peaches	10704	4 oz	Vanilla Pudding	21012	1/2 c	Sliced Pears	14370
	8 oz	Beverage	10342	8 oz	Beverage	10342	8 oz	Beverage	10342
DINNER	1/2 c	Chicken & Dumplings	23910	1/2 c	Tuna Salad	36646	2 Tbsp	Peanut Butter	31766
	1/2 c	Mix Vegetables	CP650	2 ea	Bread Slice	29546	2 ea	Bread Slice	29546
	1 ea	Bread Slice	29546	6 oz	Chicken Noodle Soup	25388	6 oz	Vegetable Soup	22116
	2 ea	Cookies	12292	3 pkt	Crackers	21110	3 pkt	Crackers	21110
	8 oz	Milk	17624	1/2 c	Fruit Mix	14370	1/2 c	Chocolate Pudding	V2146
ASSORTED HS SNACKS	1 pkt	Graham Crackers	22796	1 pkt	Graham Crackers	22796	1 pkt	Graham Crackers	22796
	4 oz	Beverage	11900	4 oz	Beverage	11900	4 oz	Beverage	11900

NOTE: This menu was designed to be produced with little or no preparation, only heating is required. The disaster menu can be entered in menuMATRIX, if requested, and an order guide, based on census, can be generated. Please contact your Healthcare Sales Specialist about information on accessing this menu in menuMATRIX and to place an emergency food order.

3 Day Disaster Menu - Cold Food Only

Meal	Day 1		Day 2		Day 3		Exchanges
	Unit	Description	Unit	Description	Unit	Description	
Breakfast	4 fl oz	Apple Juice	4 fl oz	Orange Juice	4 fl oz	Cranberry Juice	3-ounce Protein Sources: 3 oz Ready Cooked Meats 3/4 C Cottage Cheese 3/4 C Canned Entrée 1 C Canned Beans 1/2 C Meal Salad 4 Tbsp Peanut Butter 3 oz Cheese Slices 2 Ea All Meat Weiners
	3/4 C	Dry Cereal	3/4 C	Dry Cereal	3/4 C	Dry Cereal	
	1	Slice of Bread	1	Slice of Bread	1	Slice of Bread	
	1 Ea	Margarine & Jelly	1 Ea	Margarine & Jelly	1 Ea	Margarine & Jelly	
	8 fl oz	Milk	8 fl oz	Milk	8 fl oz	Milk	
Lunch	1/2 C	Ham Salad	1/2 C	Tuna Salad	3 oz	Cold Cuts & Cheese	Bread Sources: 1 slice bread 3 pkt Saltine Crackers
	2 Sl	Bread Slice	2 Sl	Bread Slice	2 Sl	Bread Slice	
	1/2 C	Toss Salad w/Drsg	1/2 C	Marinated Veg Salad	1/2 C	Cucumber Onion Sld	
	1/2 C	Fruit Cup	1/2 C	Mandarin Oranges	1/2 C	Sliced Pears	
	8 fl oz	Beverage	8 fl oz	Beverage	1 tsp	Mustard and/or Mayo	
		or Milk		or Milk	8 fl oz	Beverage	
Supper	3 oz	Cold Cuts & Cheese	1/2 C	Pimento Cheese	1/2 C	Chicken Salad	
	2 Sl	Bread Slice	2 Sl	Bread Slice	2 Sl	Bread Slice	
	1/2 C	Tomato & Onion Salad	1/2 C	Toss Salad w/Drsg	1/2 C	Sliced Tomatoes	
	1/2 C	Sliced Peaches	1/2 C	Fruit Cocktail	1/2 C	Fruit Salad	
	1 tsp	Mustard and/or Mayo	8 fl oz	Milk	8 fl oz	Milk	
	8 fl oz	Milk					
HS Snack	2 Ea	Cookies	1 pkt	Graham Cracker	2 Ea	Cookies	
	4 fl oz	Beverage	4 fl oz	Beverage	4 fl oz	Beverage	

Temperature Chart



Disclaimer: Temperatures listed are according to Food and Drug Administration (FDA) Food Code. They do not reflect required temperatures for all jurisdictions. Please check with your city or county health department for required temperature information for your area.

USDA also provides recommended minimum internal cooking temperatures for consumers that may vary from FDA recommendations.

Emergency Food Service Phone Numbers

☐ Workforce:

- First in command: _____
- Second in command: _____
- Meal production: _____
- Inventory/records: _____
- First Aid: _____
- Cleaning: _____
- Communication: _____
- Public Relations: _____
- Donations: _____
- Volunteer Coordinator: _____

☐ Utilities:

- Gas: _____
- Water: _____
- Phone: _____
- Electricity: _____
- Sewage: _____
- Waste Disposal: _____

☐ Repair:

- Sewage Pumping: _____
- Pest Control Operator: _____
- Well contractor: _____
- Plumber: _____
- Electrician: _____
- Gas Repair: _____
- Cleaning Service: _____

☐ Local Health Department: _____

☐ City Building Inspector: _____

☐ Property Insurance Company: _____

☐ Food Service Suppliers: _____

☐ Ice/Dry Ice Vendor: _____

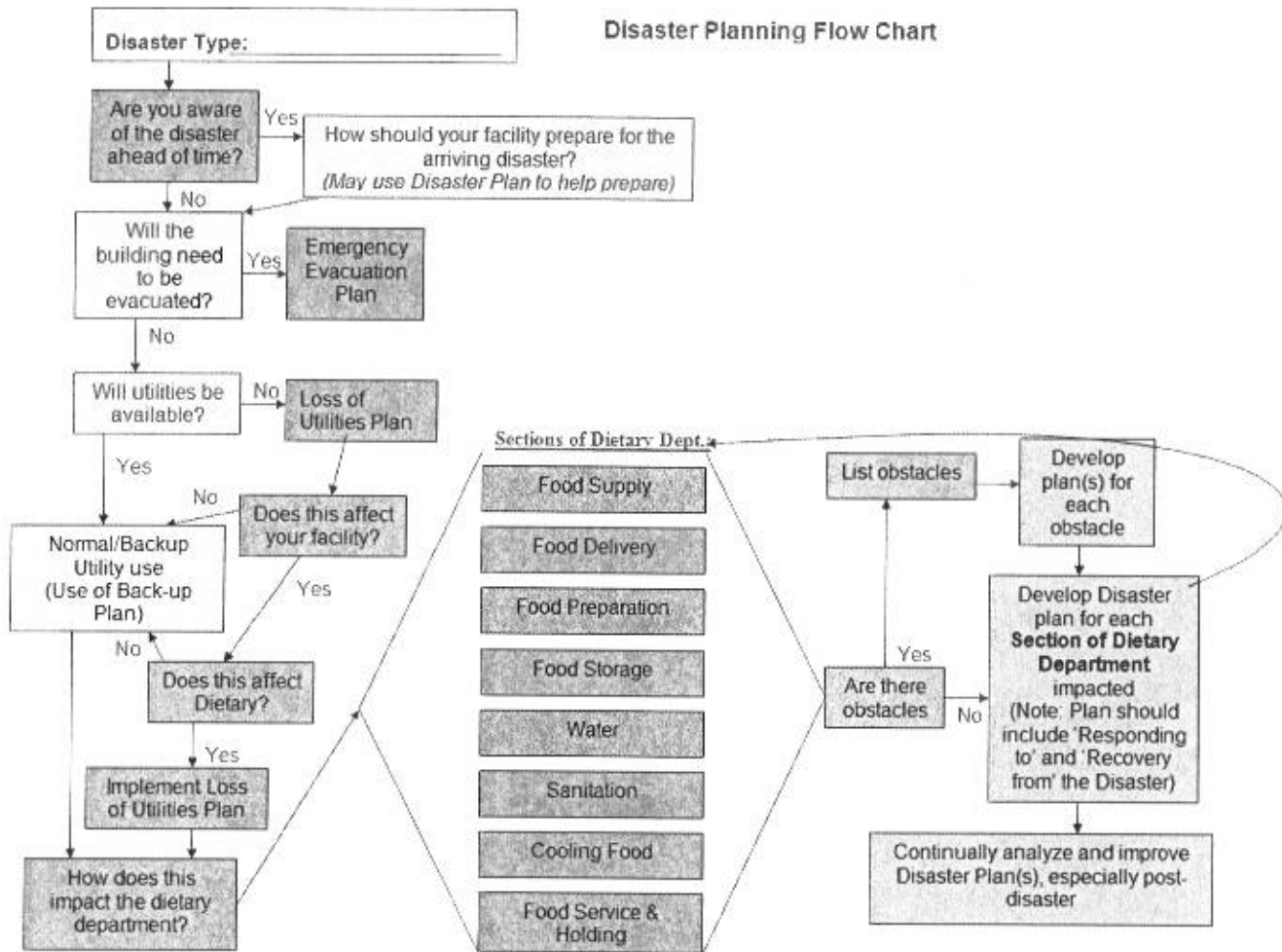
☐ Media Contacts: _____

☐ Portable Toilet Rental: _____

☐ Outside Facility Assistance: _____

- Kitchen Use: _____
- Extra Workers: _____
- Cooler Space: _____

Disaster Planning Flow Chart



Emergency and Disaster Index

☐ Standard Forms

- ☐ Chain of Command Flow Chart
- ☐ Emergency Contact List
- ☐ Emergency Supply List
- ☐ Communication Policy
- ☐ Finance Policy
- ☐ Security Policy
- ☐ Power Outage Food Policy
- ☐ Contaminated Water Policy
- ☐ Food Emergency Plan/Agreement
- ☐ Water Emergency Plan/Agreement
- ☐ Food/Water Distribution Policy
- ☐ Personal Hygiene Policy
- ☐ Sanitation Policy

☐ Specific Disaster: *Example – Deliberate Contamination*

- ☐ Policy:
- ☐ Policy:
- ☐ Policy:

☐ Specific Disaster: *Example – Power Outage*

- ☐ Policy:
- ☐ Policy:
- ☐ Policy:

☐ Specific Disaster: *Example - Flood*

- ☐ Policy:
- ☐ Policy:
- ☐ Policy:

☐ **Specific Disaster:** *Example – Pandemic*

☐ Policy:

☐ Policy:

☐ Policy:

☐ **Emergency Procedures**

☐ Create Emergency Phone List

☐ Determine Critical Operations

☐ Operations

☐ Staff in Charge

☐ Action Plan

☐ **In-services:**

☐ Water Safety

☐ Power Outage Food Safety

☐ Hand Washing

☐ Ice Safety

☐ Controlling Pests

☐ HACCP

☐ Recovering from Natural Disasters

☐ SDS

☐ Fire Safety

☐ **Additional Resources:**

☐ FEMA Resources

Know Your Risks Assessment Form Directions

- ❖ Rate the probability and severity for each type of disaster from 0 – 5, with 5 being the most probable / most severe.
- ❖ Probability = how likely is it that the disaster will strike your business
- ❖ Severity = how damaging the disaster would be to your business if it were to strike
- ❖ Multiply the probability score by the severity score and write the result in the total column
- ❖ Devise a plan for any event scoring ≥ 17



Know Your Risks

Use this form to review potential threats. Fill in one field for probability and one field for severity. Finally, multiply the probability and severity levels and enter the total in the total value column.

THREATS	Probability (0-5)	Severity (0-5)	Total
Earthquake			
Tornado/Wind/Hurricane			
Flood			
Severe Winter Weather			
Interior Fire			
Wildfire			
Loss/Illness of Key Staff			
Workplace Violence			
Software/Hardware Failure			
Power Outage			
Loss of Utilities (water, gas, electricity, etc.)			
Pandemic/Epidemic/Flu			
Loss of Premises			
Other			
Other			
Other			
Other			
Other			
Other			

OFB-EZ® is a program of The Insurance Institute for Business & Home Safety.
Download this document at DisasterSafety.org/open-for-business.


5

Emergency Supply Kit

Food Preparation Supplies:

- ☐ Water: seven-day supply - 1 gallon of water per person per day*
(*Note: This recommendation may vary so check with your local/state authorities)
- ☐ Food: seven-day supply of non-perishable food
- ☐ Manual can opener for food
- ☐ Extra supplements
- ☐ Paper cups, plates and plastic utensils, paper towels
- ☐ Gravity tube-feeding supplies
- ☐ Hand/battery operated equipment (whisks, heating elements)

Safety Equipment Supplies:

- ☐ Battery-powered, hand crank radio, or a NOAA weather radio with extra batteries
- ☐ Flashlights with extra batteries
- ☐ First aid kit
- ☐ Basic tool kit (hammer, nails, screwdriver, screws, pliers/wrench)
- ☐  approved foodservice gloves
- ☐ Fire Extinguisher
- ☐ Matches in a waterproof container

Food Safety and Sanitation Supplies:

- ☐ Thermometers – digital, dial, instant-read, oven, cooler, freezer
- ☐ Blankets/extra towels/tarps to insulate coolers/freezers
- ☐ Dry Ice – (cooler/freezer space must be ventilated due to carbon dioxide production)
- ☐ Hand sanitizing gel
- ☐ Water purification supplies (contact your local health department for local recommendations)

- ☐ Sanitizer test strips
- ☐ Sterno® or other portable heat source for cooking
- ☐ Moist towelettes, garbage bags and plastic ties for personal sanitation
- ☐ Liquid bleach (no soap or additives, 5.25% sodium hypochlorite)
- ☐ Garbage bags for food waste
- ☐ Duct tape
- ☐ Picnic coolers with gel packs
- ☐ Personal protective equipment
 - ☐ Eye protection
 - ☐ Fitted dust mask (N-95)
 - ☐ Rubber boots
 - ☐ Rubber gloves
 - ☐ Protective clothing
 - ☐ Wash cloths
 - ☐ Face masks

Other Supplies:

- ☐ Secure area for cash/receipts
- ☐ Emergency reference material such as a first aid book
- ☐ Camcorder/camera to document damage



Side Plates

Plate Foam 6" Non Laminated White
RFS# B1790

8/125Cnt



Foam Cup

Cup Foam 6 Ounce White
RFS# 12996

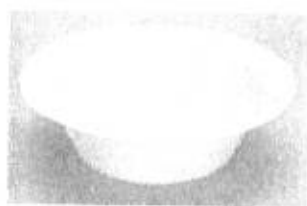
40/25Cnt



Juice Cups

Cup Plastic 9 oz Clear
RFS# N6366

20/50Cnt



Foam Bowl

Bowl Foam 12 Ounce Non Laminated White
RFS# B1796

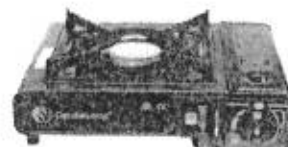
8/125Cnt



Disposable Silverware

Cutlery Kit Plastic Medium Weight Knife Fork
Spoon Napkin Salt & Pepper Individually
Wrapped White RFS# CA124

250/Cnt



Portable Burner

Stove Butane Single Burner RFS # MH780

6/CNT

PERFORMANCE
FOODSERVICE

performancefoodservice.com

PERFORMANCE
FOODSERVICE

performancefoodservice.com

25



Bottled Water

Water Bottled Spring RFS# D9230

24/16.9 fl oz



Can Opener

Can Opener Portable Hand Firm Grip Black
RFS# 92950

1/Cnt



Ensure

Supplement Drink Ensure Plus Vanilla Ready To
Drink Plastic Bottle RFS# J1190

24/8 oz



First Aid Kit

Kit First Aid 25 Person RFS# CT050

1/Cnt



Food Thermometer

Thermometer Digital Pocket -40 To +450 F
Waterproof
RFS# 52438

1/Cnt



Sanitizer Test Strips

Test Paper Chlorine 15" Cm-240 Dispenser
Pack RFS# 84852

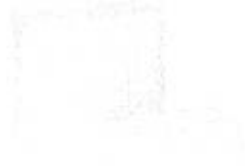
2/Cnt



Bleach

Bleach Liquid Germicidal Concentrate
RFS# F7046

3/121 oz



Napkins

Napkin Dinner 1 Ply 16x16 1/4 Fold White
RFS# W0836

12/250 Cnt



Meal Plates

Plate Foam 3 Compartment 9" Non Laminated
White RFS# 91282

4/125 Cnt



performancefoodservice.com

Power Outage Food Safety

Dietary Employee Training Program

Objective: The participant will be able to:

- ♦ Identify the need for food safety during a power outage.
- ♦ List ways to prepare for potential power outages.
- ♦ Explain how to keep freezers and coolers cold without power.
- ♦ Describe how to create a safe environment for potentially hazardous foods in the freezer and cooler when power returns.

Course Outline:

- I. Introduction: The Importance of Food Safety During a Power Outage
- II. Storing and Using Food Supplies Appropriately
- III. Conclusion / Discussion
- IV. Pre/Post Test

Course Information:

I. Introduction: The Importance of Food Safety During a Power Outage

Keeping food safe is an essential part of the daily foodservice profession. A foodborne illness or outbreak can be caused by improperly handling food or food left in the temperature danger zone (41°F-135°F) for more than four hours. Because food temperature is an important part of food safety, if your facility loses power, certain procedures must be enforced in order to ensure all food is being stored, cooked, held for service, or served in the safest manner possible.

II. Storing and Using Food Supplies Appropriately

A. Be Prepared

In order to combat a potentially hazardous situation, being prepared and having your staff well trained for potential power outages is essential. Be sure the freezer is always at 0°F and the cooler is at or below 39°F on a typical day. Use appliance thermometers to determine the temperature of the freezer or cooler. The appliance thermometer will also indicate the temperature of the freezer or cooler when the power goes out. When storing frozen foods, keep the freezer as full as possible and keep food close together so the food stays colder longer. It is also recommended to have a hanging cooler/freezer thermometer to determine the temperature of the storage areas. Be aware of possible sources of ice or dry ice to keep freezers and coolers cold. Your facility may also want to consider buying picnic coolers for refrigerated food in case the power outage will last longer than four hours. Purchase or make ice or store gel packs in the freezer to use in the coolers when needed. Preparing in advance for a possible power outage is important for ensuring the safety of the food being served.

B. What to Do When the Power Goes Out

If the power goes out at your facility, it is important to preserve as much temperature control in the freezer and cooler as possible by keeping the doors closed as much as possible. To help keep the cooler and freezer cooler longer, buy ice or dry ice and place in the storage area. If using dry ice, it is essential to ensure that there is proper ventilation in the cooler or freezer to avoid carbon

dioxide build-up. Make as few trips as possible into the freezer or cooler, making sure the door is closed immediately after you enter and exit. It is also helpful to list the contents of the freezer on the outside of the freezer door so the staff know exactly what they need and are able to get in and out as quickly as possible. Be sure to check the temperature of the freezer and cooler before removing food to ensure it has not in the temperature danger zone and is safe to eat. Also, be sure to check the temperature of the food periodically with a bimetallic stem or infrared thermometer. Since the cooler usually can keep food cool for only four hours, it is important to use the food in the cooler first before it is no longer safe to eat. Make sure all refrigerated foods are cooked to the proper internal temperature to destroy any possible foodborne illness or pathogens. Any food items left in the cooler longer than four hours after the power outage should be discarded. Once the refrigerated food is no longer available or safe to use, begin to use the foods located in the freezer. It is important to remember that if any food looks questionable or has an odor, discard it immediately; do not attempt to use it. After food in the freezer has been used up or is no longer safe to use, move on to food stored in dry storage. For emergency cooking, your facility can use a fireplace if indoors and a charcoal grill or camp stove outdoors. If cooking indoors, be sure to do so in areas with proper ventilation. Be sure to take food temperatures often. Keep foods hot by using candle warmers, chafing dishes, and fondue pots. Use only approved devices for warming food. Canned foods can be eaten directly out of a can. If cooking in a can, be sure to remove the label and top from the can for safety. When using open flame to cook your food, always be sure to extinguish the flame before leaving the room or area.

C. What to Do When Power Returns

When your facility regains power, be sure to check the safety of all food in the freezer and cooler. If an appliance thermometer was kept in your freezer or refrigerator, check the temperature when the power comes back on. If foods in the freezer are below 41°F and ice crystals are present, the foods can be refrozen for future use or immediately cooked. If there is not a thermometer in the freezer, check each package of food to determine its safety. Discard any perishable food left at 41°F or higher for 4 hours or longer. If the power outage lasted long enough that refrigerated and frozen food needed to be discarded, clean and sanitize the storage units before adding new food to remove any possible cross contamination or odors from spoiled foods. Be sure to remove the shelves and trays and wash with hot water and baking soda. Follow with a rinse and then sanitize. If an odor persists, allow the storage unit to air out for several days or use equal parts of vinegar and water to absorb the odor.

III. Conclusion/ Discussion

While food safety is important in everyday food preparation, it is also very important during an emergency. Even though food supplies may be decreasing, it is not safe to eat potentially hazardous foods which have been in the temperature danger zone for more than 4 hours. Keeping customers safe is important not only during a normal day, but also when your facility is in a state of emergency.

The information provided in this in-service is not meant to be all-inclusive. Performance values the safety and well-being of their customers and therefore strongly recommends contacting your local jurisdiction disaster planning. For more information regarding Dietary Employee Training Program or other nutrition services, contact rfs-nsdept@pfgc.com. 1. T, 2. F, 3. F, 4. F, 5. T

IV. Pre Test / Post Test (Circle One)

Name: _____

- | | | |
|---|---|--|
| T | F | 1. Keeping food safe is critical to avoid causing a foodborne illness or outbreak. |
| T | F | 2. When storing foods in the freezer, store them as far apart as possible to keep the freezer cold. |
| T | F | 3. Dry ice can be used to keep a walk-in freezer cold, even if proper ventilation is not available. |
| T | F | 4. An employee should make as many trips as possible into the freezer or refrigerator to determine the temperature. |
| T | F | 5. If power has been out for over four hours, discard the food in the refrigerator, and then clean and sanitize the storage unit before adding new food. |

Recovering from Natural Disasters

Dietary Employee Training Program

Objective: The participant will be able to:

- ♦ Describe different ways to prepare for a disaster.
- ♦ Identify precautions that need to be taken after a disaster.
- ♦ Understand ways to clean and decontaminate after a disaster.

Course Outline:

- I. Introduction: Natural Disasters
- II. Preparing and Reacting to a Natural Disaster
- III. Conclusion / Discussion
- IV. Pre/Post Test

Course Information:

I. Introduction: Natural Disasters

Natural disasters could affect any facility at any location. Being prepared for a disaster can increase safety at any site. Each type of disaster is different and should be handled accordingly. No matter the type of disaster, it is important that all employees and volunteers have the appropriate protective wear. In most disaster sites, gloves, boots, and protective clothing are needed.

II. Preparing and Reacting to a Natural Disaster

A. Any Natural Disaster (*tornado, hurricane, flood, fire, earthquake, etc.*)

o Preparing for a Disaster

- Take video or photographs of facility's entire inventory and equipment for your records and place in a fireproof safe.
- Keep receipts and bills of inventory in a fireproof safe or on a secure cloud-based computer network.
- Begin buying gloves, cleaning chemicals, and items needed for a disaster to be prepared, as stores only carry so many items and could be out by time you get there.

o After any Disaster

- When foodservice personnel are cleared to enter a disaster affected area, wear protective clothing which includes long pants, long-sleeved shirt, closed-toed rubber soled shoes or boots, work gloves and depending on the situation, a dust mask, safety glasses, and a hard hat.
- Watch for hidden damage. In most disaster sites, damage is not always visible.
- Avoid leaning or pushing on damaged material, it could be supporting the structure.
- If you smell natural or propane gas or hear a hissing noise, leave the property immediately. Call the fire department, or if you have a propane tank system, contact a propane supplier.
- Avoid walking across areas of the floor that sag or have weak spots. If the area needs to be traveled, place a thick plywood panel across the damaged area, extending 8-12 inches on each side of the weak area.

- If the power is out, use battery operated flashlights. Do not use candles or any type of open flame because there could be faulty electrical equipment, down lines, or gas leaks.
 - When making temporary repairs save all the receipts.
 - Take photographs or video of all the damage for insurance purposes.
 - Electricity should be turned off if you see sparks, frayed wires, or smell hot insulation.
 - If the sewage lines are damaged, do not use the sinks, showers, and toilets.
 - Turn off the water if there are any damaged water pipes.
 - If cleaning chemicals get mixed they can become toxic. When entering an area with a strong smell or your eyes start to burn or water, open the windows and get out of the building. If the chemical spill is nontoxic, carefully clean up the spill using personal protective equipment outlined in the chemical's safety data sheet.
 - Drywall and insulation will need to be replaced if there is water damage from a flood or fire extinguisher. If not replaced it could lead to mold, mildew, and a weak structure.
- o **Cleaning Up After a Disaster**
- When determining if an item is salvageable, start by discarding the non-salvageable items to eliminate any confusion. All saved items should be washed and sanitized to ensure safety.
- **Hard, non-porous surfaces (floors, walls, equipment)**
 - The first step in cleaning this type of surface is to remove all visible dirt and excess water. Then wash and sanitize the item if able and let dry. Disinfect metal pots and pans by boiling for 10 minutes. Fans can be used to speed up the drying process.
 - **Porous, soft, absorbent, uncleanable surfaces**
 - This surface type includes damaged equipment, wood, plastic utensils, linens, drywall, insulation, paneling, furnishings, wallpaper, books, paperwork, and menus. If any of these items are affected by damage, they need to be discarded.
 - **Coolers/Freezers**
 - When cleaning the cooler(s) and freezer(s), remove all the shelves and trays so everything can be washed, rinsed, and sanitized. If there is still an odor, wash with hot water and baking soda and leave the door open for 15 minutes. Other products to help reduce the odor include newspaper, coffee grounds, baking soda, or cotton balls soaked in vanilla.
- c. **Fire Disaster**
- First check with the fire department to be sure it is safe to enter the facility.
 - Check the ceiling for signs of sagging. If the plaster or wallboards get wet from the fire hose it becomes very heavy and dangerous if it falls.
 - Open the windows and doors for ventilation and drying.
 - Throw away all food and beverages exposed to heat, smoke, or soot.
 - Pots, pans, dishes, and silverware should be washed in soapy water, rinsed, and polished with a fine powder cleaner.
 - Painted walls and washable wallpaper can be cleaned by wiping the surface with a bleach solution to decrease the chances of mold and mildew growth.

o **Flood Disaster**

- Avoid flood water because it could be contaminated with sewage, chemicals, and bacteria.
- If the sewage system is damaged, it should be a priority to fix right away.
- Disinfect everything that was touched by the flood water.
- It is important to remember that after the water is gone, the building structure could be weak, and caution needs to be taken.
- Throw away all food that has been in contact with flood water.

III. Conclusion/ Discussion

All employees should be aware of how to properly handle any disaster situation. Taking proper precautions when at a disaster site could prevent unnecessary accidents.

The information provided in this in-service should not be used to replace policies set by your facility or local jurisdiction. Performance values the safety and well-being of their customers and therefore strongly recommends consulting your local jurisdiction for more information on kitchen decontamination and salvaging inventory. For more information regarding Dietary Employee Training Program or other nutrition services, please contact rfs-nsdept@pfgc.com. 1. F, 2. T, 3. F, 4. T, 5.F

IV. Pre/ Post Test (Circle One)

Name: _____

- | | | |
|---|---|--|
| T | F | 1. If you smell natural or propane gas, the first thing to do is to turn off the gas and wait. |
| T | F | 2. It is important to photograph or videotape all inventory before a disaster and place in a fireproof safe. |
| T | F | 3. Contaminated books, paperwork, and menus can all be kept and decontaminated. |
| T | F | 4. Throw away all food that comes in contact with smoke, heat, soot, or flood water. |
| T | F | 5. In a flood, once the water is gone, the building is completely safe to enter. |

Disaster Planning – Pandemic

Dietary Employee Training Program

Objective: The participant will be able to:

- ♦ Explain the impact pandemics can have on society
- ♦ Understand workplace policies designed to prevent illness
- ♦ Give examples of what employees can do to minimize the spread of infectious diseases at work

Course Outline:

- I. Introduction to pandemics
- II. Dealing with Pandemics
- III. Conclusion / Discussion

Course Information:

I. Introduction: Pandemics

A pandemic is a disease that has spread worldwide and is caused by a microbe that has never caused sickness in humans before. Some pandemic diseases result from a microbe crossing over from animals to humans. Most pandemics are caused by viruses and influenza is the most common. Since pandemics are new diseases to humans it takes time for scientists to develop vaccines. Once a vaccine is available, getting vaccinated is important because it is the most effective way to prevent the spread of a pandemic illness. As with all other types of disasters, pandemics can have enormous economic and social consequences. Having massive illness is disruptive to business, schools, and government functions. If the pandemic results in a high death toll the emotional consequences to survivors may last their entire lifetimes.

II. Dealing with Pandemics

It is critical for employers and employees to work together to prevent the spread of infectious diseases. Employers should set policies that minimize employee contact with infectious diseases. On the other hand, employees can prevent illness by adopting healthy behaviors.

A. Before a Pandemic Hits

- a. Employers need to keep updated emergency contact information for employees
- b. Employers encouraging employees to get an annual flu shot is an effective way to decrease workplace illness
- c. Employees should be reminded that getting the flu shot cannot give you the flu because the virus has been deactivated.
- d. Managers may provide cross training among employees so that essential functions can be performed if staffing levels are disrupted during a pandemic.
- e. Managers may include a pandemic scenario during disaster drill trainings.
- f. Healthy habits such as not smoking, eating healthy, exercising, & getting adequate sleep will reduce the chances of contracting an infectious disease.

B. Workplace Policies and Operating Procedures Once a Pandemic Hits

- a. Stay home if you have a fever or symptoms of a fever (chills, sweating, aches, weakness / fatigue) to stay home until at least 24 hours after symptoms have resolved without medication. Please note that the time frame for staying home after symptoms have resolved can vary and that you should check with guidelines from your local health department or the Centers for Disease Control and Prevention (CDC) for exact details.
- b. Consult a doctor before returning to work.
- c. Talk with your manager if you need flexibility on sick leave policies during the pandemic.
- d. Decrease face time with other employees by using web or tele meetings and trainings.
- e. Talk with your manager if you need tissues, soap, and no touch garbage cans.

C. Employee Behavior During a Pandemic

- a. Wash hands often and use proper hand washing techniques.
- b. Follow cough and sneeze etiquette (use tissues, cover mouth, or cough & sneeze into a tissue).
- c. Avoid shaking hands.
- d. Keep a distance of at least six feet from other people.
- e. Clean and sanitize surfaces that come in frequent contact with hands such as computers, phones, and work surfaces).
- f. Monitor the expiration dates on cleaning and sanitizing solutions and replace as needed.
- g. Properly use any needed personal protective equipment (gloves, mask)

III. Conclusion / Discussion

Pandemics can unexpectedly reduce staffing levels and impair a business's ability to function. It is up to both employees and employers to stop the spread of infectious diseases in the workplace. By planning ahead, setting appropriate policies, and educating employees on health behaviors businesses may be able to continue to operate even during a pandemic.

For more information regarding Dietary Employee Training Program or other nutrition services, please contact rfs-nsdept@pfgc.com. 1.T, 2.F, 3.T, 4.T, 5.F

Pre-Test / Post-Test (Circle One)

Name: _____

- | | | |
|---|---|--|
| T | F | 1. Cross training employees helps businesses continue to function during a pandemic. |
| T | F | 2. Getting vaccinated is not effective in preventing the spread of infectious diseases. |
| T | F | 3. Proper hand washing helps prevent the spread of pandemic diseases. |
| T | F | 4. The CDC provides guidelines on how long employees who have contracted the pandemic illness must stay home after symptoms have resolved. |
| T | F | 5. Cleaning and sanitizing workspaces has no impact on the spread of infectious diseases. |

Case Study One: Thunderstorm

You oversee the foodservice operations at an assisted living facility with 50 residents. It has been a misty and dreary morning. You hear that the radio is on in the kitchen and the dietary staff is listening while preparing lunch. At about 11 o'clock the National Weather Service announces a severe thunderstorm warning for your county. Ten minutes later you can hear the storm outside. At about 11:30 the lights in the kitchen go out, the radio goes dead, and your office computer turns off. Your facility does not have a back-up generator. The stove and oven are gas and remain on.

1. What do you do next?

According to your cellphone the time is now 12 noon. Residents have been gathered into the dining room by the CNAs. The manager of your facility called the utility company and learned that there are a lot of trees down within the service area. The company customer service representative politely promised that power will be restored to your facility as quickly as possible but could not say when that will be. Meanwhile the storm has not subsided. There are enough battery-operated lights in the dining room for residents to eat. Following lunch, the dietary staff gathers up the dirty dishes and wipes off the tables.

2. What priorities will you assign them for the afternoon?

By 1:30 staff has checked the temperatures of the meats and other time / temperature control for safety foods. Following temperature checks the cooler and freezer doors were shut and you instructed staff to keep them closed unless necessary. There has been no update on when power will be restored, and the storm has not let up. Staff shift change is at 2 pm.

3. What issues do you need to address to continue to ensure that your meals meet food safety standards?

Staff shift change went smoothly with only one call-in. The second shift workers chatted with first shift about the downed trees, which roads are blocked, and which parts of the city did not have functioning traffic lights on their drives into work. You review your cooler and freezer inventory against your menu and update supper to include as much time / temperature control for safety foods as possible. You print off a copy of your disaster menu with recipes and instruct staff to take inventory of your dry storage area. By comparing the inventory to your recipes, you determine that the facility currently has enough food to last at least three days on the disaster menu, even if the storm gets worse and supply deliveries become interrupted.

You report your findings to the building manager. The dietary staff is busily preparing supper in the kitchen. You instruct staff to check the temperature of all time / temperature control for safety foods and record the result. Staff is disposing of any foods from the refrigerator or freezer with a temperature above 41°F.

4. What are your concerns if power is not restored by morning?

Case Study Two: Tornado

You are the foodservice director for a 50-bed nursing home in the town of Midwest, Minnesota. You have a staff of 10 full time and part time foodservice workers. On a hot July evening Midwest experiences an F3 tornado which thankfully misses the nursing home but has snapped many power lines across town leaving the entire town without electricity. Since the nursing home is small, you do not have a backup generator. There are no plans to evacuate the facility since it did not sustain any damage and power is expected to be back up within 24-48 hours according to the electrical company.

1. What kind of disaster(s) is this (internal, external, technological)?
2. How will you keep potentially hazardous food safe? What will you need to discard? What will you be able to keep?
3. What kinds of foods can you safely serve residents?
4. What other effects could this disaster have on your foodservice facility?
5. You are expecting a delivery from your supplier the day after the disaster. How should you handle the delivery?
6. What will you need to do to recover from this disaster?

Case Study Three: Water Contamination

You are a 100-bed hospital with a small public cafeteria for hospital visitors in Yukon, Minnesota. You are currently at 50% capacity. The local health department has just announced that the city water supply has been compromised due to a break in one of the main water pipes. The city has issued a boil water alert.

1. What kind of disaster(s) is this?
2. What are some safe sources of drinking water?
3. How would you go about determining how much water to purchase?
4. What is the recommended process for boiling water to kill bacteria?
5. What foodservice equipment should not be used during this time?
6. What are some alternate sources of “fluids” other than bottled water?

Case Study Four: Pandemic

National news has recently reported the outbreak of the H5N7 pandemic influenza. You are the foodservice manager of a small assisted living facility in Rural, Illinois, one-hour away from Chicago. As far as you know, no outbreak has been announced in your town. Your facility has established a pandemic influenza plan which includes a "lock down" on the establishment. This means that no unauthorized visitors will be allowed into the establishment. Your administrator expects you to develop policies with your staff to uphold the plan.

1. What type of disaster is this (short term, long term, water supply disruption)? Explain.
2. What are some personal hygiene policies you will need to discuss with your staff? Foodservice delivery personnel?
3. If staff members are affected by the pandemic influenza, what would be some ways that they could communicate with staff at the assisted living facility?
4. If you are short-handed what are some other possible sources of staff?
5. Name some examples of food supplies that you may want to stockpile in case of delayed deliveries.

SOURCES

Environmental Protection Agency. *Emergency Disinfection of Drinking Water*. EPA 816-F-06-027. August 2006. Available at <http://www.epa.gov/safewater>.

National Restaurant Association Educational Foundation. *ServSafe® Essentials, Seventh edition*. Chicago, IL: NRAEF, 2017.

Nursing Facility Minimum Licensing Standards Emergency Preparedness (LAC 48:I.9729)

U.S. Food and Drug Administration. *Food Facts: Food and Water Safety During Hurricanes, Power Outages, and Floods*. December 2007. Available at <http://http://www.fda.gov/food/resourcesforyou/consumers/ucm076881.htm>.

FOODSERVICE DISTRIBUTION AGREEMENT

Schedule

Reinhart: Reinhart Foodservice Louisiana, L.L.C.

Distribution

Centers: Reinhart Foodservice Louisiana, L.L.C. – New Orleans Division
918 Edwards Avenue
Harahan, LA 70123
Attention: Lenny Raymond
Email: ljraymond@rfsdelivers.com

Reinhart Foodservice Louisiana, L.L.C. – Shreveport Division
524 W. 61st Street
Shreveport, LA 71148
Attention: Paul Navarre
Email: pjnavarre@rfsdelivers.com

Customers: Each of the Customers party hereto from time to time
c/o Nexion Health, Inc.
6937 Warfield Avenue
Sykesville, MD 21784
Attention: Leslie Pappas
Email: lpappas@nexion-health.com

Product Categories:

<u>Item</u>	<u>Selling Margin</u>
Canned Goods	9.5%
Dry Groceries	11.0%
Meat, Poultry and Seafood	8.5%
Dairy, Cheese and Eggs	11.0%
Refrigerated Grocery	12.5%
Frozen Foods and Grocery	11.0%
Produce	15.5%
Beverages (without equipment)	11.0%
Paper / Disposables	12.0%
Supplies and Equipment	13.0%
Chemicals	15.0%

Date of Agreement: August 30, 2013

Term: 3 years

Key Performance Indicators:

Minimum Percentage of Orders Placed With DSSI:	80%
Maximum Deliveries Per Facility Per Week:	1 per week*
Minimum Average Delivery in Dollars:	\$3,084
Maximum Payment Terms (subject to Sections 13.4 and 16.5):	Net 30 days
Number of Manufacturer Contracted Product Items:	60 items
Number of Proprietary Product Items:	0 items
Average Cost Per Case:	\$28.35
Average Miles from Distribution Center to Facility:	78 miles

*Notwithstanding the foregoing, Reinhart will make two deliveries per week to each Facility listed on Exhibit C attached hereto and made a part hereof.

Quick Pay Incentive: Reinhart will provide each Customer with the following off-invoice allowance for payments received via ACH debit or automatic wire transfer as follows:

Payment Made in Days	Off-Invoice Allowance
8-14 days	0.25%
0-7 days	0.50%

New Customer Discount:

Reinhart will pay each Customer which is a signatory hereto on the date of this Agreement a new customer discount of \$238.10 during each of the first six months of this Agreement (for a total of \$1,428.57 per Customer). Such discount shall be deducted off-invoice on or before the 30th of each applicable month.

Reinhart Foodservice Louisiana, L.L.C. ("Reinhart") agrees with each of the entities party hereto (each, a "Customer" and collectively, the "Customers"), each a subsidiary of Nexion Health, Inc. ("Nexion") to provide distribution of the Products and related services to the skilled nursing and rehabilitation campuses (each, a "Facility" and collectively, the "Facilities") operated by the Customers during the Term of this Agreement as follows. Capitalized terms are defined either in the Schedule or in the section where first used.

1. **Primary Distributor.** The Customers agree to purchase from Reinhart, and Reinhart will order, purchase, receive, warehouse and distribute for and sell to the Customers, substantially all of their needs for foodservice and related products within those categories described on the Schedule (collectively, the "Products").
2. **Term of Agreement.** The term of the Agreement (the "Term") is as specified on the Schedule. The Term will automatically renew for successive one-year periods thereafter, unless Reinhart or the Customers give notice of non-renewal to the other party at least ninety (90) days prior to the end of the Term or any successive one-year period.
3. **Customers and Facilities.**
 - 3.1. Subsidiaries of Nexion that operate Facilities with a substantial similar service profile within Reinhart's then-current distribution service areas (the "Distribution Service Areas") may become Customers after the date hereof by executing and delivering to Reinhart a joinder agreement in the form of Exhibit D attached hereto.
 - 3.2. Each Customer has the right to add Facilities with a substantially similar service profile within Reinhart's then-current Distribution Service Areas. A list of Facilities serviced by Reinhart on the date of this Agreement is attached as Exhibit B to this Agreement.
 - 3.3. Upon Reinhart's receipt of notice from Nexion that a Customer no longer operates a Facility, this Agreement shall automatically be terminated with respect to such Customer.
 - 3.4. A Customer may request Reinhart to service Facilities outside of the Distribution Service Areas. Upon such request, Reinhart will use commercially reasonable efforts to solicit a distributor to service the outside Facilities from other distributors that operate outside the then-current Distribution Service Areas. In the event that Reinhart cannot engage a distributor to deliver Products to Facilities outside the Distribution Service Areas at prices acceptable to the Customer, the Customer may select an alternative distributor for the unserved Facility. Any Facility not serviced by Reinhart pursuant to this Agreement will not be included in any performance evaluations, including any calculations of average purchases or evaluations of Key Performance Indicators.

4. **Account Management.** Reinhart will appoint an account executive (the "Account Executive") as Nexion's primary contact to manage this Agreement. The Account Executive will coordinate the implementation and maintenance of the relationship established by this Agreement, including development of a transition plan, program planning and meetings, development of order guides, development of procedures manuals for the Facilities, implementation of manufacturer contracts for Products, and review of service levels, inventory management and dispute resolution. The Account Executive will schedule periodic business review meetings to review the performance of Reinhart under the Agreement and the status of the Key Performance Indicators described on the Schedule.
5. **Usage Reports and Data.**
 - 5.1. Reinhart will furnish Nexion with its standard usage reports generated by the DSSI order entry and reporting system. At additional cost and upon Nexion's request, Reinhart will make customized reports available to Nexion the extent reasonably practicable.
 - 5.2. Reinhart agrees to use commercially reasonable efforts to collect and process information in an accurate manner and will correct any errors, omissions or defects in the information within thirty (30) days after notice of the error, omission or defect is received. The correction methods and procedures may be determined by Reinhart in its sole reasonable discretion. Reinhart shall not be liable for any loss, damage or expense arising from or related to (a) loss or corruption of data, (b) errors in data mapping or data input or (c) any action or failure to take action by Nexion in reliance on the information collected and processed by Reinhart.
6. **[Intentionally Left Blank.]**
7. **Procedures Manual.**
 - 7.1. Reinhart will supply each Facility with a detailed procedures manual. The procedures manual will cover key contacts at the Distribution Center that services the Facility, procedures for ordering, delivery schedules, delivery procedures, key drops, receiving, credit memos, pick-ups, Product returns and recalls and other pertinent information.
 - 7.2. The procedures manual will establish the course of performance, course of dealing and usage of trade between Reinhart and the Facilities. The procedures manual will be updated as changes in procedures are made.
8. **Deliveries.**
 - 8.1. Reinhart will make deliveries to the Facilities at the frequency specified in the Schedule.

- 8.2. Reinhart's delivery schedules will be developed around mutually agreed-upon schedules. The delivery schedules may be modified from time to time as agreed upon by the parties.
- 8.3. Each Facility must provide Reinhart with notice of any delivery of non-conforming Products or shortage of, loss of or damage to Products, before Reinhart's driver leaves the Facility (except for key drop deliveries).
- 8.4. No key drop deliveries will be made to the Facilities.
- 8.5. If no notice of non-conforming Products or shortage of, loss of or damage to Products is given to Reinhart in the time specified in this Agreement, the applicable Customer waives the right to assert such matters.
- 8.6. Reinhart reserves the right to allocate Products among all of its customers in the event of any shortage of Products at any Distribution Center or in the event of a force majeure, as described in Section 21. In such event, Reinhart will provide Nexion and all affected Facilities with prompt notice of any such allocation.
- 8.7. Reinhart may, in its sole discretion, agree to accept Product returns from a Facility for reasons other than delivery error.

9. Pricing.

- 9.1. The Price of a Product is Reinhart's Cost, as defined below, plus the Selling Margin specified in the Schedule. If a Product category sold is not listed in the Schedule, Reinhart will provide the applicable Customer with the Selling Margin for such Product at time of order. Price is subject to adjustment as provided in Section 11.
- 9.2. For example, the Price of a Product with a 10% Selling Margin would be calculated as Cost divided by 0.9 ($100\% - 10\% = 90\% = 0.9$). A Product with a \$10.00 Cost would have a Price of \$11.12.
- 9.3. To simplify pricing, receiving and inventory valuation, all Prices with calculated penny fractions will be rounded up to the next highest penny per unit of sale.
- 9.4. "Cost" of a Product is defined as Reinhart's invoice cost from the manufacturer or supplier of the Product ("Manufacturer"), plus applicable freight, less any promotional allowances reflected on the Manufacturer's invoice and designated for the end user.
- 9.5. Cost is not reduced by cash discounts for prompt payment. Cost is also not reduced for payments such as performance-based incentives, or fees Reinhart

receives from a Manufacturer for marketing, freight management, warehousing, distribution, quality assurance or other services.

- 9.6. Cost for freight arranged by Reinhart will not exceed the rates established by recognized common carriers operating between the same points. Freight for transfers between Reinhart's Distribution Centers necessary to provide Products to the Facilities is included in Cost.
- 9.7. Cost of Products is calculated with the following frequencies:
 - 9.7.1. Cost will be calculated weekly for most commodity Products, including most protein products (including dairy), produce and oils.
 - 9.7.2. Cost will be calculated monthly for all other Products.
 - 9.7.3. If there is a major (more than 10%) increase in the Cost of any Product during a pricing period, Reinhart may make an immediate adjustment to the Price of the Product, effective upon notice given to the applicable Customer.
- 9.8. Price is based on full cases, and each split shall be marked up as a full case. A split-case surcharge equal to \$1.00 per case will be added to the Price of Products sold in split cases. Cost is measured on a per unit basis on the split.
- 9.9. Prices do not include taxes or other governmental charges imposed on the Products. Reinhart will invoice the applicable Customer for any such taxes or charges together with penalties and expenses, if any. If applicable, the purchasing Customer may provide Reinhart with any tax exemption certificates.
- 9.10. The pricing structure is based upon factors and programs disclosed to Reinhart in negotiations leading up to this Agreement. Should the Customers materially change factors or programs after the execution of this Agreement in a manner which negatively affects Reinhart's profitability, Reinhart may adjust pricing to maintain its originally anticipated profitability upon no less than 30 days' advance written notice to Nexion.

10. Manufacturer Contracted Cost.

- 10.1. Nexion may negotiate the invoice cost of a Product as well as Allowances, as defined below, directly with the Product's Manufacturer for up to the number of Manufacturer Contracted Product Items listed in the Schedule. Manufacturer agreements include agreements establishing the guaranteed invoice cost the Manufacturer will charge Reinhart for Products to be resold to the Customers, and agreements granting Allowances to Nexion. "Allowances" are off-invoice allowances, bill-backs, and other special arrangements granted by a Manufacturer to Nexion.

- 10.2. Nexion shall give Reinhart advance written notice of any such agreements with Manufacturers. Provided such notice is given, the Manufacturer agreements negotiated by Nexion will be used in place of Reinhart's Cost to calculate the Price of the Product, and any Allowances will be deducted from the Price charged by Reinhart for the applicable Product, subject to Section 10.3.
- 10.3. Nexion must promptly provide Reinhart with copies of any Manufacturer agreements entered into by Nexion for the purchase of Products, and also complete Reinhart's forms for reporting Manufacturer agreements (forms furnished upon Nexion's request). The agreements and forms may be transmitted to Reinhart by e-mail or facsimile. Nexion must submit revisions to Cost or Allowances pursuant to Manufacturer agreements to Reinhart by the 10th of the month to be valid for the next month.
- 10.4. Reinhart is not responsible for inaccuracies, errors or omissions made by a Manufacturer in the billing of the pricing and Allowances pursuant to Nexion's agreements with such Manufacturer.
- 10.5. If Nexion's contracting Manufacturer provides both the Product specified by Nexion, and also an equivalent Product that is branded to Reinhart, Reinhart has the right to provide its equivalent branded Product to Nexion so long as:
(a) Nexion has approved the equivalent branded Product for purchase; (b) the Manufacturer agrees that the contracted pricing can be applied to the equivalent branded Product; and (c) the equivalent branded Product is stocked by a Distribution Center servicing any Facility.

11. [Intentionally Left Blank.]

12. Proprietary Products.

- 12.1. Reinhart will maintain an inventory of Proprietary Product items up to the maximum number of items specified in the Schedule. Each separate SKU constitutes a separate item. Nexion must request Reinhart to stock or discontinue stocking Proprietary Products using Reinhart's standard form.
- 12.2. "Proprietary Products" are Products that would not be brought into the inventory of a Distribution Center but for Nexion's request. Proprietary Products include Products with Nexion's label or logo, special order Products, test Products, menu special Products, seasonal Products and Products branded to Reinhart (if Nexion designates that the Product must be procured from a specific manufacturer). What constitutes a Proprietary Product shall be determined by each Distribution Center, and what is a Proprietary Product in one Distribution Center may not be a Proprietary Product in another Distribution Center.

- 12.3. If Nexion specifies a particular manufacturer for a Proprietary Product that is not currently authorized by Reinhart, then such manufacturer will be required to complete Reinhart's standard manufacturer documentation before purchases can be made for resale to Facilities. Manufacturer documentation includes agreements regarding indemnification, insurance coverage and applicable pure food guarantees. If the manufacturer does not provide the documentation required by Reinhart and Nexion chooses to use that particular manufacturer, then Nexion shall execute an indemnity agreement that indemnifies Reinhart and its employees, officers and agents from all loss, damage and expense (including reasonable attorney's fees) for personal injury or property damage arising from or related to the delivery, sale, use or consumption of such Proprietary Products, except to the extent caused by Reinhart's negligence, or the negligence of its employees or agents.
- 12.4. Proprietary Products will be stocked in quantities designed to turn at least twelve (12) times per year in each applicable Distribution Center.
- 12.5. The Facilities will purchase a combined total of at least five (5) cases of each Proprietary Product per week from each Distribution Center that stocks such Proprietary Product. In the event this minimum is not met, Reinhart will notify Nexion. If the Facilities fail to increase total purchases of the Proprietary Product to the minimum in the thirty (30) days after such notice, then Nexion shall, at its option, do one of the following: (a) discontinue the Proprietary Product; (b) select an alternative Product regularly stocked by the Distribution Center, or (c) procure the Proprietary Product from another source, such as direct shipment from the manufacturer.
- 12.6. In the event Nexion discontinues a Proprietary Product at its option or under the provisions of Section 12.5(a) or (b), Nexion shall purchase the remaining inventory of Proprietary Products from all applicable Distribution Centers within forty-five (45) days of such discontinuance. Nexion shall pay Reinhart for such discontinued Proprietary Products either prior to or upon pick-up or delivery. If the discontinued Proprietary Products are not paid for within such time period, Reinhart may dispose of such Proprietary Products, but no such disposal shall relieve Nexion of its obligation to pay for such Proprietary Products.
- 12.7. No Product substitutions for Proprietary Products will be made without the approval of Nexion's authorized representative. Any approved substitute Products will be sold at the Price calculated for the substitute Product as described in Section 9.

13. Invoicing and Payment Terms.

- 13.1. Reinhart will provide each Facility with an invoice at the time of delivery. Each invoice will be clearly marked "For Information Only – DO NOT PAY." All invoices, including any credits and/or adjustments, must be submitted through

DSSI. The invoice will serve as the receiving document to aid the Facility's personnel to check in the shipment. Reinhart's driver will fill out and leave a copy of a "Request for Credit" for shipping errors discovered at the time of delivery or for Product rejected at the time of delivery and returned to Reinhart.

- 13.2. Payment shall be made by the Facility to Reinhart within the number of days specified in the Schedule. Terms are measured from the date of Reinhart's invoice to the date Reinhart receive payment.
- 13.3. All payments will be made without setoff or deduction of any kind.
- 13.4. The terms for payment specified in the Schedule are based on the creditworthiness of each Customer.
- 13.5. Reinhart's obligation to pay incentives and rebates will be suspended during any period when payments are not within the payment terms specified in the Schedule.

14. Key Performance Indicators.

- 14.1. The Customers acknowledge and agree that Reinhart's pricing and willingness to enter into the relationship established by this Agreement are predicated upon the Customers achieving the Key Performance Indicators listed in the Schedule. Each Key Performance Indicator will be calculated each full calendar quarter as the average for all Customers; provided, however, that Minimum Average Delivery in Dollars shall be calculated each calendar quarter.
- 14.2. If the Customers fail to achieve one or more of the Key Performance Indicators for a calendar quarter, Reinhart will notify Nexion of the need to review the deficiency and will recommend remedial action.
- 14.3. If the remedial action recommended in the notice is not taken within sixty (60) days after receipt of such notice, or if any of the Key Performance Indicators are not achieved in such sixty (60) day period, then Reinhart has the right to recommend an amendment to the terms of this Agreement. Unless the Customers agree to such amended terms by execution of an amendment to this Agreement, this Agreement will terminate thirty (30) days following the date Nexion receives Reinhart's notice.

15. Price Audit. Nexion has the right to audit Reinhart's Prices for Products once per calendar year, at Nexion's expense, as detailed below. Nexion's audit rights pursuant to this Section 15 may not be assigned or delegated to any Customer.

- 15.1. Nexion must notify the Distribution Center to be audited at least twenty (20) business days in advance of the audit.

- 15.2. Nexion has the right to check up to twenty-five (25) line items per audit, and to check one pricing period per item.
- 15.3. The audit will be limited to Products purchased from Reinhart within the previous ninety (90) days.
- 15.4. The audit will consist of reviewing computer reports documenting the Cost and Reinhart's calculation of the Price. If requested, Reinhart will provide Manufacturers' invoices and, where applicable, freight invoices. If any of the documents have been submitted electronically, Reinhart will furnish printouts of the electronic versions. Computer-generated price matching or electronic price audits are not permitted.
- 15.5. Nexion may not remove any of Reinhart's documents, or copies, provided for the audit from Reinhart's premises.
- 15.6. If Nexion requests that a third party be present during the audit, such third party must sign a Confidentiality Agreement in a form reasonably requested by Reinhart.
- 15.7. In the event of a discrepancy between the price charged by Reinhart and the Price as determined by the audit, the party that was the beneficiary of such discrepancy shall promptly reimburse the other party the amount of such discrepancy.

16. Credit and Collection.

- 16.1. Each Customer agrees to furnish Reinhart with a completed credit application using Reinhart's forms. Each Customer understands and agrees that until Reinhart approves its credit application, it will be on C.O.D. payment terms.
- 16.2. Any invoices not paid when due shall bear interest at the lesser of (a) 1.00% per month and (b) the highest rate permitted by law. Each Customer grants Reinhart an express right of setoff to apply any money or credit due from such Customer to Reinhart in any claim or action asserted by such Customer against Reinhart.
- 16.3. If any Customer fails to make a payment when due and the failure continues for ten (10) days after receipt of written notice from Reinhart, Reinhart may stop delivery of Products to such Customer's Facilities.
- 16.4. If Reinhart has reasonable grounds for insecurity as to a Customer's financial condition, Reinhart may, at its option, require such Customer to furnish Reinhart with its most recent internal financial statements. If the Customer fails to provide such financial statements within seven (7) days after Reinhart's request, or if the financial statements indicate that there has been a material erosion in the Customer's ability to satisfy its obligations under this Agreement, then Reinhart may serve notice on the Customer stating that the Customer's payment terms shall

be modified and made effective as specified in the notice. The modifications may include shortening payment terms, selling C.O.D., or requiring a standby letter of credit issued by a bank to secure payment.

16.5. [Intentionally Left Blank.]

16.6. If any proceedings are filed by or against a Customer in bankruptcy, or for appointment of a receiver or trustee, or if a Customer makes an assignment for the benefit of creditors, Reinhart may immediately stop delivery to such Customer's Facilities.

16.7. Each party will reimburse the other upon demand for all costs and expenses, including reasonable attorneys' fees and court costs, incurred in collecting any amounts due from the other party (whether in a trial, appellate, or bankruptcy court), or in enforcing its rights against the other party under this Agreement.

16.8. This Agreement may cover the sale of perishable agricultural commodities as those terms are defined by federal law. All fresh and frozen fruits and vegetables that have not been processed beyond cutting, combining or steam blanching are generally considered to be perishable agricultural commodities. All perishable agricultural commodities sold under this Agreement are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities and all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities, until full payment is received.

17. Termination.

17.1. A Customer may terminate this Agreement with respect to such Customer as follows:

17.1.1. For its convenience, upon written notice to Reinhart specifying an effective date of termination at least sixty (60) days after Reinhart's receipt of the notice.

17.1.2 If Reinhart is in material breach of this Agreement with respect to such Customer, and fails to cure such breach within thirty (30) days after receiving notice from such Customer, such Customer may terminate this Agreement upon written notice.

17.1.3. Immediately upon Reinhart's insolvency, cessation of business, operation as a going concern, assignment or attempted assignment for the benefit of creditors or similar acts, bankruptcy or institution of similar proceedings (whether by or against Reinhart), or dissolution or liquidation.

- 17.2. Reinhart may terminate this Agreement with respect to any Customer as follows:
- 17.2.1. For its convenience, upon written notice to such Customer specifying an effective date of termination at least sixty (60) days after such Customer's receipt of the notice.
 - 17.2.2. If such Customer is in material breach of this Agreement (other than for failure to make payment), and fails to cure such breach within thirty (30) days after receiving notice from Reinhart, Reinhart may terminate this Agreement with respect to such Customer upon written notice.
 - 17.2.3. If such Customer fails to make a payment at the time required under this Agreement, and such failure continues for ten (10) days after receiving notice from Reinhart, Reinhart may terminate this Agreement with respect to such Customer upon written notice.
 - 17.2.4. As provided in Section 14.3.
 - 17.2.5. Immediately upon such Customer's insolvency, cessation of business, operation as a going concern, assignment or attempted assignment for the benefit of creditors or similar acts, bankruptcy or institution of similar proceedings (whether by or against such Customer), or dissolution or liquidation.
- 17.3. Upon any termination of this Agreement other than in accordance with Section 17.1.2 or 17.1.3, the applicable Customer must purchase any remaining inventory of the Proprietary Products as follows:
- 17.3.1. Within five (5) days of the termination date, such Customer will provide Reinhart with written notice specifying which Proprietary Products will be purchased F.O.B. Reinhart's Distribution Centers, which Proprietary Products are to be delivered to such Customer, and/or which Proprietary Products are to be delivered to a successor distributor or third party.
 - 17.3.2. Any Proprietary Products purchased F.O.B. Reinhart's Distribution Centers will be purchased at a price equal to the Cost of the Products plus \$1.00 per case for receiving and warehouse handling services, and payment must be received at the time of pick-up.
 - 17.3.3. Any Proprietary Products delivered to a Customer, a successor distributor or a third party will be purchased at the Price of the Products, and payment must be received by Reinhart prior to or at the time of delivery.
 - 17.3.4. Such Customer agrees to purchase all perishable Proprietary Products within seven (7) days of the effective date of termination and all other Proprietary Products within fifteen (15) days of the effective date of

termination. If the Proprietary Products are not paid for within such time periods, Reinhart may dispose of the Proprietary Products, but no such disposal shall relieve such Customer of its obligation to pay for the Proprietary Products.

18. Warranties.

- 18.1. Reinhart hereby agrees to make each Customer a third-party beneficiary under all of the warranties (if any) Reinhart receives from the Manufacturers of the Products, to the extent it is possible under the terms of such warranties. Reinhart agrees to cooperate with each Customer in the enforcement of any such warranties, at such Customer's sole cost.
- 18.2. **Reinhart does not make any warranties with respect to the Products. Reinhart disclaims all warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose, or arising as a result of custom or usage in the trade or by course of dealing with regard to the Products.** Each Customer acknowledges that Reinhart has made no oral or written warranties with respect to the Products and is purchasing the Products with full assumption of the risks associated with this disclaimer, and the Price has been negotiated to reflect this assumption of risk.

19. Indemnification and Claim Limitations.

- 19.1. Each Customer agrees to indemnify Reinhart, its parent and affiliated companies, and the officers, directors, employees, and successors and assigns of the foregoing, from any loss, damage or expense (including reasonable attorneys' fees), arising out of or related to: (a) any breach of a representation or warranty made by such Customer under this Agreement; (b) any breach in the performance of such Customer's obligations under this Agreement; (c) such Customer's negligence in the performance of its obligations under this Agreement (to the extent not contributed to by Reinhart's negligence); and (d) any actions or omissions by such Customer concerning or related to the Products, including negligence or reckless conduct, storage, handling or preparation of the Products, additions or modifications to the Products, or use of the Products.
- 19.2. Reinhart agrees to indemnify each Customer, its parent and affiliated companies, and the officers, directors, employees, and successors and assigns of the foregoing, from any loss, damage or expense (including reasonable attorneys' fees), arising out of or related to: (a) any breach of a warranty or representation made by Reinhart under this Agreement; (b) any breach in the performance of Reinhart's obligations under this Agreement; (c) Reinhart's negligence in the performance of its obligations under this Agreement (to the extent not contributed to by the negligence of a Customer); or (d) any actions or omissions by Reinhart concerning or related to the Products, including negligence or reckless conduct,

storage, handling or preparation of the Products, additions or modifications to the Products, or use of the Products.

- 19.3. Reinhart and each Customer agree: (a) to notify each other in writing of any claim, act or omission likely to give rise to a claim for indemnification hereunder promptly upon learning of the claim (provided that the failure to give such notice shall not relieve the indemnifying party of any liability except to the extent such failure shall actually prejudice the indemnifying party); and (b) to permit the indemnifying party to defend the claim with counsel reasonably acceptable to the indemnified party, which consent will not be unreasonably withheld or delayed.
- 19.4. Notwithstanding anything to the contrary in this Agreement, Reinhart: (a) shall not be liable under this Agreement or otherwise for any loss, damage or expense incurred by a Customer that arises from or relates to a Product for which Nexion or a Customer designated the source or specifications, so long as Reinhart did not caused or contribute to the loss, damage or expense in the storage and handling of the Product; and (b) shall not be liable under this Agreement or otherwise for any loss, damage or expense incurred by a Customer to the extent such loss, damage or expense arises from or relates to the handling, preparation or use of a Product after delivery.
- 19.5. Reinhart's obligations upon its breach of any provision of this Agreement with respect to any Products purchased by a Customer hereunder are limited to replacement of the applicable Products or crediting the Customer the cumulative Price of the applicable Products. **No party shall be liable hereunder for payment of any consequential, incidental, indirect, punitive, special or tort damages of any kind, including any loss of profits. The limitations on the liability contained in this Agreement apply regardless of whether the form of the claim is based on contract, negligence, strict liability or tort law.**
- 19.6. The foregoing indemnification obligations and claim limitations shall survive the expiration or earlier termination of this Agreement.

20. Confidentiality.

- 20.1. Each party acknowledges that the relationship created by this Agreement may involve the disclosure and receipt of contracts, financial reports, plans, statements, data, documents, computer media, samples or other information that comprise, in whole or in part, confidential information that is not generally known to the public ("Confidential Information").
- 20.2. Each party agrees that, without the prior written consent of the other party, it will not divulge Confidential Information to any third party (except to its affiliates and advisors who, in each case, have a need to know such information for purposes contemplated by this Agreement, and only if such party is made aware of the confidential nature of such Confidential Information and agrees to be bound by

restrictions similar to those imposed by this Agreement on the use of Confidential Information).

- 20.3. Confidential Information does not include any information that: (a) is or becomes available in the public domain through no wrongful act of the receiving party; (b) is already in the receiving party's possession without an obligation of confidentiality prior to disclosure by the disclosing party in connection with this Agreement; (c) is rightfully disclosed to the receiving party by a third party without an obligation of confidentiality known to the receiving party; or (d) is independently developed by the receiving party without reference to any Confidential Information.
- 20.4. The provisions of this Section 20 shall expire on the date that is five (5) years from the expiration or earlier termination of this Agreement, except with respect to Confidential Information that constitutes a trade secret, as to which the provisions of this Section 20 shall not expire.
21. **Force Majeure.** No party is liable for any loss, damage, or expense from any delay in delivery or failure of performance due to any cause beyond the party's control, including fire or other casualty; strike or labor difficulty; accident; war conditions; riot or civil commotion; terrorism; government regulation or restriction; shortages in transportation, power, seasonal availability, labor or material; freight embargo; default of supplier; or events which render performance commercially impracticable or impossible. If such force majeure occurs, the party claiming force majeure must use reasonable best efforts to perform such obligation(s) under the circumstances. If the force majeure continues for a period of thirty (30) days or more, the non-performing party may terminate this Agreement, effective thirty (30) days following delivery of written notice. This Section does not relieve a party from any obligation to pay money when due.
22. **Food Safety.** Each Customer agrees to notify Reinhart, within forty-eight (48) hours after it become aware of its occurrence, of any illness, sickness, accident or malfunction involving any Products which results in injury to or death of persons, or damage to property, or the loss of its use. Each Customer agrees to cooperate fully with Reinhart in investigating and determining the cause of any such event, and shall cause each applicable Facility to cooperate.
23. **General.**
- 23.1. This Agreement shall be governed by the laws of the State of Louisiana without reference to its conflicts of laws rules. Any action or suit arising from or related to this Agreement or the Products must be commenced within one year after the cause of action has accrued, and may be filed in the state or federal courts located in Orleans Parish, Louisiana. Reinhart and each Customer consent to non-exclusive jurisdiction and venue in such courts.

- 23.2. For purposes of this Agreement (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation," (b) the word "or" is not exclusive and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole.
- 23.3. All notices or consents under the terms of this Agreement will be determined to have been properly delivered if personally served, sent by facsimile or e-mail transmission, or by reputable courier service to the address of the party set forth on the first page of the Schedule (or such other address designated by notice to the other party). Notice will be deemed to have been received: (a) if personally, when served; (b) if by facsimile transmission, on the first business day after transmission via fax with a confirmed receipt; (c) if by e-mail transmission, upon receipt; and (d) if by reputable courier, on the first business day after delivery to the courier, with postage prepaid.
- 23.4. Reinhart's obligations under this Agreement are extended to the Customers only, and shall not inure to the benefit of or form the basis of a claim by any purchaser of the Products or other party. The Customers' obligations under this Agreement are extended to Reinhart only, and shall not inure to the benefit of or from the basis of a claim by any other party. Neither a Customer nor Reinhart may assign this Agreement without the other party's written consent, which consent shall not be unreasonably withheld, delayed, or conditioned.
- 23.5. The remedies provided in this Agreement are cumulative. The exercise of any right or remedy under this Agreement shall be without prejudice to the right to exercise any other right or remedy in this Agreement, by law, or in equity.
- 23.6. This Agreement is the final, complete and exclusive expression of the agreement between Reinhart and the Customers for the sale of the Products to the Customers. This Agreement may be amended only by a written document executed by Reinhart and the Customers.
- 23.7. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be used against any person.
- 23.8. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by one party hereto, but together signed by both of the parties hereto.

[signature page follows]

Accepted and agreed to:

"REINHART"

REINHART FOODSERVICE, L.L.C.

By: B. J. Paulina
Name: Brian P. Paulina
Title: President

"CUSTOMERS"

NEXION HEALTH AT FLOWER
MOUND, INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT GARLAND, INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT CENTER, INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT HUNTSVILLE,
INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT ALLENBROOK,
INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT BAYTOWN,
INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT HUMBLE, INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT SHERMAN,
INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT NEW BOSTON,
INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT LINDEN, INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT BEECHNUT,
INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT GILMER, INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT MCKINNEY,
INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT GONZALES, INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT MOUNT
PLEASANT, INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT OMAHA, INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT WAXAHACHIE,
INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT BOGATA, INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT CLAIBORNE,
INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT KAPLAN, INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT LAFAYETTE,
INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT MARRERO, INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT WICHITA
FALLS, INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT NEW IBERIA
SOUTH, INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT THIBODAUX,
INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT PATTERSON,
INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT MANY NORTH,
INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT MINDEN, INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT NEW IBERIA
NORTH, INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT TERRELL, INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT VIVIAN, INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT
DUNCANVILLE, INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT LANCASTER,
INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

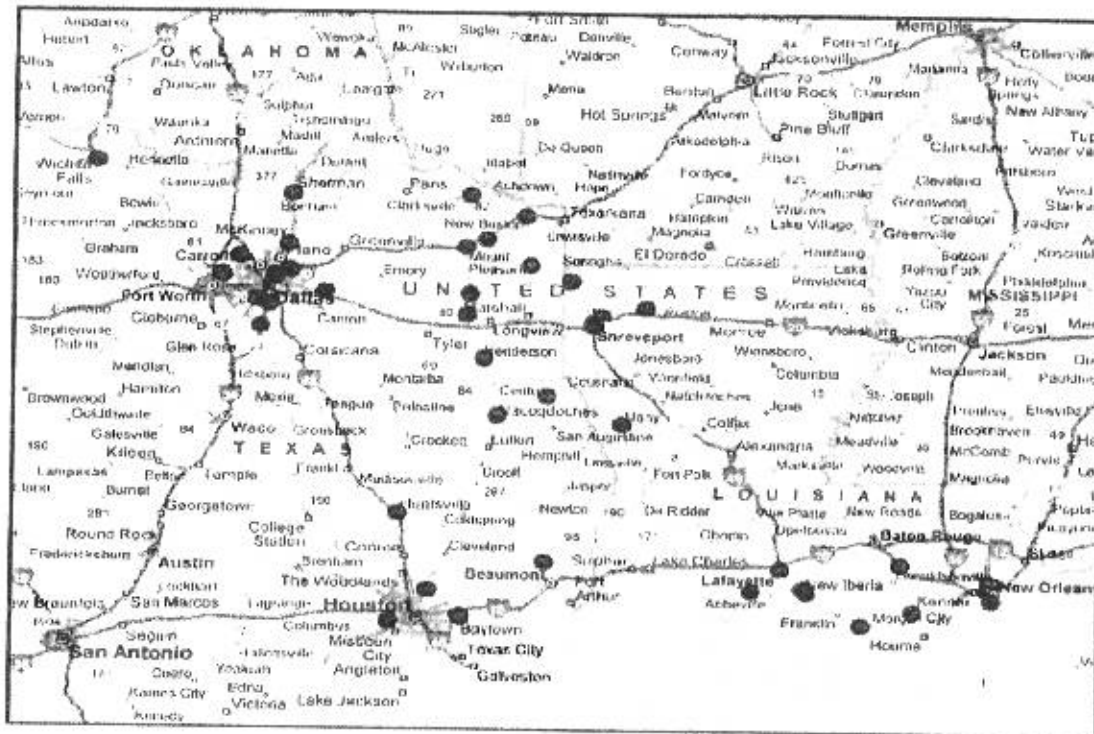
NEXION HEALTH AT TRUMAN, INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

NEXION HEALTH AT FORNEY,
INC.

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

EXHIBIT A
DISTRIBUTION SERVICE AREA



**EXHIBIT B
FACILITIES**

Facilities serviced from Reinhart's Shreveport Distribution Center:

Facility	Address	City	State	Zip
Allenbrook Healthcare Center	4109 Allenbrook Drive	Baytown	TX	77521
Beechnut Manor	12777 Beechnut Street	Houston	TX	77072
Green Acres of Baytown	2000 Beaumont Road	Baytown	TX	77520
Green Acres of Huntsville	1302 Nottingham Street	Huntsville	TX	77340
Humble Healthcare Center	93 Isaacks Road	Humble	TX	77338
Mount Pleasant Healthcare Center	1606 Memorial Street	Mt. Pleasant	TX	75455
New Boston Healthcare Center	210 Rice Street	New Boston	TX	75570
Omaha Healthcare Center	205 Giles Street	Omaha	TX	75571
Regency Healthcare and Rehab Center at Red River	2407 W. Main Highway 82	Clarksville	TX	75426
Truman W. Smith Children's Care Center	2200 West Upshur Avenue	Gladewater	TX	75647
Upshur Manor Nursing Home	623 Highway 155 North	Gilmer	TX	75644
Green Acres of Center	501 Timpson Street	Center	TX	75935
Ridgecrest Healthcare and Rehabilitation Center	561 W. Ridgecrest Road	Forney	TX	75126
Linden Healthcare Center	1201 W. Houston Street	Linden	TX	75563
Sherman Healthcare Center	817 W. Center Street	Sherman	TX	75090
Cross Timbers Rehabilitation and Healthcare Center	3315 Cross Timbers Road	Flower Mound	TX	75028
Duncanville Healthcare and Rehabilitation Center	419 South Cockrell Hill Road	Duncanville	TX	75116
McKinney Healthcare and Rehabilitation Center	253 Enterprise Drive	McKinney	TX	75069
Midwestern Healthcare Center	601 Midwestern Parkway East	Wichita Falls	TX	76302
Millbrook Healthcare and Rehabilitation Center	1850 West Pleasant Run Road	Lancaster	TX	75134
Pleasant Valley Healthcare and Rehabilitation Center	1525 Pleasant Valley Road	Garland	TX	75040
Renfro Healthcare Center	1413 West Main Street	Waxahachie	TX	75165
Terrell Healthcare Center	204 West Nash Street	Terrell	TX	75160
Meadowview Health and Rehab Center	400 Meadowview Road	Minden	LA	71055
Vivian Healthcare Center	912 S. Pecan Street	Vivian	LA	71082
Claiborne Healthcare Center	1536 Claiborne Avenue	Shreveport	LA	71103

<u>Facility</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Many Healthcare North	120 Natchitoches Highway 6 East	Many	LA	71449

Facilities serviced from Reinhart's New Orleans Distribution Center:

<u>Facility</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Marrero Healthcare Center	5301 August Avenue	Marrero	LA	70072
Thibodaux Healthcare Center	1300 LaFourche Drive	Thibodaux	LA	70301
Patterson Healthcare Center	910 Lia Street	Patterson	LA	70392
Lafayette Care Center	325 Bacque Crescent Drive	Lafayette	LA	70503
Kaplan Healthcare Center	1300 West 8th Street	Kaplan	LA	70548
New Iberia Manor South	600 Bayard Street	New Iberia	LA	70560
New Iberia Manor North	1803 Jane Street P.O. Box 9459	New Iberia	LA	70562
Gonzales Healthcare Center	905 West Cornerview Road	Gonzales	LA	70737

EXHIBIT C

FACILITIES WITH TWO DELIVERIES PER WEEK

<u>Facility</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Green Acres of Baytown	2000 Beaumont Road	Baytown	TX	77520

EXHIBIT D

JOINDER AGREEMENT

This Joinder Agreement (this "Agreement") dated as of the ____ day of _____, 20__ is made and entered into by and between _____ ("New Customer") and Reinhart Foodservice Louisiana, L.L.C. ("Reinhart").

RECITALS:

WHEREAS, New Customer operates a skilled nursing and rehabilitation campus and is a subsidiary of Nexion Health, Inc. ("Nexion");

WHEREAS, certain customers of Nexion and Reinhart have entered into a Foodservice Distribution Agreement dated as of _____, 2013, a copy of which is attached hereto as Exhibit A and incorporated herein (the "Distribution Agreement"; capitalized terms used herein without definition shall have the meanings set forth in the Distribution Agreement), pursuant to which Reinhart agrees to provide foodservice distribution services to skilled nursing and rehabilitation campuses operated by subsidiaries of Nexion in accordance with the terms and conditions contained in the Distribution Agreement and in this Agreement; and

WHEREAS, New Customer desires to become a Customer under the Distribution Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. New Customer agrees to purchase all of its needs for Products from Reinhart in accordance with the terms of the Distribution Agreement and to assume and perform all other obligations of a "Customer" under the Distribution Agreement. Reinhart agrees to supply all of New Customer's needs for Products in accordance with the terms of the Distribution Agreement.
2. New Customer agrees that it shall be solely responsible for paying Reinhart for Products supplied by Reinhart to New Customer pursuant to the Distribution Agreement.
3. This Agreement shall be governed by the laws of the State of Delaware without reference to its conflict of laws rules. This Agreement may be amended only by a written document executed by New Customer and Reinhart.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

[New Customer Name]

By: _____
Name: _____
Title: _____

Reinhart Foodservice Louisiana, L.L.C.

By: _____
Name: _____
Title: _____

EXECUTION COPY

SUPPLY AGREEMENT

This Supply Agreement dated the 1st day of March, 2011 (the "Agreement Date"), by and among the Entities listed in Exhibit A, each a Delaware corporation ("NexionEntities"), and Medline Industries, Inc., an Illinois corporation and its wholly owned consolidating subsidiaries, MedCal Sales LLC, an Illinois corporation, and Medline Industries Holdings, L.P., a Delaware corporation.

WHEREAS, the Nexion Entities are health care companies that provide long term care and rehabilitation services with business operations in Louisiana, Colorado and Texas;

WHEREAS, Medline Industries, Inc., is a supplier of medical-surgical, durable medical, textile, wound care and other medical supply products ("Products") for acute care, long-term care and other healthcare institutions conducting business operations in all states with the exception of the following: California, Illinois, Pennsylvania, Tennessee, Texas and Washington;

WHEREAS, MedCal Sales LLC is a supplier of medical-surgical, durable medical, textile, wound care and other medical supply products ("Products") for acute care, long-term care and other healthcare institutions conducting business operations in all states of California and Illinois;

WHEREAS, Medline Industries Holdings, LP is a supplier of medical-surgical, durable medical, textile, wound care and other medical supply products ("Products") for acute care, long-term care and other healthcare institutions conducting business in the states of Pennsylvania, Tennessee, Texas and Washington (Medline Industries, Inc., MedCal Sales LLC, Medline Industries Holdings, LP, and all other wholly owned consolidating subsidiaries collectively referred to as "Medline");

WHEREAS, the Nexion Entities and Medline intend to establish a vendor-vendee relationship.

NOW, THEREFORE, in consideration of the terms and conditions set out herein, the parties agree as follows:

1. **Term of Supply Agreement.** This Supply Agreement shall commence on the Agreement Date, and terminate on 2-28-14, however either party may terminate this agreement without cause with 60 days written notice.
2. **Purchase Commitments and Rebate.** In each contract year, the Nexion Entities shall purchase no less than 95% of its Product requirements from Medline under this Agreement. In each contract year, Medline shall pay the Nexion Entities a 5% rebate on net purchases of Medline brand products only, provided that all invoices relating to such year are paid within payment terms as provided in Section 3. The rebate shall be due and

MP

owing theNexion Entities within 60 days of the close of each quarter in the relevant contract year. The Nexion Entities must pay all invoices within the payments terms below to qualify for the rebate. Medline reserves the right to set-off any rebate against any outstanding and overdue account balance.

3. **Pricing and Payment Terms.** The purchase price of Products shall be at such fair market prices as are mutually agreed to by the parties. Initial prices have been agreed to and are either attached to this Supply Agreement as an Exhibit, or have been loaded in each party's ordering/billing systems. All prices hereunder are FOB on each facility's designated ship day(s). Prices of Medline brand Products are firm for 12 months. The purchase price of Products shall be at such fair market prices as are mutually agreed to by the parties. Notwithstanding the forgoing and any other term or condition of this Supply Agreement, Medline may reasonably adjust prices of Medline brand Products hereunder on 30 days notice in the event of verified changes in the cost of raw materials and/or production or distribution variables. Prices of non-Medline brand products may be increased upon reasonable notice, in the event Medline's acquisition/distribution cost of such Products increases. Notwithstanding any other provision in this Agreement relating to pricing, under no circumstances will Medline be required to sell a product at a price below Medline's cost for that product. In the event any price hereunder is, at any time, below Medline's cost for that product, Medline may increase the price of the product or remove it from the Agreement. Payment terms are net 90 days from the receipt of an invoice by Nexion Health Services. Any account balance more than 15 days past due shall accrue interest at the rate of 1.0% per month. Any accrued interest will be deducted from the rebate. Medline accepts payment by check, money order or wire transfer only. All pricing in this Agreement is applicable to cash sales only. In addition to the Agreed Price, the Nexion Entities shall be responsible for the payment of all applicable sales, use, retailer's, occupation tax and any excise tax incurred by Medline industries, Inc. on all Products and Services provided to the Nexion Entities pursuant to this Agreement. To the extent these taxes are applicable, One hundred percent (100%) thereof shall be added to invoices and paid in full by the NexionEntities, unless the Nexion Entities are exempt from such taxes and furnishes Medline Industries, Inc. with a certificate of exemption in a form reasonably acceptable to Medline. In the event the Nexion Entities claim exemption under this Agreement, the Nexion Entities agree to indemnify and hold Medline harmless from any and all subsequent assessments levied by a proper taxing authority for such taxes, including interest, penalties and late charges.

3a. **Executive Summary** This was the working document used during the RFP and is being attached as exhibit B for reference in regards to determining pricing, freight, terms, value added services etc.

4. **Quality.** The Products purchased pursuant to this Supply Agreement shall be first quality products. The Nexion Entities may return any Products that do not satisfy the quality standards agreed to herein within 30 days of receipt and receive a full refund.

5. **Delivery.** All shipments of Products shall be shipped to such address or addresses as indicated by the Nexion Entities on the purchase order. Any errors in shipping on Medline's part shall be cured at no additional cost to the Nexion Entities. In such case, Medline will pay freight costs both ways. Other returns shall be handled in accordance with Medline's return policy, a copy of which has been provided to the Nexion Entities. In the event of returns of non-Medline Products, returns also may be subject to the policies and restrictions of the manufacturer.

6. **Surplus Products Policy**

As part of Medline's distribution arrangement with the Nexion Entities, Medline is ordering into stock Products (non-Medline and Medline Brand Products) specific for distribution to the Nexion Entities on a cost plus 10% basis.

Medline will maintain a maximum 60 day inventory level for the Nexion Entities. Because Medline is bringing Products in specifically to the Nexion Entities' branch and specifically for the Nexion Entities, Medline reserves the right to implement the following for any product which after 90 days has not been ordered:

- a. Sell Products to other established accounts serviced from the same distribution branch.
- b. Stock transfer Products to other established accounts (the Nexion Entities would be responsible for any associated freight and stock transfer fees), or
- c. Invoice the Nexion Entities under the purchase order "SURPLUS" unless a separate purchase order is provided for any quantity of goods which after 90 days have not been ordered by Nexion Health Services, or
- d. Return the Products and assess the Nexion Entities any restocking or freight charges that Medline would incur by returning the Products to the manufacturer.

7. **Indemnification, Warranties, Specifications and Notices.**

7.1 **Indemnification.** Medline hereby agrees to indemnify, defend and hold harmless the Nexion Entities and their respective directors, officers, employees, agents and insurers, from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs (including reasonable attorneys' fees) and judgments arising out of bodily injury, property damage or any other damage or injury caused by use of the Products.

7.2 **Warranties and Published Specifications.** Medline warrants that the Products shall be free from defects in material and workmanship and shall conform to the published specifications for such Products and Medline's representations regarding the functions and uses for which the Products are marketed. All Products shall be and shall remain in compliance with all applicable federal, state and local laws and regulations. All of the warranties referenced or set forth in this Section 6.2 shall be in addition to all other warranties which may be prescribed by law.



8. **Termination.** In the event of a material breach of this Supply Agreement, the non-breaching party shall notify the breaching party in writing, of the specific nature of the breach and shall request that it be cured. If the breaching party does not cure the breach within 30 days of such notice, the non-breaching party may immediately terminate this Supply Agreement on written notice to the breaching party, and such termination shall not preclude the non-breaching party from pursuing any and all remedies available to it at law or at equity.

9. **Force Majeure.** In the event performance of any term or condition of this Agreement is delayed or prevented in whole or in part because of or related to (a) compliance with any law, decree, request, or order of any governmental agency or authority, whether local, state, provincial or federal, (b) riots, war, acts of terrorism, public disturbances, strikes, lockouts, differences with workmen, fires, explosions, storms, floods, acts of God, accidents of navigation, breakdown or failure of transportation, manufacturing, distribution, storage or processing facilities, (c) failure of or interference with the manufacture, receiving, handling, delivery or consumption of the Products, (d) the imposition of new or increased tariffs, taxes, duties and the like, or (e) for any other reason (whether or not of the same class or kind as herein set forth) which is not within the reasonable control of the party whose performance is interfered with and which by the exercise of reasonable diligence said party is unable to prevent (such occurrences referred to herein as "force majeure"), or in the event any force majeure results in an inability to obtain at reasonable prices or in sufficient quantities the Products or the raw materials, chemicals, catalysts, fuel, power, labor, containers or transportation or distribution facilities or equipment, relating thereto, then the party so suffering may at its option suspend deliveries or receipts during the period such cause continues, and no liability will attach against either party on account thereof. Notwithstanding any other term or condition of this Agreement, in the event of a force majeure affecting Medline as described above, Medline may apportion its available supply of such Products among its purchasers on any basis Medline reasonably considers equitable without incurring any liability and/or adjust the prices of the Products to reasonably offset increased costs relating to the force majeure. The provisions of this section will not be available to either party who fails to use reasonable diligence to remedy the situation and remove the cause in an adequate manner. If the Nexion Entities are required to use other suppliers to fulfill their needs as a result of the force majeure event, the supplies purchased shall not count against the purchase commitment of Section 2 and will not affect the Nexion Entities' ability to obtain the rebate described in Section 2 for that portion of the contract year not subject to the force majeure event.

10. **Compliance.** The Nexion Entities will report any discounts or rebates earned and paid under this Agreement on their institutional cost report(s), or otherwise disclose the amount of the discount or rebate to the appropriate federally funded program, in compliance with the discount safe harbor provisions of the Anti-Kickback Statute and its implementing regulations. 42 CFR § 1001.952(h). All discounts and rebates will be provided based on purchases of products within a single fiscal year of the Nexion Entities, and the terms of the discounts and rebates are fixed as set forth in this Agreement. Medline will provide the Nexion Entities with notice on invoices of the

Nexion Entities' obligation to fully and accurately report the amount of any earned discounts or rebates in compliance with the safe harbor provisions and to provide information concerning the discounts and rebates to the Secretary of the United States Department of Health and Human Services or any applicable state Medicaid agency, if requested. Medline will also disclose the amounts of the discounts and rebates in writing to the Nexion Entities at the time of purchase on the invoice or at such time as the discounts or rebates are ascertainable.

11. Miscellaneous

11.1 Contents of Supply Agreement, etc. Any and all Exhibits hereto are intended to be and hereby are specifically made a part of this Supply Agreement. This Supply Agreement sets forth the entire understanding of the parties with respect to the transactions contemplated herein, and shall be amended only by a written instrument signed by all parties. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are superseded by this Supply Agreement.

11.2 Waiver. Any term or provision of this Supply Agreement may be waived at any time by the party entitled to the benefit thereof by a written instrument duly executed by such party.

11.3 Notices. Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or sent by facsimile or by registered or certified mail, postage prepaid, as follows:

If to the Nexion Entities, to:

c/o Nexion Health Management, Inc.
6937 Warfield Avenue
Sykesville, MD[]
Attn: General Counsel

If to Medline, to:

Medline Industries, Inc.
One Medline Place
Mundelein, Illinois 60060
Attention: Alex Liberman, General Counsel
Facsimile No.: (847) 949-2633

or to such other address as the addressee may have specified in a notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have given as of the date so personally delivered or facsimile or three (3) days after being deposited in the mail.

11.4 Governing Law. This Supply Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Illinois.

11.5 Successors and Assigns. The representations, warranties, covenants and agreements contained in this Supply Agreement are for the sole benefit of the parties hereto and their heirs, executors, administrators, legal representatives, successors and assigns, and they shall not be construed as conferring any rights on any other persons. This Supply Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors and assigns in accordance with the terms hereof.

11.6 Headings, Gender and "Person". All section headings contained in this Supply Agreement are for convenience of reference only, do not form a part of this Supply Agreement and shall not affect in any way the meaning or interpretation of this Supply Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. Any reference to a "person" herein shall include an individual, firm, corporation, partnership, trust, governmental authority or any other entity.

11.7 Severability. Any provision of this Supply Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11.8 Counterparts. This Supply Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Supply Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by the parties. It shall not be necessary in making proof of this

Supply Agreement or any counterpart hereof to produce or account for any of the other counterparts.

[The remainder of the page has been intentionally left blank.]

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Supply Agreement as of the date below written.

ENTITIES LISTED IN EXHIBIT A]
MEDLINE INDUSTRIES, INC.

By: Francis P. Kieley

Date: 12-20-10

Name: Francis P. Kieley

Title: President / CEO

By: [Signature]

Date: 12-20-10

Name: Manny Rapallo

Title: VP National Account Mgr

Nexion Entities

Legal Entity	d/b/a Name	Address
Nexion Health at Flower Mound, Inc.	Cross Timbers Rehabilitation and Healthcare Center	3315 Cross Timbers Rd. Flower Mound, TX 75028
Nexion Health at Allenbrook, Inc.	Allenbrook Healthcare Center	4109 Allenbrook Drive Baytown, TX 77521-3239
Nexion Health at Garland, Inc.	Pleasant Valley Healthcare and Rehabilitation Center	1525 Pleasant Valley Rd. [formerly: 1922 Castle Drive] Garland, TX 75040
Nexion Health at Baytown, Inc.	Green Acres of Baytown	2000 Beaumont Baytown, TX 77520-3114
Nexion Health at Center, Inc.	Green Acres of Center	501 Timpson St. Center, TX 75935-3439
Nexion Health at Humble, Inc.	Humble Healthcare Center	93 Isaacks Road Humble, TX 77338
Nexion Health at Huntsville, Inc.	Green Acres of Huntsville	1302 Nottingham Street Huntsville, TX 77340
Nexion Health at Oak Manor, Inc.	Oak Manor Nursing Home	1200 Ferguson Nacogdoches, TX 75961
Nexion Health at Sherman, Inc.	Sherman Healthcare Center	817 W. Center Street Sherman, TX 75090
Nexion Health at New Boston, Inc.	New Boston Healthcare Center	210 Rice Street New Boston, TX 75570
Nexion Health at Mount Pleasant, Inc.	Mount Pleasant Healthcare Center	1606 Memorial Street Mount Pleasant, TX 75455
Nexion Health at Linden, Inc.	Linden Healthcare Center	1201 W. Houston Street Linden, TX 75563
Nexion Health at Omaha, Inc.	Omaha Healthcare Center	205 Giles Street Omaha, TX 75571
Nexion Health at Beechnut, Inc.	Beechnut Manor	12777 Beechnut Street Houston, TX 77072-3899
Nexion Health at Waxahachie, Inc.	Renfro Healthcare Center	1413 West Main Street Waxahachie, TX 75165
Nexion Health at Gilmer, Inc.	Upshur Manor Nursing Home	623 Highway 155 North Gilmer, TX 75644
Nexion Health at Bogata, Inc.	Regency Healthcare and Rehabilitation Center at Red River	2407 West Main Street (Hwy 82) Clarksville, TX 75426-3327
Nexion Health at McKinney, Inc.	McKinney Healthcare and Rehabilitation Center	253 Enterprise Drive McKinney, TX 75069

Nexion Entities

Legal Entity	d/b/a Name	Address
Nexion Health at Claiborne, Inc.	Claiborne Healthcare Center	1536 Claiborne Avenue Shreveport, LA 71103
Nexion Health at Gonzales, Inc.	Gonzales Healthcare Center	905 West Cornerview Road Gonzales, LA 70737
Nexion Health at Kaplan, Inc.	Kaplan Healthcare Center	1300 West 8 th Street Kaplan, LA 70548
Nexion Health at Lafayette, Inc.	Lafayette Care Center	325 Bacque Crescent Drive Lafayette, LA 70503
Nexion Health at Many North, Inc.	Many Healthcare North	120 Natchitoches Highway 6 East Many, LA 71449
Nexion Health at Marrero, Inc.	Marrero Healthcare Center	5301 August Lane Marrero, LA 70072
Nexion Health at Minden, Inc.	Meadowview Health and Rehab Center	400 Meadowview Road Minden, LA 71055
Nexion Health at Wichita Falls, Inc.	Midwestern Healthcare Center	601 Midwestern Parkway East Wichita Falls, TX 76302
Nexion Health at New Iberia North, Inc.	New Iberia Manor North	1803 Jane Street, P.O. Box 9549 New Iberia, LA 70562
Nexion Health at New Iberia South, Inc.	New Iberia Manor South	600 Bayard Street New Iberia, LA 70560
Nexion Health at Pierremont, Inc.	Pierremont Healthcare Center	725 Mitchell Lane Shreveport, LA 71106
Nexion Health at Terrell, Inc.	Terrell Healthcare Center	204 West Nash Street Terrell, TX 75160
Nexion Health at Thibodaux, Inc.	Thibodaux Healthcare Center	1300 La Fourche Drive Thibodaux, LA 70301
Nexion Health at Vivian, Inc.	Vivian Healthcare Center	912 S. Pecan Street Vivian, LA 71082
Nexion Health at Patterson, Inc.	Patterson Healthcare Center	910 Lia Street Patterson, LA 70392
Nexion Health at Cherry Creek, Inc.	Cherry Creek Nursing Center	14699 E. Hampden Ave. Aurora, CO 80014-3903
Nexion Health at Lumberton, Inc.	Village Creek Rehabilitation and Nursing Center	705 N. Main St. Lumberton, TX 77657
Nexion Health at Southwood, Inc.	Southwood Nursing and Rehabilitation Center	200 Southwood Dr. Henderson, TX 75654-3257

Nexion Entities

Legal Entity	d/b/a Name	Address
Nexion Health at North Richland Hills, Inc.	Green Valley Healthcare and Rehabilitation Center	6850 Rufe Snow Dr. North Richland Hills (Fort Worth), TX 76148
Nexion Health at Duncanville, Inc.	Duncanville Healthcare and Rehabilitation Center	419 S. Cockrell Hill Rd. Duncanville, TX 75116-4939
Nexion Health at Lancaster, Inc.	Millbrook Healthcare and Rehabilitation Center	1850 W. Pleasant Run Rd. Lancaster, TX 75146-1230
Nexion Health at Many South, Inc.	Many Healthcare South	255 Middle Creek Road Many, LA 71449
Nexion Health at Forney, Inc.	Ridgecrest Healthcare and Rehabilitation Center	561 E. Ridgecrest Road Forney, TX 75126

2021 Nursing Home Emergency Preparedness Plan Survey

SUPPLY CONTRACTS COVER SHEET

TYPE or CLEARLY PRINT and attach a cover page to each type of supply agreement or of supply contract. Complete this cover page for each supplier named in the facility plan.

Example: If there are 5 supply contracts there should be 5 coversheets, one attached to the front of each signed and dated contract. If there are 5 suppliers named in one agreement there should be 5 coversheets attached to that agreement.

Ongoing supply contracts will need to be verified annually and signed by all parties.

Type of Supply: MEDICAL SUPPLY

Name of Supplier:

MED-LINE INDUSTRIES

Contact Person: TODD ROMIG

Phone # of Contact Person: 504-256-1798

FAX#: 866-914-2730

E-Mail Address: TROMIG@MEDLINE.COM

Indicate where the supplies are to be delivered to;

- ☐ Evacuation host site
- ☐ Nursing home's licensed facility
- ☒ determined upon decision of sheltering or evacuating

Time Lines or Restrictions: H-Hour or the number of hours needed.

What is the latest time that supplier can be contacted according to agreement?

72 HRS

How long will it take to receive the delivery?

1-2 HRS.

Date of agreement/contract/verification: JANUARY 1, 2021

Date agreement/contract ends: RENEWS ANNUALLY



Medline Industries, Inc.
Three Lakes Drive
Northfield, IL 60093

1.847.949.5500
1.800.MEDLINE (633.5463)

medline.com

January 1, 2021

Medline Industries, Inc. Disaster Preparedness Program

Dear Valued Customer:

Medline Industries, Inc. is committed to our customers' needs in time of crisis. One of our greatest strengths is our network of distribution facilities and staffing spread across 40+ locations, another is our private truck fleet which begins to give us complete control over delivery capabilities, particularly in an emergency period when there is severe competition for transportation resources. In addition to our private fleet, Medline has contractual agreements with over 100 transportation providers throughout the country, including the highest-rated same day/emergency delivery carriers. Our inventory management system helps us achieve the highest service levels in the Healthcare industry. In the event of a disaster the same system can be used to redirect more than \$2,000,000,000 of inventory into a targeted geography relatively quickly. We have developed programs which allow our customers the option of stockpiling inventory on items of their choosing without incurring the additional expense. Please let us know if you would like to set something up for your facility. We have expanded our production facilities which are now strategically located across three continents. We also have exclusive partnerships with leading suppliers of domestic raw materials.

Medline is a major contractor with the Department of Defense, the Department of Homeland Security, FEMA, and the CDC National Stockpile programs. From our Disaster Response Center in Mundelein, IL, we have repeatedly demonstrated our ability to successfully marshal action across our entire network of resources: product, facilities, trucks, and people. In the event of a pandemic or any other major disaster, Medline Industries, Inc. will work closely with your facility as well as other medical facilities in the area to ensure all customer needs are responded to as promptly as possible.

In the event of a disaster or other crisis, Medline will activate its Emergency Action Plan or EAP. Medline's Disaster Response Team (DRT) will meet in our Disaster Response Center to determine the nature and scope of the event and initiate an appropriate response. The DRT will continue to meet twice daily to reassess the situation and redirect resources when and where appropriate. The DRT is empowered with the authority to take whatever actions it feels are necessary to respond in a manner consistent with Medline's mission, vision and core values. In the event that a natural or other disaster destroys or renders a Medline facility inoperable, one of three assigned back-up distribution centers will act as a temporary distribution center for a designated service area. Within two (2) hours all orders will be moved to the back-up branch until such time as the primary branch can resume operations. MedTrans assets and personnel will be repositioned to provide additional support services in areas with the most critical need. As the situation dictates, inventory will be reallocated to the appropriate back-up distribution center to accommodate the increased demand. Medline will extend its hours of operation in all appropriate locations to ensure all customers' needs are met. Medline has contractual agreements with both LTL (common) carriers and same-day express delivery services that will also flex their hours of operation as required. Medline will continue to process orders and make deliveries as long as the safety of our employees is not jeopardized and local authorities do not impede service. In times of crisis, customer pickups will be available as long as the facility is secure and operational. In the event of a pandemic some other restrictions may apply in an effort to protect our employees, our customers, and their needs.

Please ask your Medline sales representative for a copy of our Disaster Preparedness and Response Plan for additional information, including a disaster preparedness checklist, which has been developed after years of experience working with customers before, during, and after catastrophic events.

Medline's customer service and emergency hotline can be reached between 7 a.m. and 7 p.m. CST at 1-800-MEDLINE, after 7 p.m. CST call 563-543-0558, or you can contact any one of us for your immediate assistance.

Jim Boyle
EVP, Sales
Medline Industries, Inc.
847-643-4577 - Office

Bill Abington
President, Global Operations
Medline Industries, Inc.
847-949-2002 - Office

Wes Swearingin
SVP, Operations
Medline Industries, Inc.
847-643-4255 - Office



Medline Industries, Inc.

Disaster preparedness and response plan for
the continued availability of essential medical
and surgical supplies.

Gulf Coast Disaster Plan
Updated January 2021

PURPOSE AND SCOPE

Medline Industries, Inc. is committed to our customers' needs in time of crisis. Our substantial investment in specialized equipment, systems and other resources has allowed us to actively and immediately respond to a wide range of disasters over the past years, playing a key or leading role for our customers in many of them. This Disaster Preparedness and Response Plan contains general, but key, information pertaining to Medline's readiness, capabilities, and service parameters in the event and/or anticipation of a disaster including a pandemic epidemic. Medline maintains a proprietary, internal, detailed plan that is used during activation of the Disaster Response Team.

This Disaster Preparedness and Response Plan provides guidance for customers who are developing their own response plan. This information should be used in conjunction with your own Internal Supply Chain Team and your Director of Emergency Preparedness, along with any of your other internal (Infection Control, Legal, Occupational Health, etc.) and external (Governmental, Homeland Security, State Police, Other 3rd Parties, etc.). Medline is available to coordinate with these internal and external teams and resources for discussion and planning purposes, in addition to working with them in times of disaster.

A Disaster Preparedness checklist can be found on Page 6 of this document. The checklist was developed to help customers prepare for a catastrophic event and includes pre- and post-event recommendations.

There is a Medline Customer Service and Operations Key Contact List on page 7. This list identifies individuals within our organization who are dedicated to meeting your needs. Branch information on page 8 is included to reassure you that Medline is well positioned to protect continuity of service. Combined, this information should help your customer partner with Medline before, during, and after catastrophic events.

Medline Operations and Inventory Management encourage you to escalate calls whenever you experience a breakdown in communication. Our expert team is dedicated to serving your needs.

Medline Capabilities

Medline's experience includes leading air and ground efforts to move both supplies and patients during Hurricane Katrina, middle of the night inventory replenishment for customers who have experienced floods and fires, as well as massive efforts to support customers in specific geographic regions who were hit by fire; floods, ice storms, tornados and hurricanes. We've assisted customers in bringing their own facilities back online after catastrophic damage.

Our greatest strengths include our network of 40+ distribution centers with 20+ million SF, thousands of dedicated Team Members, 1,150+ power units in our owned fleet, \$2.0+ billion in domestic inventory, critical disaster response equipment, and our detailed internal disaster response plan. This is in addition to strategic contractual agreements with third party transportation providers and world class emergency preparedness and response partners that we train and work with.

MedTrans is our private truck fleet, which can provide Medline with complete control over delivery capabilities, particularly in an emergency period when there is severe competition for transportation resources. In addition to our private fleet, Medline has contractual agreements with over 100 transportation providers throughout the country, including the highest-rated, same-day/emergency delivery carriers, both ground and air.

Medline's inventory management system helps us achieve the highest service levels in the Healthcare industry. In the event of a disaster the same system can be used to redirect any portion of more than

\$2,000,000,000 of inventory into a targeted geographic area. For the Gulf Coast, our distribution centers in Auburndale, FL; Medley, FL; Oklahoma City, OK; Prattville, AL; Maumelle, AR; Katy, TX; Memphis, TN; Hammond, LA; and Covington, LA; combined with the Wilmer, TX and McDonough, GA distribution centers (two of our largest central stocking locations or "Hubs"), offer a logistical advantage in times of crisis. As situations occur, inventory is immediately re-directed to the areas with the most critical need.

We have also developed programs which allow our customers the option of stockpiling inventory on items of their choosing without incurring the additional expense of self-storage. Please let us know if you would like to review this option for your facility.

We have expanded our production facilities which are now strategically located across three continents. We also have exclusive partnerships with leading suppliers of domestic branded raw materials.

Medline is a major contractor with the Department of Defense, FEMA and the CDC National Stockpile programs.

From our Disaster Response Centers in Mundelein, IL and Dubuque, IA, we have repeatedly demonstrated our ability to successfully marshal action across our entire network of resources: products, facilities, trucks, and team members. In the event of a pandemic or other major disaster, Medline Industries, Inc. will work closely with your facility, as well as other medical facilities in the area, to ensure all customer needs are responded to as promptly as possible.

MEDLINE EMERGENCY ACTION PLAN

In the event of a disaster or other crisis, Medline will activate its Emergency Action Plan or EAP. The Corporate Disaster Response Team (DRT) is preapproved by the Medline Board of Directors to take whatever actions and commit whatever resources (financial and operational) are required to respond in a manner consistent with Medline's Mission, Vision, and Core Values.

Medline's Disaster Response Team (DRT)

The DRT will meet in our Disaster Response Center to determine the nature and scope of the event and initiate an appropriate response.

The DRT consists of the following: President of Global Operations, CIO, Sales EVP, VPs' Operations, VP Inventory Management, VPs' Transportation, Director of Customer Service, and the Director Operations and Warehouse Manager of affected, distribution centers and their back-up centers.

The President Global Operations or Region VP Operations will lead the DRT and utilize the detailed internal disaster plan for the specific disaster and assign action items to each member of the DRT, who will then engage all internal and external resources that are part of their response plan.

The DRT or members of the team will be dispatched to the affected site by air, if it is determined that would be more effective.

The DRT will continue to meet twice daily to reassess the situation and redirect resources when and where appropriate. This will include communications discussed below.

Customer Communications

1. Once the nature and scope of the event is determined, the VP of Operations and the local Distribution Center Director will contact Senior Sales person(s) for the geographical area. Please note that Medline Operations sends notifications to Customer Service and Field Sales in advance and tracks any disasters that can be anticipated.
2. The Senior Sales person and VP Operations will contact customers (contacts and methods of communication vary by Customer and Request) to determine short and long term critical needs.
3. Based on Customer requirements and intensity of event, plans will be developed to ensure the requested inventory is delivered as early as possible to ensure continuity of business. All members of the DRT will be utilized (Transportation, Inventory Management, IS, Customer Service.) Please note that before we even get customer orders (except for Standing Emergency Orders which we strongly encourage customers to consider), we have already begun redirecting additional inventory to the affected area.
4. If any portion of the plan changes for any reason, the Medline VP Operations is accountable to notify Medline Senior Sales and the customer to discuss cause of change and develop alternative actions. Most of these communications occur during the twice daily Internal Medline DRT Calls and pre or post calls can also be made to any Customers who so request.

Disaster Preparedness and Response Plan

In the event that a natural or other disaster destroys or renders a Medline facility inoperable, the following procedures are in place to maintain continuity of service:

1. One of three assigned back-up distribution centers will act as a temporary distribution center for a designated service area. Within 2 (two) hours all orders will be moved to the back-up branch until such time as the primary branch can resume operations.
2. MedTrans fleet assets, distribution personnel, and additional third party transportation assets may be repositioned to provide additional transportation and support services in areas with the most critical need.
3. As the situation dictates, inventory will be reallocated to the appropriate back-up distribution center to accommodate the increased demand.

Medline will extend its hours of operation in all appropriate locations to ensure all customers' needs are met. Medline has contractual agreements with both LTL (common) carriers and same-day express – ground and air delivery services – that will also flex their hours of operation as required.

Medline will continue to process orders and make deliveries as long as the safety of our employees is not jeopardized and local authorities do not impede service. Please note that there are varying levels of notification from local and state authorities and we monitor a number of web sources to help us make these decisions, in addition to contacting the respective agencies from our specific call list. We do move our trucks during times that agencies request all traffic to be off the roads, if there is an urgent need and after we discuss with the agencies. This need will be determined via customer discussions (Customer calls are initiated to Prime Vendor and other customers whose deliveries could be more critical) after discerning the anticipated timing of the road delay or closure and the customers determination of the criticality of their supply needs. This criticality could allow for a delay in delivery, could require a smaller part of an order to be expedited using available premium delivery methods or re-routing to other Medline DC's if delivery options are available. Our Customer Communication is preferred via our Customer Service Team or Sales Reps, but can also be delivered via email.

The DRT will provide updates to our Sales and Customer Service Teams twice daily, or any time there is a significant change in our service capabilities. These teams will then handle customer communications. As noted above, there are customers who may specifically request Medline and their DRT to provide direct updates or direct participation in their internal planning, and these will be handled as they arise.

In times of crisis, customer pickups will be available as long as the distribution facility is secure and operational. In the event of a pandemic, some other restrictions may apply in an effort to protect our employees, our customers, and their needs.

Disaster Preparedness Checklist

- ☐ Identify your needs now. What are the special needs of your patient population? Will that population change in the event of a disaster (i.e. more long-term care needs vs. outpatient surgery)? What happens when the nursing home around the corner gets shut down or can no longer accommodate patients?
- ☐ Establish product formularies for multiple contingencies. Try to have alternates or pre-approved or "qualified" substitutes for the most critical items.
- ☐ Work with your Medline rep to prepare a pre-approved substitution list for any critical custom sterile or non-sterile kit.
- ☐ Prepare your emergency order(s) in advance. Your Medline rep can help you develop a par level of commonly ordered items or those most likely needed in responding to a particular disaster. Medline has systems in place to block, for review, orders that exceed historical usage for a customer, distribution center or geographic region. This mechanism is in place to prevent hoarding during the response phase of any disaster. Stockpiling in preparation of a disaster is encouraged and your Medline rep can help you with programs designed to mitigate the expense of carrying additional inventory. Many customers prefer the security of having additional inventory on-hand but lack the storage space to "stock-up". Medline can help arrange a trailer with supplies of your choosing and stage it at your facility. (Account will be responsible for trailer detention and appropriate return/restocking fees should the inventory not be utilized.)
- ☐ Place standing purchase orders. Medline will retain standing orders to release under a set of prior agreed to circumstances unless otherwise notified.
- ☐ Make copies! Keep hardcopies of all product formularies and their corresponding par levels, emergency orders ready to be placed and standing PO's you may have already placed. Make sure others that need to know will know where to find them and what needs to be done.
- ☐ If a disaster is imminent place your orders early - 96 hours in advance if possible, 72 hours at the latest. The closer we get to an impending disaster or a known danger the more difficult it becomes for us to do everything for everyone.
- ☐ Consolidate your orders. Multiple orders can potentially slow operations.
- ☐ Think about how supplies will get to you. Identify a back-up receiving area. Make sure other plans don't get in the way of your own. Are you prepared to handle alternate or flexible delivery times (after hours, weekends, etc.)?
- ☐ Designate a point person. Who in your facility is responsible for your disaster preparedness plan? Who is the person that will lead your facility's response? Who in your facility is responsible for coordinating with your suppliers for supply chain continuity? Your Medline rep will continue to be your primary contact for the coordination of all orders, deliveries, backorder relief as well as special needs just as they are today. Make sure your rep knows who to contact and how, and if that person isn't available, and that person, ...
- ☐ Provide a list of all facility emergency contact numbers to your Medline representative. This will ensure communication channels remain open.
- ☐ Know who to call at Medline. In addition to your Medline sales rep the only number you need is 1-800-MEDLINE.

Disaster Preparedness and Response Plan

Key Contacts

Name	Organization/Position	Primary	Secondary
Customer Service	Monday – Friday 8:00 AM – 8:00 PM (EST)	800-633-5463	563-589-7977
Customer Service Extended Hours	Monday – Friday 8:00 PM – 8:00 AM (EST) & 24 Hours Sat. – Sun.	563-543-0558	
Bill Abington	President, Global Operations	847-949-2002	847-922-3882
Joel Bain	AVP, Operations	209-239-0020	209-587-3382
Brian Bevers	SVP, Operations	847-643-4830	847-708-7676
Jeff Brennan	VP, Transportation – Outbound	847-643-4147	847-372-7352
Duane Carter	AVP, Operations	360-491-0241	253-888-2297
Larry Corrigan	VP, Operations	847-643-4251	847-903-9661
Nick Dow	VP, Operations	847-643-4852	773-392-1704
Raymond Hamilton	Sr. Dir. Emergency Preparedness	773-308-4685	224-931-7334
Efrem Hawkins	AVP, Operations	909-429-4734 x2235	951-317-2769
Harry Hays	AVP, Operations	972-572-1001 x2223	253-468-5252
Paul Niederkorn	AVP, Operations	224-931-7668	214-762-6385
Brandon Reeder	VP, Operations	847-643-3093	206-290-5802
Ben Roedl	AVP, Operations	224-931-1067	920-210-0447
Dave Sevenikar	AVP, Operations	951-296-2600 x1232	909-376-3052
Kent Siedle	AVP, Operations	305-882-1099 x2236	954-325-2575
Shawn Simpson	AVP, Operations	812-256-2199 x2230	502-930-3766
Wes Swearingin	SVP, Operations	847-643-4255	847-445-7120

Medline Customer Service

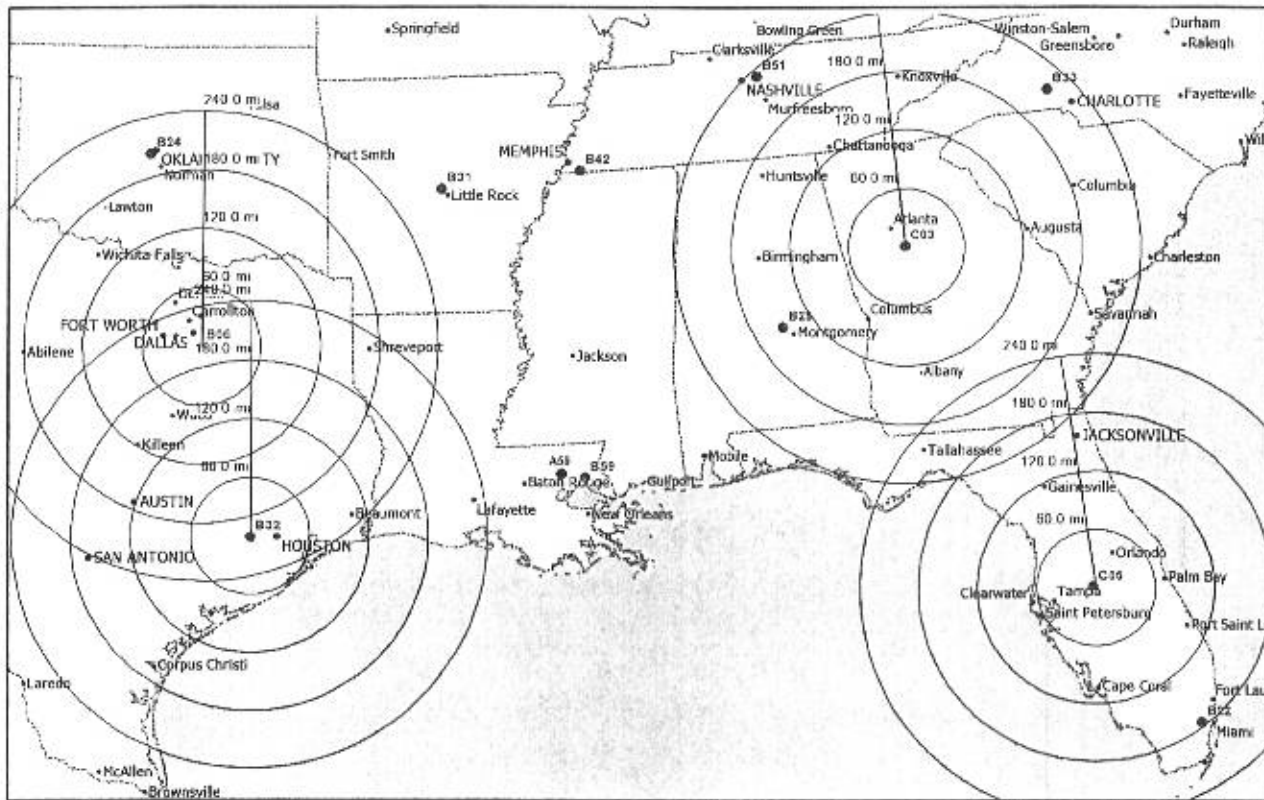
Medline's customer service department is available 24 hours a day, 365 days a year for assistance with emergency orders.

Customer service representatives have access to all DRT members as well as the most senior management of the company. Rest assured these representatives will get you to the right person within Medline to handle your special needs during a crisis.

Often the ability to dial toll-free exchanges is disrupted following a service outage. If you are unable to connect with a service representative using the toll-free number please use the secondary (direct exchange number).

Disaster Preparedness and Response Plan

GULF COAST DISTRIBUTION CENTERS



McDonough, GA – C03
1500 Medline Drive
McDonough, GA 30253

Auburndale, FL – C05
1062 Old Dixie Highway
Auburndale, FL 33823

Wilmer, TX – B06
1 Medline Drive
Wilmer, TX 75172

Medley, FL – B22
9670 NW 112th Ave.
Medley, FL 33178

Oklahoma City, OK – B24
8001 SW 47th Street
Oklahoma City, OK 73179

Prattville, AL – B28
735 County Road 4 East
Prattville, AL 36067

Maumelle, AR – B31
500 Sharkey Dr
Maumelle, AR 72113

Katy, TX – B32
501 Commerce Parkway
Katy, TX 77494

Memphis, TN – B42
4500 Mendenhall Road
Memphis, TN 38141

Hammond, LA – A59
19230 Hipark Blvd
Hammond, LA 70403

Covington, LA – B59
149 New Camellia Blvd.
Covington, LA 70433

2021 Nursing Home Emergency Preparedness Plan Survey

SUPPLY CONTRACTS COVER SHEET

TYPE or CLEARLY PRINT and attach a cover page to each type of supply agreement or of supply contract. Complete this cover page for each supplier named in the facility plan.

Example: If there are 5 supply contracts there should be 5 coversheets, one attached to the front of each signed and dated contract. If there are 5 suppliers named in one agreement there should be 5 coversheets attached to that agreement.

Ongoing supply contracts will need to be verified annually and signed by all parties.

Type of Supply: FUEL SUPPLY

Name of Supplier:

SUN COAST RESOURCES, INC.

Contact Person: LEE ANN BARNES

Phone # of Contact Person: 800-677-3835

FAX#: 713.429.8884

E-Mail Address: LBARNES@SUNCOASTRESOURCES.COM

Indicate where the supplies are to be delivered to;

- ☐ Evacuation host site
- ☒ Nursing home's licensed facility
- ☐ determined upon decision of sheltering or evacuating

Time Lines or Restrictions: H-Hour or the number of hours needed.

What is the latest time that supplier can be contacted according to agreement?

24 HRS

How long will it take to receive the delivery?

DAY OF NOTIFICATION

Date of agreement/contract/verification: 02/22/2013 REVIEW 02/23/2020

Date agreement/contract ends: AUTOMATICALLY RENEWS ANNUALLY



February 23, 2021

Nexion Health at Marrero, Inc.
Attn: Administrator
5301 August Lane
Marrero, LA 70072

This letter confirms that the Power Program Agreement between Nexion Health at Marrero, Inc. and Sun Coast Resources, Inc., effective February 22, 2013 is still active. Please advise if you need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "ASh", is written over a horizontal line.

Aaron Scheffler
General Counsel
ascheffler@suncoastresources.com



POWER PROGRAM AGREEMENT

The Effective Date of this Agreement is February 22, 2013. This Agreement is between Sun Coast Resources, Inc. (Vendor), a Texas Corporation, with its primary place of business at 6922 Cavalcade, Houston, TX 77028 and Nexion Health at Marrero, Inc. (Customer), with its ~~primary~~ place of business at Marrero Healthcare Center 5301 August Lane, Marrero, LA 70072.

1. Description of Services to be provided by Vendor:

- Within 7 days after this Agreement has been signed by both parties, Vendor will perform a Site Assessment of Customer's generator(s).
- Within 10 days after this Agreement has been signed by both parties, and once each year thereafter, Vendor will sample the diesel fuel in Customer's generator(s) and send the sample for analysis.
- Vendor is not responsible for the quality of fuel in Customer's generator(s) or supply tank(s) if the initial fuel sample is determined to be off specification. If the results of the initial fuel sample are off specification then Vendor will perform chemical corrections and/or filtering of the fuel to remedy, if possible, any product deficiencies, at Customer's expense.
- Customer will notify Vendor of power outages and once notified, Vendor will provide priority fuelling based on fuel and truck availability. Vendor will deliver fuel to Customer's generator(s) within 1 day after notification and as required thereafter, until such time as Customer's utility power has been restored.
- Vendor will inspect Customer's generator fuel tank(s) on a quarterly basis, and will fill the tank(s) as needed.
- Vendor is not responsible for leaking underground storage tank(s) controlled by Customer. If Vendor spills fuel while delivering into Customer's generator storage tank(s), then Vendor will be responsible for the clean up at its own expense. If Customer causes fuel to spill or if Customer's fuel tank fails for any reason, upon Customer request Vendor will provide, for a fee, spill response services within four hours after contact, provided that Customer's location is within a reasonable distance from Vendor's Texas based operations. Vendor will charge Customer time and materials for such spill response services.

2. Facility Covered: Customer's facility covered under this Agreement is located at 5301 August Lane Marrero LA 70072.

3. Payment for Services: Customer will pay Vendor on a net 30 day basis (EFT available). Vendor will invoice Customer \$ 150.⁰⁰ per generator, per month and will invoice diesel fuel at the market price per gallon.

4. Other Terms:

- This Agreement ^{at any time} is for a term of 1 year, beginning on the Effective Date, and continuing year to year thereafter unless cancelled by either party with 30 days written notice.
- This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles. The venue for all suits and proceedings arising from or relating to this Agreement shall be Harris County, Texas. Neither party will be required to take any action contrary to any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency or court.
- This Agreement contains the entire Agreement of the parties. The parties can amend this Agreement only by signing a written document.

AGREED & ACCEPTED:

Sun Coast Resources, Inc. (Vendor)

By: Walter Lehn

Its: President

Date: 3-11-13

Nexion Health at Marrero, Inc. (Customer)

By: B. P. Lee

Its: General Counsel

Date: 2/22/2013



February 23, 2021

Nexion Health at Marrero, Inc.
Attn: Administrator
5301 August Lane
Marrero, LA 70072

This letter confirms that the Power Program Agreement between Nexion Health at Marrero, Inc. and Sun Coast Resources, Inc., effective February 22, 2013 is still active. Please advise if you need additional information.

Sincerely,

Aaron Scheffler
General Counsel
ascheffler@suncoastresources.com



POWER PROGRAM AGREEMENT

The Effective Date of this Agreement is February 22, 2013. This Agreement is between Sun Coast Resources, Inc. (Vendor), a Texas Corporation, with its primary place of business at 6922 Cavalcade, Houston, TX 77028 and Nexion Health at Marrero, Inc. (Customer), with its ~~primary~~ place of business at Marrero Healthcare Center 5301 August Lane, Marrero, LA 70072.

1. Description of Services to be provided by Vendor:

- Within 7 days after this Agreement has been signed by both parties, Vendor will perform a Site Assessment of Customer's generator(s).
- Within 10 days after this Agreement has been signed by both parties, and once each year thereafter, Vendor will sample the diesel fuel in Customer's generator(s) and send the sample for analysis.
- Vendor is not responsible for the quality of fuel in Customer's generator(s) or supply tank(s) if the initial fuel sample is determined to be off specification. If the results of the initial fuel sample are off specification then Vendor will perform chemical corrections and/or filtering of the fuel to remedy, if possible, any product deficiencies, at Customer's expense.
- Customer will notify Vendor of power outages and once notified, Vendor will provide priority fueling based on fuel and truck availability. Vendor will deliver fuel to Customer's generator(s) within 1 day after notification and as required thereafter, until such time as Customer's utility power has been restored.
- Vendor will inspect Customer's generator fuel tank(s) on a quarterly basis, and will fill the tank(s) as needed.
- Vendor is not responsible for leaking underground storage tank(s) controlled by Customer. If Vendor spills fuel while delivering into Customer's generator storage tank(s), then Vendor will be responsible for the clean up at its own expense. If Customer causes fuel to spill or if Customer's fuel tank fails for any reason, upon Customer request Vendor will provide, for a fee, spill response services within four hours after contact, provided that Customer's location is within a reasonable distance from Vendor's Texas based operations. Vendor will charge Customer time and materials for such spill response services.

2. Facility Covered: Customer's facility covered under this Agreement is located at 5301 August Lane Marrero LA 70072.

3. Payment for Services: Customer will pay Vendor on a net 30 day basis (EFT available). Vendor will invoice Customer \$ 150.⁰⁰ per generator, per month and will invoice diesel fuel at the market price per gallon.

4. Other Terms:

- This Agreement is for a term of 1 year, beginning on the Effective Date, and continuing year to year thereafter unless cancelled by either party with 30 days written notice.
- This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles. The venue for all suits and proceedings arising from or relating to this Agreement shall be Harris County, Texas. Neither party will be required to take any action contrary to any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency or court.
- This Agreement contains the entire Agreement of the parties. The parties can amend this Agreement only by signing a written document.

AGREED & ACCEPTED:

Sun Coast Resources, Inc. (Vendor)

By: [Signature]

Its: President

Date: 3-11-13

Nexion Health at Marrero, Inc. (Customer)

By: [Signature]

Its: General Counsel

Date: 2/22/2013



February 23, 2021

Nexion Health at Marrero, Inc.
Attn: Administrator
5301 August Lane
Marrero, LA 70072

This letter confirms that the Power Program Agreement between Nexion Health at Marrero, Inc. and Sun Coast Resources, Inc., effective February 22, 2013 is still active. Please advise if you need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "AS", is written over a horizontal line.

Aaron Scheffler
General Counsel
ascheffler@suncoastresources.com



POWER PROGRAM AGREEMENT

The Effective Date of this Agreement is February 22, 2013. This Agreement is between Sun Coast Resources, Inc. (Vendor), a Texas Corporation, with its primary place of business at 6922 Cavalcade, Houston, TX 77028 and Nexion Health at Marrero, Inc. (Customer), with its ~~primary~~ place of business at Marrero Healthcare Center 5301 August Lane, Marrero, LA 70072.

1. Description of Services to be provided by Vendor:

- Within 7 days after this Agreement has been signed by both parties, Vendor will perform a Site Assessment of Customer's generator(s).
- Within 10 days after this Agreement has been signed by both parties, and once each year thereafter, Vendor will sample the diesel fuel in Customer's generator(s) and send the sample for analysis.
- Vendor is not responsible for the quality of fuel in Customer's generator(s) or supply tank(s) if the initial fuel sample is determined to be off specification. If the results of the initial fuel sample are off specification then Vendor will perform chemical corrections and/or filtering of the fuel to remedy, if possible, any product deficiencies, at Customer's expense.
- Customer will notify Vendor of power outages and once notified, Vendor will provide priority fueling based on fuel and truck availability. Vendor will deliver fuel to Customer's generator(s) within 1 day after notification and as required thereafter, until such time as Customer's utility power has been restored.
- Vendor will inspect Customer's generator fuel tank(s) on a quarterly basis, and will fill the tank(s) as needed.
- Vendor is not responsible for leaking underground storage tank(s) controlled by Customer. If Vendor spills fuel while delivering into Customer's generator storage tank(s), then Vendor will be responsible for the clean up at its own expense. If Customer causes fuel to spill or if Customer's fuel tank fails for any reason, upon Customer request Vendor will provide, for a fee, spill response services within four hours after contact, provided that Customer's location is within a reasonable distance from Vendor's Texas based operations. Vendor will charge Customer time and materials for such spill response services.

- Facility Covered: Customer's facility covered under this Agreement is located at 5301 August Lane Marrero LA 70072.
- Payment for Services: Customer will pay Vendor on a net 30 day basis (EFT available). Vendor will invoice Customer \$ 150.⁰⁰ per generator, per month and will invoice diesel fuel at the market price per gallon.
- Other Terms: at any time
 - This Agreement is for a term of 1 year, beginning on the Effective Date, and continuing year to year thereafter unless cancelled by either party with 30 days written notice.
 - This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles. The venue for all suits and proceedings arising from or relating to this Agreement shall be Harris County, Texas. Neither party will be required to take any action contrary to any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency or court.
 - This Agreement contains the entire Agreement of the parties. The parties can amend this Agreement only by signing a written document.

AGREED & ACCEPTED:

Sun Coast Resources, Inc. (Vendor)

By: [Signature]

Its: President

Date: 3-11-13

Nexion Health at Marrero, Inc. (Customer)

By: [Signature]

Its: General Counsel

Date: 2/22/2013

2021 Nursing Home Emergency Preparedness Plan Survey

SUPPLY CONTRACTS COVER SHEET

TYPE or CLEARLY PRINT and attach a cover page to each type of supply agreement or of supply contract. Complete this cover page for each supplier named in the facility plan.

Example: If there are 5 supply contracts there should be 5 coversheets, one attached to the front of each signed and dated contract. If there are 5 suppliers named in one agreement there should be 5 coversheets attached to that agreement.

Ongoing supply contracts will need to be verified annually and signed by all parties.

Type of Supply: WATER SERVICES

Name of Supplier:

DS WATERS OF AMERICA, INC. AKA KENTWOOD WATER

Contact Person: JOHN LYON

Phone # of Contact Person: 504.821.4505

FAX#: 504.827.4374

E-Mail Address: SHAYES@FSDELIVERS.COM

Indicate where the supplies are to be delivered to;

- ☐ Evacuation host site
- ☐ Nursing home's licensed facility
- ☒ determined upon decision of sheltering or evacuating

Time Lines or Restrictions: H-Hour or the number of hours needed.

What is the latest time that supplier can be contacted according to agreement?

48 HRS

How long will it take to receive the delivery?

48 HRS.

Date of agreement/contract/verification: 1/4/2021

Date agreement/contract ends: AUTOMATICALLY RENEWS ANNUALLY

**DS WATERS OF AMERICA, INC.
EMERGENCY WATER AGREEMENT**

This Emergency Water Agreement (the "Agreement") is entered into as of JAN. 4th 2021 (the "Effective Date") by and between DS Waters of America, Inc., ("DSW") and the undersigned customer ("Customer"). Under this Agreement, DSW will supply Customer's bottled water needs in the event of a local or national declared emergency or natural disaster, subject to the following terms and conditions:

- (1) In the event of a declared emergency or natural disaster, all water distribution is governed by the local emergency management agency and/ or the Federal Emergency Management Association ("FEMA"). Accordingly, DSW's obligations hereunder are subject to FEMA requirements.
- (2) All deliveries under this Agreement will be based on availability after DSW services regularly scheduled customers.
- (3) A 50-gallon minimum on all emergency water shipments may be required. Product sales are subject to availability of package size and water type.
- (4) Customer shall be charged DSW's list prices in the local market at the time of delivery, payable by either cash or credit card and all sales are final. Refundable bottle deposits are required on all five and three gallon bottles (where applicable), subject to return of the bottles in good condition, normal wear and tear excepted.
- (5) This Agreement shall remain in effect for one (1) year from the Effective Date. A new Emergency Water Agreement, if needed, must be entered into by Customer each calendar year. Requests should be sent to: 4170 Tanners Creek Drive, Flowery Branch, Georgia 30542.
- (6) DSW DISCLAIMS ANY AND ALL WARRANTIES UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The total liability of DSW

under this Agreement shall be limited to repairing or replacing defective water bottles delivered by DSW to Customer. DSW specifically disclaims any responsibility or liability for any consequential, incidental, special, exemplary, punitive, or other similar damages, however denominated. If, despite the limitations contained herein, monetary liability is imposed upon DSW, Customer agrees that under no circumstances shall any liability exceed the lesser of actual damages or an amount equal to the total payment(s) made by Customer to DSW pursuant to this Agreement. Customer agrees to waive and hold DSW and its subsidiaries, directors, officers, agents and employees harmless against any claims, damage, injury, or liability suffered or incurred by Customer or Customer's agents, guests or family members arising from Customer's or Customer's agents, guests and family members negligence or misconduct or operation or use of water bottles or other products provided to Customer under this Agreement. Customer acknowledges that water can cause damage to surfaces with which it comes in contact, and that water leaks may occur from water bottles. Customer is responsible for selecting the location for placement of water bottles in Customer's location in order to minimize potential loss or damage.

(7) This Agreement shall be governed and interpreted in accordance with the laws of the State of Georgia. Customer may not assign its rights or obligations under this Agreement, in whole or in part, nor delegate its duties under this Agreement, without the prior written consent of DSW. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior negotiations, promises, understandings, agreements, course of dealing or performance, representations, warranties, or communications, whether oral or written, between the parties hereto.

Nexion Health of Maricao, Inc.
(Customer)

By: Brian P. Lee
Name: Brian P. Lee
Title: General Counsel

Address: 5301 August Lane
City/State/Zip: Maricao LA 70072
Phone: 504-341-3058

JAN-10-1900 04:43

P.01



May 28, 2003

Mandy Henry
Marrero Healthcare Center
5301 August Ave.
Marrero, LA 70072

Dear Mandy Henry:

On behalf of Kentwood Springs, I would like to express appreciation for the opportunity afforded us to become part of your emergency plan. In the unfortunate event that your program is implemented, you may be assured that we are prepared to provide you with a timely supply of 100% natural Kentwood Water.

Our commitment will be as follows:

1. Marrero Healthcare Center will initiate their request for emergency water by telephone, giving as much advance notice as possible. Our emergency number is (504) 821-3333. In the event of a power outage, our alternate emergency number is (504) 827-4374.
2. The request will be made by Mandy Henry.
3. As soon as possible following receipt and confirmation of such a request (not to exceed six (6) hours; weather and road conditions permitting), we agree to dispatch the following:
 - 0 - 5 gallon bottles of 100% Natural Artesian Water.
 - 25 cases of 2 1/2 gallon bottles of 100% Natural Artesian Water.
 - 100 cases of 1 gallon bottled 100% Natural Artesian Water.
 - 0 cases of 16 ounce bottles of 100% Natural Artesian Water.
 - 0 cases of 12 ounce bottles of 100% Natural Artesian Water.
4. Kentwood will augment this initial delivery for a period of no less than next forty-eight (48) hours after the initial delivery is received; road and weather conditions permitting.
5. All sales are final and Kentwood Springs cannot accept the return of any unused product.
6. Marrero Healthcare Center will be responsible for payment of all requested deliveries made to their facility. Payment is due upon receipt.

Kentwood Spring Water Company • 3416 Howard Avenue • New Orleans, Louisiana 70113
Phone (504) 821-4500 • Fax (504) 822-1602 • Sales/Service (800) 448-PURE

JAN-10-1988 04:43

P.02

1. The prices in effect as of May 28, 2003 are as follows:

\$0.00 per 5 gallon bottle plus sales tax.
\$7.50 per case of 2 1/2 gallon bottles plus sales tax.
\$6.00 per case of 1 gallon bottles plus sales tax.
\$0.00 per case of 16 ounce bottles plus tax.
\$0.00 per case of 12 ounce bottles plus tax.

2. This agreement, including price, shall remain in effect for a period of twelve (12) months from the date of acceptance. It will renew annually at the same terms and conditions unless one of the following occurs:

- a) You notify us in writing that you wish to cancel this agreement.
- b) You are no longer a customer of Kentwood Springs (utilizing our products and services through our route delivery).

3. To confirm your acceptance, please sign below and return one copy to:

Kentwood Springs
Attn: John Lyon
P.O. Box 52043
New Orleans, LA 70152

I am looking forward to your reply. Please direct inquiries to John Lyon.


John Lyon
Division Sales Manager
(504) 827-4448

Nelson Health at Marrow, Inc.

 
Accepted By Title

Date 6/13/03

JAN-10-1990 04:43

P.03

HURRICANE PREPAREDNESS & PROCEDURES

Emergency Water Agreement (Document)

Kentwood Springs will attempt to supply your emergency needs in the event of an emergency or natural disaster. All deliveries will be subject to the following conditions:

- (1) In the event of a declared emergency or natural disaster, all water distribution is governed by the Civil Defense.
- (2) A 48-hour supply of emergency water must be kept on hand at all times to avoid interruptions of delivery service due to weather, road, or other conditions beyond our control.
- (3) All customers without prior credit approval will be shipped water on a C.O.D. basis.
- (4) All deliveries will be made in priority order, as determined by Kentwood Spring Water Company, based on aggregated need, and on production and delivery capabilities. First priority will always go to current Kentwood delivery customers. Every effort will be made to accommodate non-Kentwood customers after our current customer base has been served.
- (5) A 50-gallon minimum on all emergency water shipments is required. Product and package sizes are subject to availability and may be substituted.
- (6) Bottle deposits are required on all five and three gallon bottles.
- (7) This agreement shall remain in effect for 12 months from the date of acceptance. Future Emergency Water Agreements, if needed, must be requested by the customer each year. Requests should be sent to the attention of John Lyon.
- (8) Please complete the information requested below, including signature, title and date. A signed copy will be returned to you.

Business Name: Mass. Health at Merrimack Inc. aka Merrimack Healthcare Center
Address: 5301 August Lane, Merrimack, LA 70572
Account #: _____

Emergency Contact Person: _____
Regular Telephone Number: _____
Emergency Telephone #: _____

Signature: [Signature]
Date: 6/13/03

Kentwood Springs
3418 Howard Avenue
New Orleans, LA 70113
(504) 821-4505
(504) 827-4374

TOTAL P.03