



**Board Meeting Agenda
March 27, 2023 at 6:30 p.m.**

In Person	Ione Community Church 395 East Main Street, Ione, OR 97843
Zoom	https://us06web.zoom.us/j/87112799409?pwd=dXprbXdLS2pFK2Vna2RFZE9POFozZz09 Meeting ID: 871 1279 9409 Passcode: 135198

1. Call to Order

2. Public Comments

Maximum of 3 minutes per person/topic. Multiple items on the same topic need to be combined through one speaker. A maximum of 30 minutes may be allotted for public comment.

3. Approval of Meeting Minutes

- A. January 30, 2023 (Corrected)
- B. February 27, 2023

4. CEO Report & Executive Team Dashboard – Emily Roberts

5. Financial Report – Nicole Mahoney

6. Consent Agenda

- A. EMS Advisory Committee Minutes – December 2023
- B. EMS Stats – February 2023

7. New Business

- A. Radiology Director Recruiting Contract (Ratify)
- B. Wipfli Accounting Agreement (Ratify)
- C. EMS Advisory Committee Appointment (Ratify)
- D. Mindray Interface Agreement
- E. TruBridge 1-Pay Agreement
- F. Residential Lease Agreement
- G. Medical Staff Privileges
- H. Community Benefit Request – Irrigon Junior/Senior High School

8. Old Business

Promise of Excellence

Compassion: Being motivated with a desire to assist patients and staff with empathy and kindness and committed to going the extra mile to ensure patients and staff feel comfortable and welcomed.

Respect: Recognizing and valuing the dignity and uniqueness of everyone. Respect creates a work environment based on teamwork, encouragement, trust, concern, honesty, and responsive communication among all employees and our patients.

Integrity: Encompassing honesty and consistently adhering to the principles of professionalism and accountability with our patients, fellow employees, and community partners. Integrity is at the heart of everything we do.

Excellence: Creating standards of performance that surpass ordinary expectations. We want to make this the place where patients want to come, our providers want to practice, and people want to work!

9. Executive Session

- A. ORS 192.660(2)(f) to consider information or records that are exempt from public inspection pertaining to ongoing or anticipated litigation exempt from disclosure under ORS 192.345(1).

10. Adjourn

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MORROW COUNTY HEALTH DISTRICT

Excellence in Healthcare

Board of Directors Meeting Minutes

Meeting Information		Committee Members		
Meeting Date/Time:	January 30, 2023 @ 6:30 p.m.	Board Members:	Present: John Murray, Aaron Palmquist, Diane Kilkenny, Marie Shimer, Carri Grieb	
Location	Pioneer Memorial Clinic Conference Room 130 Thompson Ave Heppner, OR 97836	Guests:	Staff Members: Emily Roberts, Nicole Mahoney, Sam Van Laer, Patti Allstott, J.R. Lieuallen, Janis Beardsley, Donna Sherman, Richard Hernandez Guests: Roberta Lutcher, James A., Morrow County Resident, Mike Gorman, Morrow County Tax Assessor & Tax Collector Press: Andrea DiSalvo, Heppner Gazette-Times	
Video Dial In:	Zoom	Leader:	Marie Shimer, Board Chair	Recorder: Jodi Ferguson

Vision:
Be the first choice for quality, compassionate care and lead the way in promoting wellness and improving health in Morrow County

Mission:
Working together to provide excellence in healthcare

Values:
Integrity, Compassion, Quality, Respect, Teamwork, Financial Responsibility

Agenda Item	Notes/Minutes
1. Call to Order	<ul style="list-style-type: none"> Chair Marie Shimer called the meeting to order at 6:30 p.m.
2. Public Comments	<ul style="list-style-type: none"> None.
3. Approval of Minutes	<p>MOTION: Aaron Palmquist moved to approve the minutes for the December 19, 2022 regular session and John Murray seconded the motion. The motion passed unanimously by all board members present.</p>
4. CEO Report & Executive Team Dashboard	<ul style="list-style-type: none"> The executive team dashboard was presented by Emily Roberts (see board packet).
5. CFO Financial Report	<ul style="list-style-type: none"> Financials for December 2022 were presented by J.R. Lieuallen. The District had a \$422,005 loss for the month.
6. Consent Agenda	<ul style="list-style-type: none"> The EMS Advisory Committee would like the EMS Advisory Committee meeting minutes and the EMS stats to be included in the MCHD board meeting packet monthly. <p>MOTION: Aaron Palmquist moved to acknowledge the EMS stats as presented. John Murray seconded the motion. The motion passed unanimously by all board members present.</p>
7. New Business	
A. Tax Presentation – Mike Gorman	<ul style="list-style-type: none"> Tax Presentation for Morrow County Health District was presented by Mike Gorman.

B. EMS Advisory Committee Appointment	<ul style="list-style-type: none"> Emily presented EMS Advisory Committee Applications from Sara Bayless and David Landstrom to replace a former member who has moved to another full-time position with MCHD. <p>MOTION: Aaron Palmquist moved to appoint Sara Bayless, Paramedic, to the EMS Advisory Committee. John Murray seconded the motion. The motion passed unanimously by all board members present.</p>
C. Microsoft Licensing Agreements	<ul style="list-style-type: none"> Emily presented a Microsoft Licensing agreement from Dynamic Computer Consulting for \$38,883.00. <p>MOTION: Aaron Palmquist moved to approve the agreement for Microsoft Licensing as presented. Diane Kilkenny seconded the motion. The motion passed unanimously by all other board members present.</p>
D. ICAHN Peer Review Contract	<ul style="list-style-type: none"> Emily presented ICAHN Peer Review Contract. <p>MOTION: Aaron Palmquist moved to approve ICAHN Peer Review Contract as presented. John Murray seconded the motion. The motion passed unanimously by all board members present.</p>
E. Medical Staff Privileges	<ul style="list-style-type: none"> Emily presented appointment to Medical Staff for Dr. Song which was approved by the District's medical staff committee. <p>MOTION: John Murray moved to approve the appointment of Dr. Song to medical staff as presented. Diane Kilkenny seconded the motion. The motion passed unanimously by all board members present.</p>
F. Emergency Medicine Provider Contract	<ul style="list-style-type: none"> Emily presented a contract for Mark Stevens, FNP to provide Emergency Medicine Services. <p>MOTION: John Murray moved to approve the contract for Mark Stevens, FNP as presented. Aaron Palmquist seconded the motion. The motion passed unanimously by all board members present.</p>
G. BIC Roof Replacement	<ul style="list-style-type: none"> Emily presented 3 bids for replacement roofing at the Boardman Immediate Care building. The board requested some alternate options, which will be presented at the next meeting.
H. BIC Expansion Architect Award	<ul style="list-style-type: none"> Emily presented Boardman Immediate Care building expansion architect fee proposal from Clark Kjos for \$65,702. <p>MOTION: Aaron Palmquist moved to approve the architect fee proposal with Clark Kjos as presented. John Murray seconded the motion. The motion passed unanimously by all board members present.</p>
I. Novarad Interface	<ul style="list-style-type: none"> Emily presented an interface quote for Novarad and Thrive. <p>MOTION: John Murray moved to approve the Novarad interface quote as presented. Diane Kilkenny seconded the motion. The motion passed unanimously by all board members present.</p>
J. Updated Board Bylaws	<ul style="list-style-type: none"> Emily presented updated Board Bylaws that were reviewed by legal counsel. <p>MOTION: Aaron Palmquist moved to approve the updated Board Bylaws as presented. John Murray seconded the motion. The motion passed unanimously by all board members present.</p>
8. Old Business	<ul style="list-style-type: none"> None.
9. Executive Session	<ul style="list-style-type: none"> Marie Shimer announced the following executive sessions: <ul style="list-style-type: none"> ORS 192.660(2)(f) to consider information or records that are exempt from public inspection pertaining to ongoing or anticipated litigation exempt from disclosure under ORS 192.345(1). ORS 192.660(2)(f) to consider information or records that are exempt from public inspection pertaining to trade secrets exempt from disclosure under ORS 192.345(2). Executive session was called to order at 8:24 p.m. and adjourned at 9:01 p.m.
10. Adjourn	<p>With no further business to come before the board, regular session adjourned at 8:19 p.m.</p> <p>Minutes taken and submitted by Jodi Ferguson. Approved _____.</p>

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MORROW COUNTY HEALTH DISTRICT

Excellence in Healthcare

Board of Directors Meeting Minutes

Meeting Information		Committee Members		
Meeting Date/Time:	February 27, 2023 @ 6:30 p.m.	Board Members:	Present: John Murray, Aaron Palmquist, Diane Kilkenny, Marie Shimer	
Location	Irrigon City Hall 500 NE Main Ave Irrigon, OR 97844	Guests:	Staff Members: Emily Roberts, Nicole Mahoney, Sam Van Laer, Patti Allstott, J.R. Lieuallen, Janis Beardsley, Jamie Houck, Donna Sherman, Richard Hernandez Guests: Mark Pratt (Zoom) Press: Andrea DiSalvo, Heppner Gazette-Times	
Video Dial In:	Zoom	Leader:	Marie Shimer, Board Chair	Recorder: Jodi Ferguson

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2. Public Comments	<ul style="list-style-type: none"> None.
3. Approval of Minutes	<p>MOTION: Aaron Palmquist moved to approve the minutes for the January 30, 2023 regular session and John Murray seconded the motion. The motion passed unanimously by all board members present.</p>
4. CEO Report & Executive Team Dashboard	<ul style="list-style-type: none"> The executive team dashboard was presented by Emily Roberts (see board packet).
5. CFO Financial Report	<ul style="list-style-type: none"> Financials for January 2023 were presented by J.R. Lieuallen. The District had a \$674,828 gain for the month.
6. Consent Agenda	<ul style="list-style-type: none"> The EMS Advisory Committee would like the EMS Advisory Committee meeting minutes and the EMS stats to be included in the MCHD board meeting packet monthly. <p>MOTION: Aaron Palmquist moved to acknowledge the EMS stats as presented. Diane Kilkenny seconded the motion. The motion passed unanimously by all board members present.</p>
7. New Business	
A. Titan Medical Group Staffing Agreement	<ul style="list-style-type: none"> Emily presented an agreement with Titan Nurse Staffing, LLC to provide temporary clinical staffing services. <p>MOTION: John Murray moved to ratify the board's previous approval of the agreement with Titan Nurse Staffing, LLC as presented. Diane Kilkenny seconded the motion. The motion passed unanimously by all board members present.</p>

B. KCI V.A.C. Ready-Care Program and Storage Agreement	<ul style="list-style-type: none"> Emily presented an agreement with KCI V.A.C. Ready-Care Program and Storage. <p>MOTION: Aaron Palmquist moved to approve the agreement with KCI V.A.C. Ready-Care program and storage as presented. John Murray seconded the motion. The motion passed unanimously by all other board members present.</p>
C. Physician Contract – Dr. Lion	<ul style="list-style-type: none"> Emily presented a contract for Rio Lion, DO to provide emergency medicine services. <p>MOTION: Aaron Palmquist moved to approve the contract for Rio Lion, DO as presented. Diane Kilkenny seconded the motion. The motion passed unanimously by all board members present.</p>
D. Behavioral Health Consultant Contract Renewal – Jamie Reed	<ul style="list-style-type: none"> Emily presented a contract renewal for Jamie Reed, CSWA to provide behavioral health services. <p>MOTION: John Murray moved to approve the contract renewal with Jamie Reed, CSWA, as presented. Aaron Palmquist seconded the motion. The motion passed unanimously by all board members present.</p>
E. Nurse Practitioner Contract update – Eileen McElligott, FNP	<ul style="list-style-type: none"> Emily presented an updated contract for Eileen McElligott, FNP to provide patient care services. <p>MOTION: Aaron Palmquist moved to approve the updated contract for Eileen McElligott, FNP as presented. John Murray seconded the motion. The motion passed unanimously by all board members present.</p>
F. Provisional Privileging of OHSU Tele-stroke Providers	<ul style="list-style-type: none"> Emily presented provisional privileging roster appointment of telemedicine providers with OHSU pending medical staff approval for the following providers: <ul style="list-style-type: none"> Wayne M Clark, MD Michelle Cohen, MD Scott Rewinkel, MD Andrew Treister, MD <p>MOTION: Aaron Palmquist moved to approve the appointment of telemedicine providers as presented pending medical staff approval. Diane Kilkenny seconded the motion. The motion passed unanimously by all board members present.</p>
G. Provisional Privileging of Emergency Medicine Provider	<ul style="list-style-type: none"> Emily presented provisional privileging of temporary appointment pending medical staff approval for Mark Stevens, NP to provide emergency medicine services. <p>MOTION: Diane Kilkenny moved to approve the temporary appointment for Mark Stevens, NP pending Medical Staff Approval as presented. Aaron Palmquist seconded the motion. The motion passed unanimously by all board members present.</p>
H. Natural Hazards Mitigation Plan	<ul style="list-style-type: none"> Emily presented an Intergovernmental Agreement for participation with the Natural Hazards Mitigation Plan. <p>MOTION: Aaron Palmquist moved to approve the Intergovernmental Agreement as presented. John Murray seconded the motion. The motion passed unanimously by all board members present.</p>
I. Service Agreement for Hospital X-Ray Equipment	<ul style="list-style-type: none"> Emily presented a maintenance service agreement with Turn Key Medical, Inc for hospital x-ray equipment. <p>MOTION: Aaron Palmquist moved to approve the Turn Key Medical, Inc maintenance service agreement as presented. John Murray seconded the motion. The motion passed unanimously by all board members present.</p>
J. Senior Living Options in Boardman	<ul style="list-style-type: none"> Emily presented a budget and cost projection for an Adult Care Home in Boardman. <p>MOTION: Aaron Palmquist moved to have staff further pursue the project to include budgeting, strategic planning, and engagement with other stake holders in the county. John Murray seconded the motion. The motion passed unanimously by all board members present.</p>
K. Physician Employment Agreement – Dr. Michael Metzler	<ul style="list-style-type: none"> Emily presented a contract addendum with Dr. Michael Metzler. <p>MOTION: Diane Kilkenny moved to approve the contract addendum with Dr. Michael Metzler as presented. John Murray seconded the motion. The motion passed unanimously by all board members present.</p>

8. Old Business	
A. Roof Bids for Boardman Building	<ul style="list-style-type: none"> • Nicole presented 3 new bids for a metal roof along with the 3 previous shingle bids. <p>MOTION: John Murray moved to approve the bid for shingle roofing with C & C Construction Services Inc, up to \$39,500. Aaron Palmquist seconded the motion. The motion passed unanimously by all board members present.</p>
9. Executive Session	<ul style="list-style-type: none"> • Marie Shimer announced the following executive sessions: <ul style="list-style-type: none"> ○ ORS 192.660(2)(f) to consider information or records that are exempt from public inspection pertaining to ongoing or anticipated litigation exempt from disclosure under ORS 192.345(1). ○ ORS 192.660(2)(f) to consider information or records that are exempt from public inspection pertaining to trade secrets exempt from disclosure under ORS 192.345(2). • Executive session was called to order at 7:19 p.m. and adjourned at 8:00 p.m.
10. Adjourn	<p>With no further business to come before the board, regular session adjourned at 7:16 p.m.</p> <p>Minutes taken and submitted by Jodi Ferguson. Approved _____.</p>

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March 2023

HUMAN RESOURCES	
Turnover Rate (Rolling 3 Months)	4.4%
Vacancy Rate	6.6%
Number of Open Positions	11
Newly Created Open Positions	0

FINANCIAL		
Days Cash on Hand	57	Goal ≥ 90
Days in AR	62	Goal ≤ 60

The average hospital turnover rate for 2020 was 19.5% (Statista).
The annual total separations rate for health care and social assistance for 2021 was 39.4% (Bureau of Labor Statistics).

RURAL HEALTH CLINICS				
MEASURE	PMC	ICC	IMC	BIC
Third Next Available (Current Month)	11	6	14	N/A
Total Visits (Previous Month)	293	85	390	144

"Third Next Available" is an industry standard measurement of primary care access. It is defined as the average length of time in days between the day a patient makes a request for an appointment with a provider and the third available appointment for a new patient physical, routine exam, or return visit exam. Values shown are clinic averages.

CAHPS (PATIENT SATISFACTION SCORES)

Using any number from 0 to 10, where 0 is the worst provider possible and 10 is the best provider possible, what number would you use to rate this provider?

	Qtr 4 2022	Qtr 3 2022	Qtr 2 2022
Pioneer Memorial Clinic	80% N = 45	74% N = 43	73% N = 15
Irrigon Medical Clinic	75% N = 24	65% N = 17	71% N = 17
Ione Community Clinic	87% N = 15	91% N = 11	87% N = 15
NRC Average	83%		

Would you recommend this provider's office to your family and friends?

	Qtr 4 2022	Qtr 3 2022	Qtr 2 2022
Pioneer Memorial Clinic	84% N = 44	85% N = 41	93% N = 15
Irrigon Medical Clinic	83% N = 24	82% N = 17	94% N = 16
Ione Community Clinic	100% N = 15	100% N = 12	93% N = 15
NRC Average	90%		

Using any number from 0 to 10, where 0 is the worst facility possible and 10 is the best facility possible, what number would you use to rate this emergency department?

	Qtr 1 2023	Qtr 4 2022	Qtr 3 2022
ER Adult	83%	84%	68%
	N = 6	N = 19	N = 31
NRC Average	64%		
Bed Size 6 - 24 Average	77%		

Using any number from 0 to 10, where 0 is the worst facility possible and 10 is the best facility possible, what number would you use to rate this emergency department?

	Qtr 4 2022	Qtr 3 2022	Qtr 2 2022
ER Pediatric	0%	75%	50%
	N = 1	N = 4	N = 4
NRC Average	63%		

Using any number from 0 to 10, where 0 is the worst hospital possible and 10 is the best hospital possible, what number would you use to rate this hospital during your stay?

	Qtr 4 2022	Qtr 3 2022	Qtr 2 2022
Inpatient	0%	83%	60%
	N = 2	N = 6	N = 5
NRC Average	71%		
Bed Size 6 - 24 Average	81%		

Using any number from 0 to 10, where 0 is the worst hospital possible and 10 is the best hospital possible, what number would you use to rate this hospital during your stay?

	Qtr 4 2022	Qtr 3 2022	Qtr 2 2022
Hospital	0%	No Data	100%
	N = 1	N = 0	N = 1
NRC Average	71%		
Bed Size 6 - 24 Average	81%		

Would you recommend this emergency department to your friends and family?

	Qtr 1 2023	Qtr 4 2022	Qtr 3 2022
ER Adult	75%	76%	68%
	N = 4	N = 21	N = 28
NRC Average	65%		
Bed Size 6 - 24 Average	77%		

Would you recommend this emergency department to your friends and family?

	Qtr 4 2022	Qtr 3 2022	Qtr 2 2022
ER Pediatric	0%	50%	25%
	N = 1	N = 4	N = 4
NRC Average	69%		

Would you recommend this hospital to your friends and family?

	Qtr 4 2022	Qtr 3 2022	Qtr 2 2022
Inpatient	50%	29%	60%
	N = 2	N = 7	N = 5
NRC Average	72%		
Bed Size 6 - 24 Average	80%		

Would you recommend this hospital to your friends and family?

	Qtr 4 2022	Qtr 3 2022	Qtr 2 2022
Hospital	0%	0%	100%
	N = 1	N = 1	N = 1
NRC Average	72%		
Bed Size 6 - 24 Average	80%		

Score is equal to or greater than the NRC Average
Score is less than the NRC Average, but may not be significantly
Score is significantly less than the NRC Average

*Boardman Immediate Care is not yet receiving CAHPS data, but will be listed once data has been received.

11:20

Balance Sheet

Application Code : GL

User Login Name:mahoneni

February 2023

Description	Current Year
Assets	
Current Assets	
Cash & Investments	7,112,399
A/R Hospital, Swing, Clinic	2,383,562
A/R Home Health & Hospice	531,284
Gross Patient Receivables	2,914,846
Less: Clearing Accounts	-50
Less: Allow for Contractual	41,788
Less: Allow for Uncollectible	270,503

Net Patient Accounts Receivabl	2,602,605
Employee Advances	5,272
Employee Purchases Receivable	63
Receivable 340B SunRx	50,704
Taxes Receivable - Prior Year	35,878
Taxes Receivable - Current Yr	-1,213,188
Other Receivable	44,550
Grants Receivable	0
MC/MD Receivable	0
Assisted Living Receivable	-11,201

Other Receivable Total	0
Inventory and Prepaid	560,970

Total Current Assets	9,188,053
Long Term Assets	
Land	135,701
Land Improvements	322,354
Building & Improvements	5,910,021
Equipment	8,378,689
Amortizable Loan Costs	0
Construction in Progress	426,180
Less: Accum Depreciation	10,232,324

Total Long Term Assets	4,940,621

Total Assets	14,128,674
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UNAUDITED - SUBJECT TO CHANGE

11:20

Balance Sheet

Application Code : GL

User Login Name:mahoneni

February 2023

Description	Current Year
Liabilities	
Current Liabilities	
Accounts Payable	234,232
Refunds Payable-Hospital	0
Refunds Payable-Clinic	0
Misc Payable	0
Short Term Notes Payable	0

Accounts Payable Total	234,232
Accrued Wages & Liabilities	1,366,511
Accrued Interest	3,052
Suspense Account	-154,552
TCAA Suspense	4,770
Deferred Income	1,506
Unearned Revenue for COVID 19	808,671
MC/MD Settlement Payable	0
Contingency Settlement Payable	200,000

Other Liabilities	863,447

Total Current Liabilities	2,464,190
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Longterm Liabilities	
STRYKER CAPITAL LEASE	0
BEO 2019 BOILERS LOAN	52,773
BEO 2018 BOARDMAN BLDG LOAN	94,578
BEO 2018 OMNICELL/US LOAN	33,224
BEO 2020 AMBULANCE LOAN	65,285
Morrow Co 2016 Annex Loan	0
BEO Loan AMB/LAB 2016	0
MORROW CO 2018 BOARDMAN BLDG	51,878
BEO ENDO RM/MISC LOAN 2017	0
Morrow Co 2013 IMC Loan	2,586
BEO IMC EXPANSION 2018	302,767
GEODC 2021 HOUSE LOAN	77,055
MORROW CO 2021 CHURCH LOAN	57,427
BEO 2008 Hosp Remodel Loan	17,452
BEO REFINANCE LOAN	780,442
USDA Remodel Loan	0

Total Long Term Liabilities	1,535,467
Equity/Fund Balance	
General Fund Unrestricted Bal	10,398,041
Equity/Fund Bal Period End	-269,024

Total Liab+Equity/Fund Bal	14,128,674
	=====

UNAUDITED - SUBJECT TO CHANGE

**MORROW COUNTY HEALTH DISTRICT
PIONEER MEMORIAL HOSPITAL & ANCILLARY STATS
FISCAL YEAR 2022-2023**

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD
ACUTE (INPATIENT)													
ADMISSIONS	4	1	1	8	7	4	6	5					36
DISCHARGES	5	1	1	8	7	4	5	5					36
Admits- MEDICARE	3	0	1	5	6	1	5	3					24
MEDICAID	1	1	0	1	1	1	0	0					5
OTHER	0	0	0	2	0	2	1	2					7
SELF PAY	0	0	0	0	0	0	0	0					0
TOTAL	4	1	1	8	7	4	6	5	0	0	0	0	36
Dschgs -MEDICARE	4	0	0	5	6	2	4	3					24
MEDICAID	1	1	1	1	1	1	0	0					6
OTHER	0	0	0	2	0	1	1	2					6
SELF PAY	0	0	0	0	0	0	0	0					0
TOTAL	5	1	1	8	7	4	5	5	0	0	0	0	36
PATIENT DISCHARGE DAYS													
MEDICARE	12	0	1	11	23	7	25	9					88
MEDICARE ADVANTAGE	0	0	0	2	0	0	3	2					7
MEDICAID	0	0	0	0	0	0	0	0					0
MEDICAID MANAGED CARE	2	6	0	1	2	1	0	2					14
OTHER	0	0	0	7	0	6	0	0					13
SELF PAY	0	0	0	0	0	0	0	0					0
TOTAL	14	6	1	21	25	14	28	13	0	0	0	0	122
PATIENT ADMISSION DAYS													
Adults	12	6	1	21	25	14	31	13					123
Pediatric	0	0	0	0	0	0	0	0					0
TOTAL	12	6	1	21	25	14	31	13	0	0	0	0	123
AVG LENGTH OF STAY	2.4	6.0	1.0	2.6	3.6	3.5	6.2	2.6	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	3.4
AVG DAILY CENSUS	0.4	0.2	0.0	0.7	0.8	0.5	1.0	0.5	0.0	0.0	0.0	0.0	0.5
DEATHS	0	0	0	0	1	0	2	0					3
SWING BED (Skilled)													
ADMISSIONS	4	2	0	5	3	0	3	3					20
DISCHARGES	3	3	2	3	3	1	3	3					21
Dschgs -MEDICARE	3	3	2	2	3	1	3	3					20
MEDICAID	0	0	0	0	0	0	0	0					0
OTHER	0	0	0	1	0	0	0	0					1
SELF PAY	0	0	0	0	0	0	0	0					0
TOTAL	3	3	2	3	3	1	3	3	0	0	0	0	21
PATIENT DISCHARGE DAYS													
MEDICARE	35	59	77	56	21	46	72	28					394
MEDICARE ADVANTAGE	26	0	0	0	0	0	0	0					26
MEDICAID	0	0	0	0	0	0	0	0					0
MEDICAID MANAGED CARE	0	0	0	0	0	0	0	0					0
OTHER	0	0	0	4	0	0	0	0					4
SELF PAY	0	0	0	0	0	0	0	0					0
TOTAL	61	59	77	60	21	46	72	28	0	0	0	0	424
PATIENT ADMISSION DAYS													
MEDICARE	53	74	39	44	55	31	53	9					358
MEDICAID	0	0	0	0	0	0	0	0					0
OTHER	0	0	0	4	0	0	0	2					6
SELF PAY	0	0	0	0	0	0	0	0					0
TOTAL	53	74	39	48	55	31	53	11	0	0	0	0	364
AVG DAILY CENSUS	1.71	2.39	1.30	1.55	1.83	1.00	1.71	0.39	0.00	0.00	0.00	0.00	1.50
SWING BED REVENUE	\$ 21,592	\$ 30,148	\$ 15,889	\$ 19,555	\$ 22,407	\$ 12,629	\$ 21,592	\$ 4,481					\$148,294
SWING \$ DAYS	53	74	39	48	55	31	53	11					364

MORROW COUNTY HEALTH DISTRICT
PIONEER MEMORIAL HOSPITAL & ANCILLARY STATS
FISCAL YEAR 2022-2023

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD
DEATHS	0	0	0	3	1	0	0	0					4
OBSERVATION													
ADMISSIONS	6	1	5	9	7	9	1	2					40
DISCHARGES	6	1	5	8	8	9	1	2					40
HOURS	158	41	102	269	190	308	0	62					1130
REVENUE	\$ 21,495	\$ 5,323	\$ 14,391	\$ 36,040	\$ 25,749	\$ 41,126	\$ -	\$ 13,340					\$ 157,463
AVG LENGTH OF STAY (hours)	26.3	41.0	20.4	29.9	27.1	34.2	0.0	31.0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	28.3
DEATHS	0	0											0

**MORROW COUNTY HEALTH DISTRICT
PIONEER MEMORIAL HOSPITAL & ANCILLARY STATS
FISCAL YEAR 2022-2023**

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD
HOSPITAL RESPITE													
ADMISSIONS	2	0	0	0	2	0	0	0					4
DISCHARGES	2	0	0	0	2	0	0	0					4
PATIENT ADMISSION DAYS	8	0	0	0	15	0	0	0					23
DEATHS	1	0	0	0	0	0	0	0					1
SWING (Non-Skilled)													
ADMISSIONS	0	0	0	0	0	0	1	2					3
DISCHARGES	0	0	0	0	1	0	1	1					3
Dschgs -MEDICAID	0	0	0	0	0	0	0	0					0
SELF PAY	0	0	0	0	1	0	0	1					2
TOTAL	0	0	0	0	1	0	0	1	0	0	0	0	2
PATIENT DISCHARGE DAYS													
MEDICAID	0	0	0	0	0	0	0	0					0
SELF PAY	0	0	0	0	9	0	0	11					20
TOTAL	0	0	0	0	9	0	0	11	0	0	0	0	20
PATIENT ADMISSION DAYS													
MEDICAID	62	62	60	62	60	62	62	82					512
SELF PAY	31	31	33	62	78	62	68	83					448
TOTAL	93	93	93	124	138	124	130	165	0	0	0	0	960
AVG DAILY CENSUS	3.0	3.0	3.1	4.0	4.6	4.0	4.2	5.9	0.0	0.0	0.0	0.0	4.0
SWING BED REVENUE	\$ 35,083	\$ 35,083	\$ 35,083	\$ 46,778	\$ 52,059	\$ 46,778	\$ 49,041	\$ 59,511					\$ 359,416
SWING \$ DAYS	93	93	93	124	138	124	130	165	0	0	0	0	960
DEATHS	0	0	0	0	0	0	0	1					1
SUMMARY STATS													
TOTAL/AVERAGE % OCCUPANCY	25.5%	26.6%	21.1%	29.6%	37.0%	26.0%	32.9%	32.1%	0.0%	0.0%	0.0%	0.0%	31.5%
TOTAL OUTPATIENTS (Admits) w/ ER													
	558	610	558	597	636	580	556	480					4575
TOTAL ER (Encounters)													
	108	101	89	110	98	92	86	64					748
LAB TESTS													
INPATIENT	121	81	48	130	64	73	185	50					752
OUTPATIENT	1172	1623	1501	1718	1579	1547	1504	1388					12032
TOTAL	1293	1704	1549	1848	1643	1620	1689	1438	0	0	0	0	12784
XRAY/ULTRASOUND TESTS													
INPATIENT	12	3	1	2	3	6	16	2					45
OUTPATIENT	84	113	104	116	122	105	81	73					798
TOTAL	96	116	105	118	125	111	97	75	0	0	0	0	843
CT SCANS													
	37	32	38	41	42	41	37	22					290
MRI SCANS													
	1	1	6	6	8	6	2	8					38
EKG TESTS													
	26	34	40	53	45	44	33	24					299
TREADMILL PROCEDURES													
	0	0	0	0	0	0	0	0					0
RESPIRATORY THERAPY													
INPATIENT	6	4	1	5	11	9	4	0					40
OUTPATIENT	1	1	2	1	4	8	1	6					24
TOTAL	7	5	3	6	15	17	5	6	0	0	0	0	64
PROVIDER VISITS													
HEPPNER CLINIC	167	313	327	295	324	344	303	293					2366
IRRIGON CLINIC	223	282	254	312	337	359	437	390					2594
BOARDMAN IMMEDIATE CARE	0	0	0	108	219	149	145	144					765
IONE CLINIC	63	65	68	70	87	105	105	85					648

**MORROW COUNTY HEALTH DISTRICT
PIONEER MEMORIAL HOSPITAL & ANCILLARY STATS
FISCAL YEAR 2022-2023**

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD
ALL PROVIDER ENCOUNTERS AT HOSPITAL*	157	100	92	115	153	141	128	91					977
TOTAL	610	760	741	900	1120	1098	1118	1003	0	0	0	0	7350
REVENUE OF HOSPITAL ENCOUNTERS	\$ 80,158	\$ 64,134	\$ 65,670	\$ 80,823	\$ 75,724	\$ 73,769	\$ 59,095	\$ 55,241					\$554,614

**MORROW COUNTY HEALTH DISTRICT
PIONEER MEMORIAL HOSPITAL & ANCILLARY STATS
FISCAL YEAR 2022-2023**

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD
AMBULANCE													
HEPPNER AMBULANCE TRANSPORTS	26	28	22	25	32	27	21	24					205
BOARDMAN AMBULANCE TRANSPORTS	27	26	23	27	32	29	37	24					225
IRRIGON AMBULANCE TRANSPORTS	22	28	17	27	35	48	30	24					231
IONE AMBULANCE TRANSPORTS	0	0	0	0	0	0	0	0					0
TOTAL	75	82	62	79	99	104	88	72	0	0	0	0	661
HEPPNER AMB REVENUE	\$ 46,160	\$ 47,261	\$ 34,739	\$ 44,210	\$ 60,715	\$ 60,443	\$ 37,936	\$ 53,508					\$384,971
BOARDMAN AMB REVENUE	\$ 62,644	\$ 60,143	\$ 52,612	\$ 62,414	\$ 74,999	\$ 68,640	\$ 63,377	\$ 55,662					\$500,491
IRRIGON AMB REVENUE	\$ 39,811	\$ 56,418	\$ 35,712	\$ 56,808	\$ 72,773	\$ 100,264	\$ 62,209	\$ 50,804					\$474,800
IONE AMB REVENUE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$0
TOTAL	\$ 148,615	\$ 163,822	\$ 123,063	\$ 163,432	\$ 208,487	\$ 229,347	\$ 163,522	\$ 159,974	\$ -	\$ -	\$ -	\$ -	\$1,360,261
HOME HEALTH VISITS													
SKILLED NURSING VISITS	55	59	62	49	38	45	43	43					394
AIDE VISITS	15	12	23	25	0	2	8	11					96
MSW VISITS	0	0	0	0	0	0	0	0					0
OCCUPATIONAL THERAPY	11	7	10	8	11	4	13	11					75
PHYSICAL THERAPY	26	26	34	34	24	18	34	34					230
SPEECH THERAPY	0	0	0	0	1	0	6	6					13
IN HOME CARE VISITS-PRIVATE PAY	36	4	0	0	0	0	0	0					40
TOTAL	143	108	129	116	74	69	104	105	0	0	0	0	848
HOSPICE													
ADMITS	4	2	3	4	2	3	2	1					21
DISCHARGE	0	0	0	1	1	0	0	0					2
DEATHS	6	2	3	2	0	2	1	2					18
TOTAL DAYS	182	78	120	106	133	160	194	186					1159
PHARMACY													
DRUG DOSES	3305	5848	8119	8471	2824	3226	3781	2512					38,086
DRUG REVENUE	\$ 145,027	\$ 116,579	\$ 121,372	\$ 118,428	\$ 148,967	\$ 141,391	\$ 122,714	\$ 58,311					\$972,789

PIONEER MEMORIAL CLINIC - FEBRUARY 2023

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total
Dr. Schaffer	Patient Hours Available	8	8				8	8	7.5	7.5				8	8	8	8											8	0	87
	Patients Seen	7	11				11	12	13	13				11	10	14	13											13	0	128
	No Shows	3	1				1	0	0	0				0	2	0	1											0	0	8
	Patient Cancellations	1	0				0	1	0	1				0	1	1	0											1	0	6
	Clinic Cancellations	0	0				0	0	0	0				0	0	0	0											0	12	12
	Pts. Per Available Hour	0.9	1.4				1.4	1.5	1.7	1.7				1.4	1.3	1.8	1.6											1.6	0.0	1.5
	No Show Rate	27%	8%				8%	0%	0%	0%				0%	15%	0%	7%											0%	0%	5%
Patient Cancel Rate	9%	0%				0%	8%	0%	7%				0%	8%	7%	0%											7%	0%	4%	
Clinic Cancel Rate	0%	0%				0%	0%	0%	0%				0%	0%	0%	0%											0%	100%	8%	

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total
Amanda Roy, PA	Patient Hours Available	8	7.5	7.5					7.5	7.5	7.5					8	3.5	8					7.5	8	7.5					88
	Patients Seen	13	11	12					13	10	14					11	6	14					11	10	11					136
	No Shows	0	2	0					0	0	0					0	0	0					0	1	0					3
	Patient Cancellations	0	0	0					0	1	2	1				0	0	1					3	3	0					11
	Clinic Cancellations	0	0	0					0	0	0	0				0	0	0					0	0	0					0
	Pts. Per Available Hour	1.6	1.5	1.6					1.7	1.3	1.9					1.4	1.7	1.8					1.5	1.3	1.5					1.5
	No Show Rate	0%	15%	0%					0%	0%	0%				0%	0%	0%						0%	7%	0%					2%
Patient Cancel Rate	0%	0%	0%					7%	17%	7%				0%	0%	7%						21%	21%	0%					7%	
Clinic Cancel Rate	0%	0%	0%					0%	0%	0%				0%	0%	0%						0%	0%	0%					0%	

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total	
Rebecca Humphries	Patient Hours Available	8						8	8	6	8												8						8	8	109
	Patients Seen	1						1	2	0	1				1	1	7	2					1		0	4			3	1	25
	No Shows	1						0	0	0	0				0	0	0	0					1		0	0			0	0	2
	Patient Cancellations	0						0	0	0	0				0	0	0	1					0		0	0			0	0	1
	Clinic Cancellations	0						0	0	0	0				0	0	0	0					0		0	0			0	0	0
	Pts. Per Available Hour	0.1						0.1	0.3	0.0	0.1				0.1	0.1	0.9	0.3					0.1		0.0	0.5			0.4	0.1	0.2
	No Show Rate	50%						0%	0%	0%	0%				0%	0%	0%	0%					50%		0%	0%			0%	0%	7%
Patient Cancel Rate	0%						0%	0%	0%	0%				0%	0%	0%	33%					0%		0%	0%			0%	0%	4%	
Clinic Cancel Rate	0%						0%	0%	0%	0%				0%	0%	0%	0%					0%		0%	0%			0%	0%	0%	

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total
Dr. Seals	Patient Hours Available			2	4	5	2				2			2				2							2	25	26	27	28	14
	Patients Seen			0			1				0			0				1						2					0	4
	No Shows			0			0				0			0				0						0					0	0
	Patient Cancellations			0			0				0			0				0						0					0	0
	Clinic Cancellations			0			0				0			0				0						0					0	0
	Pts. Per Available Hour			0.0			0.5				0.0				0.0				0.5							1.0			0.0	0.3
	No Show Rate			0%			0%				0%				0%				0%						0%				0%	0%
Patient Cancel Rate			0%			0%				0%				0%				0%						0%				0%	0%	
Clinic Cancel Rate			0%			0%				0%				0%				0%						0%				0%	0%	

Occ. Health	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total
MA Chargeable Visit	Patients Seen	0	0	0			0	0	0	0	0			0	0	0	0	0				0	0	0	0			0	0	0

PMC TOTALS	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total
	Patient Hours Available	24	15.5	9.5			10	16	23	21	17.5			18	16	24	19.5	10				8	7.5	15	17.5			18	8	298
	Patients Seen	21	22	12			12	13	28	23	15			12	11	32	21	15				1	11	10	17			16	1	293
	No Shows	4	3	0			1	0	0	0	0			0	2	0	1	0				1	0	1	0			0	0	13
	Patient Cancellations	1	0	0			0	1	1	3	1			0	1	1	1	1				0	3	3	0			1	0	18
	Clinic Cancellations	0	0	0			0	0	0	0	0			0	0	0	0	0				0	0	0	0			0	12	12
	Pts. Per Available Hour	0.9	1.4	1.3			1.2	0.8	1.2	1.1	0.9			0.7	0.7	1.3	1.1	1.5				0.1	1.5	0.7	1.0			0.9	0.1	1.0
	No Show Rate	15%	12%	0%			8%	0%	0%	0%	0%			0%	14%	0%	4%	0%				50%	0%	7%	0%			0%	0%	4%
	Patient Cancel Rate	4%	0%	0%			0%	7%	3%	12%	6%			0%	7%	3%	4%	6%				0%	21%	21%	0%			6%	0%	5%
	Clinic Cancel Rate	0%	0%	0%			0%	0%	0%	0%	0%			0%	0%	0%	0%	0%				0%	0%	0%	0%			0%	92%	4%

IONE COMMUNITY CLINIC - FEBRUARY 2023

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total
Eileen McElligott	Patient Hours Available		6				7.5	8		7.75				8	8		6.5					8		8				8	4	79.75
	Patients Seen		7				9	6		10				8	3		9					7		11				10	5	85
	No Shows		0				0	0		1				0	0		0					0		0				1	0	2
	Patient Cancellations		0				0	0		0				2	0		2					0		2				0	0	6
	Clinic Cancellations		0				0	0		0				0	0		0					0		0				0	0	0
	Pts. Per Available Hour		1.2				1.2	0.8		1.3				1.0	0.4		1.4					0.9		1.4				1.3	1.3	1.1
	No Show Rate		0%				0%	0%		9%				0%	0%		0%					0%		0%				9%	0%	2%
	Patient Cancel Rate		0%				0%	0%		0%				20%	0%		18%					0%		15%				0%	0%	6%
Clinic Cancel Rate		0%				0%	0%		0%				0%	0%		0%					0%		0%				0%	0%	0%	

IRRIGON MEDICAL CLINIC - FEBRUARY 2023

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total
Jamie Reed, CSWA	Patient Hours Available	4.5	8	8			8	8	8	8					8	15	16	17	18	19	20	21	22	23	24	25	26	27	28	100.5
	Patients Seen	2	0	2			3	3	3	4					1	1	3	4					2	3					6	36
	No Shows	0	3	0			0	1	4	0					2	0	0	1					0	2					1	14
	Patient Cancellations	0	0	0			0	0	0	0					0	0	0	0					0	1					2	3
	Clinic Cancellations	0	0	0			0	0	0	0					0	0	0	0					0	0					0	0
	Pts. Per Available Hour	0.4	0.0	0.3			0.4	0.4	0.4	0.5					0.1		0.4	0.5					0.3	0.4					0.8	0.4
	No Show Rate	0%	100%	0%			0%	25%	57%	0%					67%		0%	20%					0%	33%					11%	26%
	Patient Cancel Rate	0%	0%	0%			0%	0%	0%	0%					0%		0%	0%					0%	17%					22%	6%
	Clinic Cancel Rate	0%	0%	0%			0%	0%	0%	0%					0%		0%	0%					0%	0%					0%	0%

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total
Terri Dickens, LCSW	Patient Hours Available		8														8							8				8	32	
	Patients Seen		5														7							1				2	15	
	No Shows		0														2							0				2	4	
	Patient Cancellations		1														1							0				0	2	
	Clinic Cancellations		0														0							0				0	0	
	Pts. Per Available Hour		0.6														0.9							0.1				0.3	0.5	
	No Show Rate		0%														20%							0%				50%	19%	
Patient Cancel Rate		17%														10%							0%				0%	10%		
Clinic Cancel Rate		0%														0%							0%				0%	0%		

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total
Jon Watson, PA	Patient Hours Available	8	8				8	8	8	8					8	8	8						8	8				8	8	104
	Patients Seen	14	8				13	10	15	13					15	14	14						14	12				15	17	174
	No Shows	3	2				2	2	1	3					3	2	1						1	2				4	1	27
	Patient Cancellations	0	0				2	0	2	1					0	1	1						2	1				3	3	16
	Clinic Cancellations	0	0				0	0	0	0					0	0	0						0	0				0	0	0
	Pts. Per Available Hour	1.8	1.0				1.6	1.3	1.9	1.6					1.9	1.8	1.8						1.8	1.5				1.9	2.1	1.7
	No Show Rate	18%	20%				12%	17%	6%	18%					17%	12%	6%						6%	13%				18%	5%	12%
Patient Cancel Rate	0%	0%				12%	0%	11%	6%					0%	6%	6%						12%	7%				14%	14%	7%	
Clinic Cancel Rate	0%	0%				0%	0%	0%	0%					0%	0%	0%						0%	0%				0%	0%	0%	

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total
Vicki Kent, FNP	Patient Hours Available		8	8						8	8						8	8											8	48
	Patients Seen		9	11							10	11					8	8											8	57
	No Shows		1	2							1	1					1	4											1	10
	Patient Cancellations		1	1							1	3					4	0											1	10
	Clinic Cancellations		0	0							0	0					0	0											0	0
	Pts. Per Available Hour		1.1	1.4							1.3	1.4					1.0	1.0											1.2	
	No Show Rate		9%	14%							8%	7%					8%	33%											13%	
Patient Cancel Rate		9%	7%							8%	20%					31%	0%											13%		
Clinic Cancel Rate		0%	0%							0%	0%					0%	0%											0%	0%	

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total
Justin Cameron, PA	Patient Hours Available	8	8	8				8	8	8	8					8	8	8					8	8	8			8	112	
	Patients Seen	7	5	8				7	9	6	9					8	9	7					8	9	7			9	108	
	No Shows	2	1	1				1	0	1	1					0	0	2					2	1	1			0	13	
	Patient Cancellations	0	1	1				2	3	2	0					1	0	2					1	2	1			1	17	
	Clinic Cancellations	0	0	0				0	0	0	0					0	0	0					0	0	0			0	0	
	Pts. Per Available Hour	0.9	0.6	1.0				0.9	1.1	0.8	1.1					1.0	1.1	0.9					1.0	1.1	0.9			1.1	1.0	
	No Show Rate	22%	14%	10%				10%	0%	11%	10%					0%	0%	18%					18%	8%	11%			0%	9%	
Patient Cancel Rate	0%	14%	10%				20%	25%	22%	0%					11%	0%	18%					9%	17%	11%			10%	12%		
Clinic Cancel Rate	0%	0%	0%				0%	0%	0%	0%					0%	0%	0%					0%	0%	0%			0%	0%		

Occ. Health	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total
MA Chargeable Visit	Patients Seen	0	0	0			0	4	0	0	0			0	0	0	0					0	0	0	0			0	4	

IMC TOTALS	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total	
IMC TOTALS	Patient Hours Available	20.5	40	24			16	24	24	32	16				8	16	16	32	24			16	24	16	8			16	24	396.5	
	Patients Seen	23	27	21			16	20	27	33	20				15	15	22	27	19			16	23	10	7			17	32	390	
	No Shows	5	7	3			2	4	5	5	2				3	4	1	3	7			1	6	1	1			6	2	68	
	Patient Cancellations	0	3	2			2	2	5	4	3				0	1	2	5	2			2	3	2	1			3	6	48	
	Clinic Cancellations	0	0	0			0	0	0	0	0				0	0	0	0	0			0	0	0	0			0	0	0	
	Pts. Per Available Hour	1.1	0.7	0.9			1.0	0.8	1.1	1.0	1.3				1.9	0.9	1.4	0.8	0.8				1.0	1.0	0.6	0.9			1.1	1.3	1.0
	No Show Rate	18%	19%	12%			10%	15%	14%	12%	8%				17%	20%	4%	9%	25%				5%	19%	8%	11%			23%	5%	13%
Patient Cancel Rate	0%	8%	8%			10%	8%	14%	10%	12%				0%	5%	8%	14%	7%				11%	9%	15%	11%			12%	15%	9%	
Clinic Cancel Rate	0%	0%	0%			0%	0%	0%	0%	0%				0%	0%	0%	0%	0%				0%	0%	0%	0%			0%	0%	0%	

MORROW COUNTY EMS ADVISORY COMMITTEE MEETING

Minutes of Meeting held December 13, 2022

Pioneer Memorial Clinic Conference Room, Heppner, Oregon

MEMBERS PRESENT: Eric Chick, Dr. Berretta (Zoom), Donna Sherman, Richard Hernandez, Janis Beardsley, Kristen Bowles

MEMBERS ABSENT: Charlie Sumner, Judi Gabriel, Adam McCabe, Josie Foster

PUBLIC PRESENT: Emily Roberts, Diane Kilkenny (Zoom), Sam Van Laer, Paul Martin, Nicole Mahoney (Zoom)

MEDIA PRESENT: None

Call to Order

The meeting was called to order at 6:30 p.m. by Donna Sherman.

Business

1. PUBLIC COMMENTS: None.

2. ADD AGENDA ITEM UNDER NEW BUSINESS:

Update from Emily Roberts on progress of QA resolution process with Boardman Fire Rescue District.

3. APPROVAL OF MINUTES:

Eric Chick made a motion to approve the minutes from October 11, 2022 as written. Kristen Bowles seconded the motion. Motion passed unanimously by all board members present.

4. NEW BUSINESS:

- a. Emily Roberts update on QA resolution process with Boardman Rural Fire District:
 - i. BRFD has failed to comply with the QA resolution process described in the current ASA Plan.
 - ii. A hearing is scheduled for January 10, 2023 for BRFD to come before the MCHD Board as per the ASA Plan process.
 - iii. The MCHD Board will issue a determination following the hearing, which will be publicly available.
- b. Update on Staffing
 - i. Boardman currently has one full-time opening for an EMT.
 - ii. Irrigon is fully staffed and running the new model of 12-hour shifts with 24-hour coverage.
 - iii. Heppner will start the hiring process to move to full-time staffing in the next few months. Staff in Irrigon and Boardman have been assisting with covering open shifts.
 - iv. Richard Hernandez has transferred departments to Maintenance Director and as such will move to occasional part-time EMS, this will be his last meeting with

the Advisory Committee. The MCHD Board will approve his replacement prior to the next Committee meeting.

- c. Reviewed ASA pages 10-19 and created a list of items for consideration during the next ASA revision cycle.
- d. October & November EMS Stats
 - i. Boardman is consistently en route in <1 minute.
 - ii. Irrigon en route times have improved since moving to new staffing model.
 - iii. There is a request to distinguish responses between 911 calls and inter-facility transfers. Donna Sherman will work on this before the next Advisory Committee Meeting.

5. OLD BUSINESS: None

6. EXECUTIVE SESSION

- a. Donna Sherman called to order an Executive Session under ORS 192.660(2)(f) to consider information or records that are exempt from public inspection at 7:00 p.m.
- b. Executive Session adjourned at 7:19 p.m.

7. ADJOURN: With no further business to come before the board, the meeting was adjourned at 7:19 p.m.

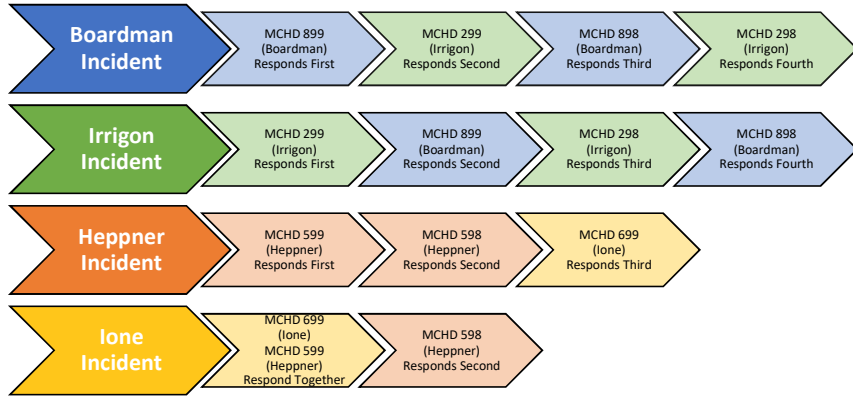
Minutes typed by Donna Sherman, EMS Advisory Committee Chair. Approved March 7, 2023.

2023	BOARDMAN						IRRIGON						HEPPNER						IONE		
	899			898			299			298			599			598			699		
	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs
January	0.2	3.8	47	1.0	10.2	6	1.0	3.5	52	0.1	3.9	4	3.5	8.7	26	6.0	11.5	2	N/A	N/A	0
February	0.2	5.8	43	1.1	12.4	1	1.0	3.3	33	5.0	5.0	3	5.6	21.5	22	9.0	10.0	7	N/A	N/A	0
March																					
April																					
May																					
June																					
July																					
August																					
September																					
October																					
November																					
December																					
TOTAL			90			7			85			7			48			9			0

Dispatch to en route means the length of time between when the ambulance is dispatched to when the ambulance leaves the garage.

Response time means the length of time between the notification to the ambulance and the arrival of the ambulance at the incident scene.*

*Note that response times are not adjusted for miles traveled and in some instances include non-emergent transfers.



PHYSICIAN & LEADERSHIP SOLUTIONS AGREEMENT

This Physician & Leadership Solutions Agreement (the "**Agreement**") is entered into by and between Morrow County Health District ("**Client**") and **AMN Leadership Solutions, Inc.** ("**AMN**"), on behalf of itself and its affiliates and subsidiaries, including B.E. Smith, LLC ("**BES**"), B.E. Smith Interim Services, LLC ("**BESI**"), Merritt, Hawkins & Associates, LLC ("**MHA**"), and Staff Care, Inc. ("**SCI**") and together with AMN, BES, BESI, MHA, and SCI ("**Agency**") on 02/24/2023 for the purpose of providing those services set forth in the applicable service line exhibit ("Service Line Exhibit(s)") attached hereto. Both the Service Line Exhibits and any Confirmation Form(s) are incorporated herein by reference. For good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** The one or more attached Service Line Exhibits set forth the specific services to be furnished by Agency ("**Services**"), together with current fees and other terms specific to such Services. Client represents, warrants and covenants that it has obtained and will keep current all licenses, permits and authorizations necessary to conduct its business in accordance with all applicable laws, rules and regulations. The Agreement covers supplying staffing services routinely performed by Agency in each of the following Service Line Exhibits attached and incorporated herein by reference:
 - a. SERVICE LINE EXHIBIT A – Interim Leadership Professional Staffing
 - b. SERVICE LINE EXHIBIT B – Executive Search

The services set forth in a Service Line Exhibit shall be performed by the Agency entity provided in the Service Line Exhibit. The terms set forth in a Service Line Exhibit shall be specific to the service line referenced in the Service Line Exhibit and shall not apply to other Service Line Exhibits. Additional Service Line Exhibits may be subsequently added by the parties upon written mutual amendment to this Agreement with the specifics to that Service Line Exhibit as agreed to in writing by the parties.

2. **COMPENSATION TO AGENCY.** Client agrees to pay for Services rendered under this Agreement in accordance with the Service Line Exhibit(s), plus all applicable federal, state and local taxes that may be payable by Agency, including but not limited to, sales/use tax, excise tax and gross receipts tax. Unless Client provides Agency a current, valid tax exemption certificate, Client shall reimburse Agency for the actual amount of any applicable state or local sales, gross or similar tax imposed on fees paid to Agency by Client for Services rendered by Agency.
3. **INVOICING.** Invoices will be rendered in accordance with the applicable Service Line Exhibit(s). Client agrees that invoices may be delivered via email or a web-based application (and Client and Agency shall cooperate to allow Client to obtain invoices in such manner). Payment by Client shall be due in accordance with the applicable Service Line Exhibit(s). Credit card payments shall not be permitted without Agency's written consent, which may be withheld in its sole discretion. Agency will impose a finance charge of one and a half percent (1.5%) per month (or the maximum charge permitted by law, if less) to all outstanding past due amounts. Information appearing on the invoice shall be deemed accurate and affirmed by Client unless Client notifies Agency in writing, specifying the particular error(s), omission(s) or objection(s) within 45 days of the invoice date. Failure to notify Agency within that time shall constitute a waiver by Client of any objection thereto.
4. **TERM.** The term of this Agreement shall be for a period of one year, and this Agreement will renew automatically for successive one-year terms, unless terminated earlier as provided herein.
5. **TERMINATION.** Subject to the terms of any Service Line Exhibit, either party may terminate this Agreement upon the other party's material breach and failure to cure within 30 days, or at any time upon provision of 30 days written notice to the other party. Upon any termination of this Agreement, Client shall pay Agency for all services performed in accordance with this Agreement through the date of termination and shall make all other payments that come due prior to the date of such termination. This Agreement shall be binding on and inure to the benefit of the successors and/or assigns of Agency.
6. **CONFIDENTIAL INFORMATION.** Each party shall keep confidential all Confidential Information of the other party (the "**Disclosing Party**") and shall not use or disclose such Confidential Information either during or at any time after the term of this Agreement, without the Disclosing Party's express written consent. Notwithstanding the foregoing, the party receiving the Confidential Information (the "**Receiving Party**") may disclose the Disclosing Party's Confidential Information if required to do so by law; provided, the Receiving Party notifies the Disclosing Party in advance such that the Disclosing Party may act to protect such disclosure. Confidential Information means non-public information that is disclosed or becomes known to the other party as a consequence of or through its activities under this Agreement, including but not limited to, compensation,

fees, recruiting practices, hiring needs, costs, profits, margins, sales, general business processes, financial plans or report, Interim, prospective Interim, and permanent search candidate names, qualifications and personal information, and any other information that may be deemed proprietary to the Disclosing Party. Client agrees that Agency may disclose Confidential Information to any corporation or other business entity controlled by, controlling, or under common control with, Agency for the performance of all or part of its obligations and duties hereunder. Client shall not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, employee, interim, independent contractor, or candidate Confidential Information (collectively, "**Provider/Candidate Confidential Information**") to another business or a third party for monetary or other valuable consideration; (ii) retain, use, or disclose such Provider/Candidate Confidential Information for any purpose other than for the specific purpose of confirming the suitability of the employee, interim, independent contractor, or candidate to perform services, and Client processes necessary to enable employee, interim, independent contractor, or candidate to perform the services, including but not limited to time keeping, billing, and access to client systems; or (iii) retain, use, or disclose such Provider/Candidate Confidential Information outside of the direct business relationship between Agency and Client. In addition, Client agrees to use appropriate privacy and security measures to protect all Provider/Candidate Confidential Information from unauthorized access, destruction, use, modification, or disclosures in accordance with all federal and state privacy laws, including but not limited to, limiting access to only those employees necessary for performance under this Agreement, implementing suitable measures to prevent unauthorized persons from gaining access to Provider/Candidate Confidential Information, and to prevent unauthorized reading, copying, alteration, use, or removal of Provider/Candidate Confidential Information. Client will report to Agency in writing, no more than one business day after discovery, any breach of security or privacy unauthorized use, or unauthorized disclosure of Provider/Candidate Confidential Information. Client shall be responsible for notifying affected employee, interim, independent contractor, or candidate of the occurrence (as required by applicable law) and for payment of all costs of notification and any costs associated with mitigation, including but not limited to credit monitoring. Client shall also be responsible for all expenses, costs, and any damages incurred by Agency, its subsidiaries, and/or subcontractors resulting from such occurrence. Client must obtain Agency's approval of the time and content of any notifications under this Section before contacting affected employee, interim, independent contractor, or candidate.

- 7. MEDICARE ACCESS.** In compliance with Section 420.302(b) of the Medicare regulations, until the expiration of four years after the furnishing of the Services provided under this Agreement, Agency will make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of those Services.
- 8. EQUAL EMPLOYMENT OPPORTUNITY POLICY.** Each party acknowledge that it is an equal opportunity employer and agrees that it does not and will not discriminate against, harass, or retaliate against any employee or job applicant on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or any other status or condition protected by applicable federal, state or local laws.
- 9. USE OF NAME AND TRADEMARK.** With written preapproval from Client, agency may use Client's name and logo for recruiting purposes, including advertising and marketing materials in the performance of Services under the Agreement. Agency may not use Client's name or logo for Agency's own advertising and marketing materials as to Agency without Client's advance, written authorization.
- 10. NOTICES.** All notices, demands, requests or other instruments which may be or are required to be given hereunder shall be in writing and sent to the addresses set forth below, by hand delivery, first class, certified mail – return receipt requested or via overnight courier, postage prepaid (with confirmation of delivery) to the appropriate address indicated below. The addresses provided below are conclusively deemed to be valid, and notice given in compliance with this provision shall be conclusively presumed to be proper and adequate, unless a written change of address is provided to all parties herein. Each notice shall be deemed delivered on (1) the date delivered if by personal delivery, or (2) if by mail, the date upon which delivery is confirmed or designated as not deliverable by the postal authority.

AMN Leadership Solutions, Inc.:

Attn: Adam Newsom
Senior Director
PO Box 74007636
Chicago, IL 60674-7636

Client Name:

Morrow County Health District
101 Boardman Ave. NW
Boardman, OR 97818

With a copy to: Chief Legal Officer, Legal Department,
AMN Healthcare, Inc.
12400 High Bluff Drive, San Diego, CA 92130

- 11. ENTIRE AGREEMENT; ATTORNEYS' FEES; GOVERNING LAW.** This Agreement (including any Service Line Exhibit(s) attached hereto) contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments and practices between the parties with respect to the subject matter of this Agreement, and shall take precedence and control over any terms set forth in a group purchasing agreement under which Client may be a participating member. No amendments to this Agreement (including a Service Line Exhibit) may be made except by written mutual agreement. In the event of a conflict between this Agreement, on the one hand, and a Service Line Exhibit on the other hand, the Service Line Exhibit shall control. In the event that any action is brought to enforce or interpret this Agreement or any part thereof, the prevailing party shall recover its costs and reasonable attorneys' fees in bringing such action. In the event of non-payment by Client, Client shall pay all costs incurred by Agency in collecting delinquent amounts, including collection agency fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws rules. The parties consent to the exclusive jurisdiction of the state and federal courts located in the Dallas County, Texas for any action arising under this Agreement.
- 12. ASSIGNMENT.** Agency may assign this Agreement or delegate the performance of all or part of its obligations and duties hereunder, to any corporation or other business entity controlled by, controlling, or under common control with, Agency. This Agreement may not be otherwise assigned by either party without the written consent of the other party, which will not be unreasonably withheld, delayed or conditioned. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under this Agreement on any person or party other than the parties hereto and their respective successors and assigns.
- 13. SEVERABILITY.** If any provision herein is held to be contrary to law, such provision will be deemed valid only to the extent permitted by law. All other provisions shall continue in full force and effect.
- 14. NON WAIVER.** *Either party's failure to require performance of any provision of this Agreement shall not affect its right to require performance at any time thereafter, nor shall waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default.*
- 15. SURVIVAL.** All agreements, representations and warranties contained in this Agreement or in any document delivered pursuant hereto that by their nature are intended to survive termination or expiration of this Agreement shall so survive.

AGREED AND ACCEPTED:

Client

AMN

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SERVICE LINE EXHIBIT A - Interim Leadership Professional Staffing

- A. Scope of Services.** Agency will provide interim leadership professional staffing services (“**Interim Services**”), which includes the management of staffing service orders for interim leadership professionals (“**Interims**”), through Agency’s subsidiary, B.E. Smith Interim Services, LLC (“**BESI**”), as agreed to by the parties in one or more confirmation form(s), which will outline the Interim search and services to be conducted (“**Interim Confirmation Form**”). A sample Interim Confirmation Form is attached hereto as Attachment A-1. The terms set forth in this Service Line Exhibit apply only to Interim Services as agreed to by the parties in Interim Confirmation Forms.
- B. Schedule of Rates and Costs.**
- (1) BESI and Client shall execute an Interim Confirmation Form at the commencement of each Interim search. Additional Interim positions may be added through mutual agreement of the parties through execution of additional Interim Confirmation Forms. Once Client and BESI identify and agree to place a specific Interim on assignment, Client agrees that the assignment may be confirmed by written confirmation, including via email, to BESI.
 - (2) Client shall pay BESI a non-refundable assignment retainer of \$5,000 upon execution of each Interim Confirmation Form that commences a new Interim search.
 - (3) Client shall pay BESI at the weekly regular rate as set forth in each executed Interim Confirmation Form for each week or any part thereof for services rendered by Interim including any time spent traveling or in orientation. If the first week of assignment is not a full five (5) days, BESI will invoice on a prorated basis, to include travel day, days worked, and orientation. Client shall also pay BESI the weekly regular rate when Interim incurs paid sick leave, holidays, jury duty, or bereavement leave. Paid holidays include New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and any Client observed holiday.
 - (4) Each Interim shall be scheduled for a minimum assignment duration of twelve (12) weeks, beginning with the first full week that Interim works. The term of each Interim assignment shall be for a period of up to 11 months and may be extended per Section B(5) below. On the first anniversary of the start date of an Interim assignment, a rate increase of eighteen percent (18%) shall be incorporated automatically.
 - (5) Each Interim assignment may be extended by written confirmation, which Client and BESI agree may be made via email, subject to acceptance and availability of the Interim.
 - (6) Client shall reimburse BESI for all out of pocket costs incurred by BESI related to each Interim’s assignment, which, unless otherwise specified in the Interim Confirmation Form, includes, without limitation: initial travel to the assignment as well as travel back home at the end of the assignment; rental car or mutually agreed upon car allowance; roundtrip transportation every other weekend or as otherwise agreed in writing, with the understanding that a single family member/significant other may travel to assignment location in lieu of Interim; transportation to and from airport when traveling home or to assignment; housing or housing stipend, which may include short-term accommodations, such as a hotel or other temporary accommodations while long-term accommodations are being arranged, or long-term accommodations, such as a one bedroom extended stay hotel, furnished apartment/condominium, or furnished house; health requirements and background checks for Interim; and if accommodations do not include a full kitchen, Client shall also pay daily meal per diem expenses at or below the IRS standard. All travel may include economy-class airfare, mileage at applicable IRS rates, or other equivalent means. Housing accommodations will include kitchen, utilities, cable television, washer/dryer, parking, internet access, or the equivalent, and will be clean, safe, and in close proximity to Client’s facility. An administrative surcharge of three and a half percent (3.5%) will be applied to all out-of-pocket expenses incurred by BESI and invoiced to Client. The parties acknowledge that a reimbursement arrangement exists between the parties with respect to housing and meals. BESI will provide substantiation of the reimbursement amount, and amounts reimbursed by Client may be subject to tax deduction limitations.
- C. Government Mandated Cost Increases.** If at any time during the term of this Agreement, BESI is required to increase its employees’ compensation (e.g. due to increase in mandatory benefits requirement), or incurs an increase in its compensation costs as a direct result of any law, determination, order or action by a governmental authority or government insurance benefit program, Client agrees that BESI may increase the bill rates proportionately so as to place BESI in the same position it was

in prior to such law, determination, order or action. Client shall pay such increased bill rates upon BESI's provision of 30 days' notice of such increase.

- D. **Invoices.** Invoices will be rendered monthly and delivered via email or a web-based application (and Client and BESI shall cooperate to allow Client to obtain invoices in such manner). Payment by Client shall be due within 30 days of the invoice date.
- E. **Exempt Status.** Client represents and warrants that (i) the positions set forth in an Interim Confirmation Form are exempt positions pursuant to applicable state and federal laws, and (ii) Client shall maintain the exempt status of such Interims through the duration of the Interim's assignment. Provided Client maintains the exempt status, Client will not pay overtime for hours worked by Interims. Client shall indemnify and hold harmless (and at BESI's request, defend) BESI and its respective subsidiaries, affiliates, officers, directors, agents and employees (each, an "Indemnitee") from and against any and all claims, losses, damages, liability, costs, expenses (including reasonable attorneys' fees), judgments or obligations whatsoever, arising from any allegation that the Interim positions are improperly classified as an exempt position. The foregoing indemnification includes but is not limited to claims involving wage and hour, compensation, benefits, and employment classification that arise from the improper classification as an exempt position.

F. **Additional Obligations.**

- (1) Client shall be responsible for compliance with all relevant safety and health laws and regulations during the period of an Interim's assignment under Client's supervision, including but not limited to applicable Joint Commission regulations relating to orientation and evaluation and HIPAA regulations. Client will provide each Interim with all necessary site-specific training, orientation, equipment (including Respiratory Fit Testing) and evaluations required by federal, state or local occupational safety laws or rules, including Joint Commission and HIPAA, for members of Client's workforce. Promptly (and in no event more than 30 days after Client knew or reasonably should have known of such claim), Client shall provide BESI written notice of any occupational safety hazards or events involving Interim, or of any sentinel event or actual or threatened claim arising out of or relating to Interim. Further, Client will only utilize Interims for the need requested and will only assign Interims to work in the areas in which they are professionally qualified and oriented to work.
- (2) Interims shall perform work at Client's location(s) and under Client's supervision and direction. Client will control the details of the work and shall be responsible for the work product of Interims. Client will be responsible for its business operations, products, services, and intellectual property. BESI will not provide office space, equipment or other materials required for the performance of work by Interims assigned to Client hereunder. BESI shall not be responsible for the work product, acts, errors or omissions of Interims. In the event Client requests an Interim to obtain remote access (within the United States) to Client's system and/or applications, Client shall be responsible for ensuring Interim meets the Client's access and/or use requirements. Client agrees that Interims shall not sign any accounting or other financial related opinions or other related documentation, or any documents which are going to be filed with any federal, state or local government, including without limitation, any financial statements which are attached and incorporated into the public filings of publicly traded companies with the Securities and Exchange Commission. Client has full medical responsibility of its patients in general and shall provide and be responsible for oversight of Interims in connection with any Services provided by Interims that involve patient care, including patient care in emergency circumstances (e.g. a natural disaster) ("Clinical Services"). In the event an Interim is not licensed in Client's state at the start of an assignment, Client agrees Interim will function under the Leadership Consultant Agreement that will be provided by BESI until such time Interim obtains licensure in Client's state.
- (3) BESI will manage all employment aspects of its respective Interims assigned to Client, to include hiring, employment-based counseling, terminations, salary review, annual performance evaluations, and placement. As part of the hiring process, BESI will complete a background check on Interims, maintain the relevant documentation in its files, and if requested, will provide Client with confirmation that an appropriate check was completed. To the extent Client requests background information about Interims, Client will restrict the use of the background information to personnel selection for employment purposes only in compliance with The Fair Credit Reporting Act, as amended by the Consumer Reporting Reform Act of 1996 (the "Act"). No background information will be given to any other "person" or "user," as those terms are defined in the Act, unless the "person" or "user" agrees (i) to keep the Report(s) strictly confidential and to use the Report(s) for employment purposes only; and (ii) to adhere to the Notice to Users of Consumer Reports: Obligations of Users under the Fair Credit Reporting Act ("FCRA") 15 U.S.C. Section 1681 which can be found online at:

www.consumer.ftc.gov/articles/pdf-0111-fair-credit-reporting-act.pdf. Client will also have in place procedures to properly retain and dispose of records containing this information in compliance with the Act and other applicable state and federal law. BESI shall be responsible for the payment of wages to its respective Interims for work performed on assignments hereunder and shall verify the identity and right to work of each Interim under the United States immigration laws.

- (4) During the term of this Agreement, and for the period of two (2) years following the termination of this Agreement, Client shall not request through another personnel or employee staffing company, or accept the services of, any Presented Interims. Further, during the aforesaid period, Client shall not directly or indirectly cause or encourage any Presented Interims to transfer to or work for another personnel or employee staffing company other than BESI. "Presented Interims" means any Interim whose curriculum vitae or services was presented to Client by BESI before or during the term of this Agreement other than an Interim for whom Client has notified BESI in writing within 48 hours of such introduction of Client's prior knowledge of Interim's availability.

G. Insurance.

- (1) BESI and Client shall each maintain at its own expense the following insurance:
 - (a) workers' compensation for employees as required by law with statutory minimum limits;
 - (b) employers' liability coverage for damages due to bodily injuries either by accident or disease with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate;
 - (c) commercial general liability with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate for bodily injury and property damage;
- (2) BESI shall maintain non-clinical errors and omissions liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Client shall maintain director's & officer's (D&O) liability insurance in amounts that are customary and standard within the healthcare industry.
- (3) Client agrees that Interims shall not provide clinical or patient care services ("Clinical Services"), unless agreed to in writing by the parties in an executed Interim Confirmation Form for a specific Interim assignment. In the event Client directs or requires an Interim to provide Clinical Services without prior written agreement by the parties in an executed Interim Confirmation Form, then: (a) Client's professional liability insurance shall provide coverage to Interim and BESI; (b) Client is solely responsible for confirming Interim's qualifications to provide Clinical Services; (c) Client will indemnify, defend, and hold harmless BESI and the Interim for any damages, claims, or other losses (including reasonable attorney's fees) arising out of or related to the Clinical Services; (d) Client shall maintain professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate for Interim advance practice leaders and \$2,000,000 per occurrence and \$4,000,000 annual aggregate for Interim nurse/allied leaders; and (e) Client's insurance shall respond on a primary basis and shall not seek any contribution from BESI or the Interim nor shall Client pursue subrogation against BESI or Interim.

H. Indemnification & Limitation of Liability.

- (1) Indemnification. Except where Client owes an indemnity obligation to BESI under Section G(3)(c), each party ("Indemnitor") agrees to indemnify and hold harmless the other ("Indemnitee") from and against any and all third party claims, losses, damages, costs and expenses to the extent adjudicated to be caused by the Indemnitor's negligence or willful misconduct. For the avoidance of doubt, BESI's obligation to indemnify does not extend to any Clinical Services' acts or omissions of Interims. Indemnification is subject to: (a) the Indemnitee promptly providing the Indemnitor written notice of the claim; (b) the Indemnitor's right to control the claim's defense and settlement (provided that the Indemnitor may not settle or defend any claim without the Indemnitee's consent (which shall not be unreasonably withheld, delayed or conditioned), unless it unconditionally releases the Indemnitee from all liability); and (c) the Indemnitee providing reasonable assistance to the Indemnitor. This obligation shall expressly survive the expiration or termination, for whatever reason, of this Agreement.
- (2) Limitation of Liability. Notwithstanding anything to the contrary contained in this agreement, in no event shall either party be liable to the other party for any indirect, incidental, consequential, exemplary, special or punitive damages or expenses

or lost profits (even if advised of the possibility of such damages) arising out of or in connection with this agreement, regardless of the form or action (whether in contract, tort, negligence, strict liability, statutory liability or otherwise).

I. Removal of Interims from Assignment, Postponement and No-Shows.

- (1) Interim Cancellations. Subject to Section I(2) below, the minimum term for an Interim assignment is twelve (12) weeks. After the initial twelve (12) weeks, either party may terminate an assignment by providing the other party at least thirty (30) days' prior written notice of termination. The parties agree that any Interim assignment terminated under this subsection shall have the Interim's last day of assignment be Friday. If Client terminates an assignment on less than thirty (30) days' notice, Client shall pay, as a reasonable estimation of BESI's and the Interim professional's damages, and not as a penalty, an amount equal to: (A) the balance of fees that would be payable with thirty (30) days' notice, plus (B) demobilization costs otherwise payable at the end of the Interim professional's assignment (e.g., return airfare), plus (C) all additional fees, costs, expenses, and penalties already incurred or reasonably expected to be incurred as a result of such early termination of the Assignment (e.g., lease termination fees).
- (2) Notwithstanding Section I(1), Client may immediately terminate an Interim assignment upon providing written notice that Interim is incapable of performing the duties of the position, commits acts of professional negligence, is absent from the position without Client's permission during scheduled times, is insubordinate, engages in substance abuse, violates Client's express rules or regulations, or engages in other unprofessional conduct or breach or neglect of duty. Client shall make available to BESI copies of all non-privileged documentation about problems or incidents in which Interims are involved.
- (3) In the event Interim is accepted by Client, Client confirms a start date for Interim, and Client cancels assignment prior to agreed upon start date with or without proper notice, Client agrees to pay BESI (a) a sum equivalent to one weekly regular rate as specified in the Interim Confirmation Form, and (b) any out of pocket costs actually incurred by BESI, including any housing and travel costs.

J. Hiring of Interims by Client.

- (1) Client may hire or retain the services of (on any basis, including but not limited to a full-time, part-time, contract or temporary employee) Presented Interims placed on assignment only in accordance with this Section J.
- (2) Client will have sole responsibility for making hiring decisions with respect to Interims that Client decides to hire ("Conversion Candidate"). Client acknowledges and agrees that, effective on the date they are hired by Client, Conversion Candidates are employees of Client and BESI shall have no liability for any acts or omissions of such Conversion Candidates.
- (3) Except in Minnesota or where prohibited by law, if Client hires, retains, or otherwise engages a Presented Interim in any position within the Client's health care system during the period of up to two (2) years following the later of (i) the presentation of the Interim or candidate by BESI or (ii) the termination of this Agreement, Client shall provide thirty (30) days' prior written notice to BESI and pay to BESI the following conversion fee which is due once the Presented Interim or candidate is hired, retained, or otherwise engaged by Client:
 - (a) Thirty-three percent (33%) of the annual compensation (including signing and other bonuses and taxable compensation) to be paid to Presented Interim or candidate if this event happens within the first 6 months of the Interim's assignment or within the first 6 months of being presented as a candidate, whichever is later.
 - (b) Thirty percent (30%) of the annual compensation (including signing and other bonuses and taxable compensation) to be paid to Presented Interim or candidate if this event happens after the 6th month of the Interim's assignment or after the 6th month of a candidate being presented to Client, whichever is later.
- (4) The obligations of this Section J survive the expiration or termination for any reason of this Agreement.

K. Equal Employment Investigations. Client will promptly investigate allegations of discrimination, harassment and retaliation and will report to BESI any suspected discrimination, harassment and/or retaliation either by or against Interims immediately.

- L. **Termination of this Service Line Exhibit.** Either party may terminate this Service Line Exhibit upon the other party's material breach and failure to cure within 30 days, or at any time upon provision of 30 days written notice to the other party; provided, however, for all Interims currently confirmed for an assignment, or at work on an assignment, at the time notice of termination is received, Client shall either (i) continue having Interims work on assignment for 30 days, with the interims last day of assignment being Friday, or (ii) immediately terminate an Interims' assignment but pay, as a reasonable estimation of BESl's and the Interim professional's damages, and not as a penalty, an amount equal to: (A) the balance of fees that would be payable with thirty (30) days' notice, plus (B) demobilization costs otherwise payable at the end of the Interim professional's assignment (e.g., return airfare), plus (C) all additional fees, costs, expenses, and penalties already incurred or reasonably expected to be incurred as a result of such early termination of the Assignment (e.g., lease termination fees). Upon any termination of this Service Line Exhibit, Client shall pay BESl for all services performed in accordance with this Service Line Exhibit through the date of termination and shall make all other payments that come due prior to the date of such termination. This Service Line Exhibit shall be binding on and inure to the benefit of the successors and/or assigns of BESl and shall make all other payments that come due prior to the date of such termination. This Agreement shall be binding on and inure to the benefit of the successors and/or assigns of BESl.

Attachment A-1 – Interim Confirmation Form

Pursuant to the Physician & Leadership Solutions Agreement entered into between Morrow County Health District (“Client”) and AMN Leadership Solutions, Inc. (“Agency”) on 02/24/2023 and the applicable Service Line Exhibit (collectively, “Agreement”), the parties agree that Agency’s subsidiary B.E. Smith Interim Services, LLC (“BESI”) will initiate a search for an Interim to be placed on assignment with Client and Client agrees to pay BESI according to the terms listed below.

Position: Interim Director of Radiology	Scheduled Start Date:
Facility Name: Morrow County Health District	TBD
Facility Address: 564 E Pioneer Drive, Heppner, OR 97836	

A. Rates:

Assignment Retainer: \$5,000

Weekly Regular Rate: \$5,400-\$6,000/week

B. Special Terms (if applicable):

C. Facility Information (to be completed by Client if known at the time of signing):

Direct Report Name:	Direct Report Position:
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Invoicing	Human Resources
Contact Name:	Contact Name:
Department:	Department:
Address:	Email:
Email:	Phone Number:
Phone Number:	

AGREED AND ACCEPTED:

Client

Signature: _____

Name: _____

Title: _____

Date: _____

BESI

Signature: _____

Name: _____

Title: _____

Date: _____

March 14, 2023

Nicole Mahoney, COO
Pioneer Memorial Hospital
564 E Pioneer Drive
Heppner, OR 97836

Dear Nicole:

Thank you for selecting Wipfli LLP (“Wipfli”) as the provider of professional finance and accounting solutions for Pioneer Memorial Hospital (“Client”). We look forward to working with you in achieving the business and accounting goals and objectives established by your organization.

This letter (“Engagement Letter”), together with the attached Non Attest - Terms and Conditions (“Terms and Conditions”) records Wipfli’s engagement by Pioneer Memorial Hospital, sets forth the purpose, objective, and scope of the project; confirms our understanding of the terms of our engagement; and conveys the nature and limitations of the services provided. Client agrees that it will hold the content of this Engagement Letter in confidence and will not disclose, use, or copy the same in whole or in part for any purpose other than to evaluate its subject matter.

Purpose and Objective

The primary purpose of Wipfli’s engagement is to provide professional finance and accounting services. This Engagement Letter is intended to clarify accountability, roles and/or responsibilities and provide a defined, clear, and concise set of services to Client based on Client’s needs.

The scope of our services will be jointly and continuously monitored by the assigned Wipfli engagement manager and Client. Requirements or specifications that have not been defined in this Engagement Letter will be evaluated by the Wipfli engagement manager and Client to determine the impact to the overall service plan.

Through this engagement, professional and accounting services provided will be focused on:

- Completion of Month/year-end close
- Other duties as assigned by COO/CEO

Fee Schedule

Finance and accounting solutions will be provided in a virtual environment. Our fees for professional services will be billed monthly, at a rate ranging from \$185-\$350 per hour depending on the level of expertise required. We will communicate via bi-weekly communication to discuss scope and approved time for tasks in advance. Any services that are outside of our standard scope of services listed would be billed additionally.

Scope of Work

Our ability to perform the services described in this Engagement Letter for the fees quoted above is contingent upon Wipfli's receipt of the information necessary to complete the services in a timely and organized fashion within one (1) week of Wipfli's request to Client for such information. To the extent there are repeated delays in your response to our requests for information, we will advise you of the additional fees necessary to complete the engagement. This engagement letter will remain in effect for one year from the date of Client's acceptance.

If applicable, and Wipfli's engagement with Client ends for any reason, you will have the option to engage any third-party subscription-based services which were previously used by Wipfli in the delivery of services, or any other third-party subscription-based services, in each case at your expense. Client agrees to take such steps as may be necessary to complete the transfer of any licenses or services to Client and assume responsibility for payment, setup, configurations of applications, and modules and integrations. All configurations and integrations used during the engagement will remain the property of Wipfli and may, at our discretion, be transferred under subsequent written agreements. Client understands that if Wipfli's services are terminated and Client does not assume responsibility for these services, they may be cancelled. Additional fees may apply if you elect to restore those services (if that option is available from the service provider).

Signatory Authority, Authorization for Account Information and Software Access

For Wipfli to provide the level and quality of service Client has requested under this Engagement Letter, we may require access to Client's bank account, credit card, brokerage or other similar financial services account information to determine account balances and otherwise provide the requested services. By executing this Engagement Letter, Client agrees to grant Wipfli such access, and to be responsible for the management, control and revocation of such access.

Client acknowledges that Client's approval of this authority and authorization to Wipfli does not relieve or minimize Client's financial obligations or accountabilities and that account authorization and/or signatory authority is provided only as an accommodation to Wipfli to complete the performance of the services requested under this Engagement Letter. Client agrees to cooperate with Client's banking and other financial institutions and Wipfli to accomplish the required account access authorization processes and/or signatory authority. In addition, Client agrees and understands that Client is responsible for maintaining adequate account balances to cover all of Client's required debits and transactions. Final authorization of all transactions is the responsibility of Client, and Client acknowledges and agrees that it does not grant to Wipfli the responsibility or authority to choose between or among or otherwise prioritize its required debits and transactions. Absent other direction, Client agrees and acknowledges that Wipfli will prioritize and execute such transactions according to due dates and any pre-established payment schedules.

It may also be necessary for Wipfli to directly access your accounting system(s) when requested by you or as deemed necessary by Wipfli to render services under this Engagement Letter. You agree to provide Wipfli a unique username and password to facilitate such access. You further agree to manage such access and understand that you are responsible for providing that access in a sound and secure manner that does not compromise your network or systems, and that you are responsible for terminating such access and may do so at any time, provided that you understand that terminating such access may make it impossible to perform our obligations hereunder and relieve us of our obligation to do so.

Client Acceptance of Its Responsibilities

This engagement will be conducted in accordance with standards established by the American Institute of Certified Public Accountants (“AICPA”). When Wipfli provides these services, our professional standards require us to document that you understand and accept your responsibilities, which include the following:

- Assume all management responsibilities.
- Oversee the service by designating an individual, preferably within senior management, who possesses suitable skills, knowledge, and/or experience.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the results of the services.

Wipfli does not have the authority to perform management functions, make management decisions, or act in a capacity equivalent to an employee. Client specifically understands that this engagement hereunder is not intended to provide, nor will it result in, the expression of any opinion of any kind by Wipfli with respect to Client’s financial statements.

Health Insurance Portability and Accountability Act of 1996

Both parties recognize that some of the data exchanged as part of this engagement is subject to the privacy regulation (the “Privacy Rule”) issued by the Department of Health and Human Services (“DHHS”) pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Client shall provide Wipfli with only that individually identifiable health information (Protected Health Information [“PHI”]) which is minimally necessary for Wipfli to provide services. It is agreed that Client will de-identify PHI provided by Client. In the event that PHI is transmitted to Wipfli, Wipfli shall develop, implement, maintain, and use appropriate administrative technical and physical safeguards to prevent the use or disclosure of PHI. For additional privacy terms, please see the attached Terms and Conditions.

Approval to Proceed

If the above terms are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this letter to us.

We look forward to our continued association with you and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

Wipfli LLP

Wipfli LLP

ACCEPTED: PIONEER MEMORIAL HOSPITAL

By: _____

(Print Name and Title)

Date: _____

kts/Enc.

1. Entire Agreement

These Terms and Conditions, together with the engagement letter (“Engagement Letter”) to which these Terms and Conditions are attached, the Engagement Letter’s other appendixes, and applicable Change Orders, if any, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli regarding the engagement), understandings, and agreements (oral or written) between the parties relating to the subject matter including, without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the Engagement Letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions or the Engagement Letter shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Engagement Letter, its Appendixes (including these Terms and Conditions), Implementation Plan, Change Orders, and any other exhibit, attachment, schedule, or other document referenced in or by the Engagement Letter shall be read together and harmonized to give effect to the parties’ intent. In the event of a direct conflict among the express provisions of the foregoing, the Engagement Letter shall be given controlling effect. No provision of these terms and conditions will apply to any attest services that may be performed by Wipfli for Client if such provision would impair Wipfli’s independence from Client required pursuant to applicable professional standards, such services being governed exclusively by the Engagement Letters issued with respect thereto. Wipfli may be referred to herein as “we” or “us” or in a similar manner, and Client may be referred to as “you” or in a similar manner, and such references shall be read in context.

2. Commencement and Term

The Engagement Letter or Change Order shall become effective when signed by duly authorized representatives of both parties and shall remain in full force and effect until the services to be delivered under the Engagement Letter are complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided in the Engagement Letter or these Terms and Conditions. Each person executing an Engagement Letter or Change Order on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same.

3. Termination of Agreement

The Engagement Letter may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements set forth in the Engagement Letter or Change Order (except when such default is due to a cause beyond the control of the party) and such default is not cured within thirty (30) days after notice from either party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Termination of the Engagement Letter shall have no effect on either party’s obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination.

Wipfli has the right to withdraw from this engagement with immediate effect if Client does not provide us with the information we request in a timely manner, refuses to cooperate with our reasonable requests, or misrepresents any facts. Our withdrawal will release us from any obligation to complete the engagement and will constitute completion of our engagement. Client agrees to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

4. Fee Estimates and Change Orders

Wipfli’s Engagement Letter may set forth certain ranges for Wipfli’s fees charged on any project or services. Wipfli provides fee estimates as an accommodation to Client. These estimates depend on certain assumptions, including: (a) anticipated cooperation from Client personnel, (b) timely responses to our inquiries, (c) timely completion and delivery of Client assistance requests, (d) timely communication of all significant accounting and financial reporting matters, (e) the assumption that

unexpected circumstances will not be encountered during the engagement, and (f) where applicable, the assumption that Client’s hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in the Engagement Letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli’s actual fees may vary from its fee estimates.

Services that fall outside the agreed-upon scope of Wipfli’s engagement shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli’s invoice for such services. A “Change Order” means a mutually agreed-upon change in the schedule or the time for Wipfli’s performance of the services on a project, the scope of specifications of a project, and/or the fees chargeable by Wipfli to Client, which is reduced to writing using an agreed-upon form that is executed by an authorized representative of each for Wipfli and Client.

Unless otherwise agreed in the Engagement Letter, miscellaneous expenses incurred by Wipfli in the course of performing the service will be charged in addition to Wipfli’s professional fees. Miscellaneous expenses may include, but are not limited to: travel, lodging, transportation, and meals for projects requiring travel; clerical processing; telecommunications charges; technology fees; delivery expenses; and all sales, use, ad valorem, excise, or other taxes or other governmental charges.

5. Payment of Fees

Unless otherwise agreed, all invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on Client’s balance due to Wipfli that is outstanding over thirty (30) days. At our discretion, services may be suspended if Client’s account becomes overdue and will not be resumed until Client’s account is paid in full. Client acknowledges and agrees that we are not required to continue services in the event of a failure to pay on a timely basis for services rendered as required. Client further acknowledges and agrees that in the event Wipfli stops services or withdraws from this engagement as a result of Client’s failure to pay on a timely basis for services rendered as required by this Engagement Letter, Wipfli shall not be liable to Client for any damages that occur whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages.

In the event Wipfli is required to respond to a subpoena, court order, government regulatory inquiries, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, Client agrees to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs, including attorney’s fees, that we incur. Any services under this paragraph will be deemed a separate engagement and, to the extent permitted by law and applicable professional standards, we will promptly notify you of the matter.

6. Privacy and Engagement Staffing

Wipfli expressly reserves the right to replace, in its sole discretion, any of our professional project team members, as necessary, to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including our wholly-owned subsidiary based in India and contractors in the Philippines) or any of their respective affiliates. In addition, Wipfli may utilize third-party service providers, including cloud-based

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service providers, who may collect, use, transfer, transmit, store, or otherwise process Client information in connection with the delivery of certain services. Wipfli is committed to maintaining the confidentiality and security of Client's information, and accordingly, Wipfli maintains policies, procedures and safeguards to protect the confidentiality of Client information. In addition, our agreements with all service providers appropriately maintain and protect the confidentiality of Client information, provided we may use electronic media to transmit Client information and such use in itself will not constitute a breach of any confidentiality obligation. We remain responsible to Client for the supervision of all service providers, entities, and personnel who assist us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes us to disclose Client information to the foregoing entities and parties for the purpose of providing professional services, including tax services, to Client.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data") and will maintain such Personal Data in confidence in accordance with professional standards and governing laws. Client will not provide any Personal Data to Wipfli unless necessary to perform professional services described in the Engagement Letter. When providing any Personal Data to us, Client will comply with all applicable laws (both foreign and domestic) and will anonymize, mask, obfuscate, and/or de-identify, if reasonably possible, all Personal Data that is not necessary to perform the professional services described in the Engagement Letter. Any Personal Data provided to us by Client will be kept confidential and not disclosed to any third party not described above (parties providing us assistance in rendering professional services) unless expressly permitted by Client or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information, which will be obtained, used, and disclosed by Wipfli for its required purposes, and Wipfli may rely on the representation that Client has obtained such consents.

Please see Wipfli's Privacy Statement located at www.wipfli.com/privacy-statement for further information.

Applicable rules in some states require that we advise you that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services related to this engagement.

7. Terms of Ongoing Support and Advice

Any ongoing support and advice provided by Wipfli, whether or not it is covered by an engagement letter or Change Order, shall be subject to Wipfli's Terms and Conditions and will be provided under the same terms and conditions that would apply to services defined in Wipfli's Engagement Letters or Change Orders.

8. Intellectual Property Rights

Client acknowledges that Wipfli owns all intellectual property rights, title, and interest to all materials and information produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client materials, data or other information, all of which shall remain the property of Client. Upon completion of the services contemplated by the Engagement Letter, Wipfli grants to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client, provided that any use or modification of such deliverable, other than for the stated purposes in the Engagement Letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, marketing material, or advertising media and shall not in any way alter any of Wipfli's products. Client shall promptly notify Wipfli in writing of any infringement of Wipfli's intellectual property by third parties of which Client becomes aware. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder.

All such code, data, business process, and other information shall be solely and exclusively the property of the originating party.

9. Mutual Confidentiality

During the course of performing services, the parties may have access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (i) is already known by the recipient party or its affiliates, free of any obligation to keep it confidential, (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (iii) is received by the receiving party from a third party without any restriction on confidentiality, (iv) is independently developed by the receiving party or its affiliates, (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality, or (vi) is approved for release by prior written authorization of the disclosing party.

Without the advance written consent of the other party, except as required by law, regulation, or to comply with professional standards applicable to a party or for the performance of the services, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this Agreement. The parties further agree that expiration or termination of this Agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

10. Third-Party Products and Subcontractors

When Wipfli is requested by Client through an engagement letter or Change Order to provide assistance with third-party products, Wipfli will use commercially reasonable efforts (as defined by Wipfli) to research, learn, and assist Client in the use of third-party products. However, Wipfli shall not be held liable for the use of or results derived from software or other products or services that have been written, produced, or provided by third parties. Client accepts all responsibility for, and risk-of-loss associated with, all such use of third-party software, hardware, and products and services. Client accepts full responsibility for all communications with, and indemnifies and holds Wipfli harmless from, claims by third-party software developers, vendors, contractors, and/or subcontractors who have not been directly commissioned, engaged, retained, or hired by Wipfli. Wipfli hereby expressly disclaims all liability to Client or to any third parties that might be affected by the services performed or equipment installed by a third party who has not been directly commissioned, engaged, retained, or hired by Wipfli.

11. Tax Responsibilities

Client shall pay and be solely and exclusively liable for all sales, use, ad valorem, excise, or other taxes or governmental charges imposed on the installation, implementation, licensure, or sale of goods or services by Wipfli or third parties to Client related to the Engagement Letter.

12. Independent Contractor

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties.

13. Non-Exclusivity

No right of exclusivity is granted, guaranteed, or implied by Wipfli and Client entering into any engagement letter or Change Order. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

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14. Allocation of Risk and Limitation of Liability

In no event will either party to this Engagement Letter be liable to the other for claims of punitive, consequential, special, or indirect damages. Wipfli's liability for all claims, damages and costs of Client arising from this engagement shall be limited to the amount of fees paid by Client to Wipfli for the services rendered under this Engagement Letter and any corresponding Change Order, provided that the foregoing limitation shall not apply in the event of Wipfli's fraud or willful misconduct. Because Wipfli will rely on Client and its management for the accuracy of the representations made to Wipfli to perform the services described in the Engagement Letter, Client holds harmless and releases Wipfli and its owners and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation made by a member of Client's management that has caused, in any respect, Wipfli's breach of contract or negligence.

15. Dispute Resolution

If any dispute arises among the parties regarding the subject matter hereof and such dispute cannot be resolved through informal negotiations and discussion, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties. Except for an action by us to collect payment of our invoices, Wipfli and Client agree that no claim arising out of services rendered pursuant to the Engagement Letter or any Change Order shall be filed: (i) in the case of any report or deliverable issued by Wipfli under the Engagement Letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of the Engagement Letter), or (ii) in the case of any tax form or similar governmental filing, no later than two years after the initial due date of such tax form or filing.

16. Governing Law

Any and all claims relating to agreements between Wipfli and Client for any service shall be governed by and construed in accordance with the internal laws of the state in which the Wipfli office which issues the Engagement Letter related to the services is located.

17. Severability

The provisions of these Terms and Conditions shall be severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions; provided that no such severability shall be effective if it materially changes the economic benefit of these Terms and Conditions to either party.

18. Notices

All notices required to be given to either party under the Engagement Letter shall be in writing and sent by traceable carrier to each party's address indicated on the Engagement Letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice should be provided to Wipfli's General Counsel at wipfli-legal@wipfli.com.

19. Electronic Signature

Each party hereto agrees that any electronic signature of a party to the Engagement Letter or any electronic signature to a document contemplated hereby is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to: (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document,

(iii) a signature incorporated into a document utilizing touchscreen capabilities, or (iv) a digital signature. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

20. Record Retention

We will retain records related to this engagement pursuant to our record retention policy. At the end of the relevant time period, we will destroy our records related to this engagement. However, Client's original records will be returned to Client upon the completion of the engagement. When records are returned, it is Client's responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

21. Assignment

The Engagement Letter to which these Terms and Conditions are attached shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign this Engagement Letter without prior written consent of the other, except that Wipfli may assign its rights and obligations under this Engagement Letter without approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations under this Engagement Letter.

22. Force Majeure

Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) under the Engagement Letter or any amendment or Change Order, if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, fires, floods, storms, washouts, tsunamis, earthquakes, wars (declared or undeclared), civil disturbances, accidents, terrorist acts (including biochemical attacks), health pandemics, acts of any governmental body, damage to its plants and equipment, computer network problems caused by any Internet Service Provider or telecommunications company servicing Wipfli and/or Client, or acts of God or events beyond a party's control (collectively referred to herein as "Force Majeure"). Each party will use reasonable efforts to promptly minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. In such event, the affected party will not be liable to the other for delay or failure to perform its obligations under this Engagement Letter.

Morrow County EMS Advisory Committee Application

1. Contact Information

Full Name Michael D. Metzler, MD, PhD	Preferred Name Michael
Address [REDACTED]	City [REDACTED]
State Oregon	Zip [REDACTED]
E-mail Address [REDACTED]	Phone [REDACTED]

2. What is the best email to use to send important documents? [REDACTED]

3. What is the best phone number to contact you in case of emergency? [REDACTED]

4. Please check the box to indicate the appropriate status:

Application for **New Appointment** to Committee Application for **Reappointment** to Committee

5. What Committee seat will you represent?

- Supervising Physician or designee for the ambulance service provider
- EMT from Boardman
- EMT from Irrigon
- EMT from Heppner
- EMT from Lone
- QRT representative (Lexington)
- 9-1-1 systems representative
- Director of Nursing Service or designee from Pioneer Memorial Hospital
- Director of Nursing Service or designee from Good Shepherd Hospital
- Fire department representative

6. Letter of Interest

Please provide a brief explanation of your interest and relevant experience to support serving on the Morrow County EMS Advisory Committee.

I have been appointed as the supervising physician for the Morrow County Health District ambulance service. I have worked in emergency medicine for about 30 years, in roughly 50 hospitals in eight states. I am still learning.

A GLOBAL LEADER IN PATIENT MONITORING, ANESTHESIA AND ULTRASOUND SYSTEMS

PROPOSAL FOR:
PIONEER MEMORIAL HOSP

PREPARED BY:
Bryan Gilder
Mar 1, 2023



monitoring | anesthesia | ultrasound

Proposal Summary

Proposal Date:	Mar 1, 2023	Mindray DS USA, Inc.
Proposal Number:	Q-108116	800 MacArthur Blvd.
Proposal Exp. Date:	May 30, 2023	Mahwah, NJ 07430
Sales Rep:	Bryan Gilder	Tel: 201-995-8000
Proposal For:	PIONEER MEMORIAL HOSP	Fax: 800.266.9624
Contact:	Jamie Houck	
Title:	IT Director	
Phone:	620-341-2831	
Email:	jamieh@mocohd.org	

Total Price By Department

IT			
Department Name	List Price	Departmental Discount	Net Price
IT	USD 14,398.00	USD 0.00	USD 14,398.00
		IT TOTAL:	USD 14,398.00

TOTAL: USD 14,398.00



To: Jamie Houck
PIONEER MEMORIAL HOSP
1201 NORTHEAST ELM
STREET
PRINEVILLE, OR 97754

Sales Representative: Bryan Gilder
Quote Number: Q-108116
Proposal Date: Mar 1, 2023

Phone: (541) 743-1586
E-mail: b.gilder@mindray.com

Affiliation: VIZ

IT

Line #	Part Number	Description	List Price	Net Price	QTY	Total Net
1	803-020132-00	ADT Mapping Upgrade.	USD 5,663.75	USD 5,663.75	1	USD 5,663.75
2	803-020133-00	Results Mapping Upgrade.	USD 8,734.25	USD 8,734.25	1	USD 8,734.25
IT TOTAL:						USD 14,398.00

To: Jamie Houck
PIONEER MEMORIAL HOSP
1201 NORTHEAST ELM
STREET
PRINEVILLE, OR 97754

Sales Representative: Bryan Gilder
Quote Number: Q-108116
Proposal Date: Mar 1, 2023

Affiliation: VIZ

Phone: (541) 743-1586
E-mail: b.gilder@mindray.com

Affiliation Notes: Vizient Supply, LLC
Ultrasound Agreement #XR0923 - Standard five year warranty on M7, M9, TE5, TE7, ME8 & DC8 Expert Ultrasound Machines & Transducers (Excluding 4D & TEE Transducers - Standard one year). Ultrasound Accessories - 1 Year Warranty, 6 Month Warranty for Batteries. Resona7 & Resona I9 Ultrasound Machine & Transducers - Standard 5 Year Warranty. DC-70 is 3 year warranty.
ZS3 ultrasound systems include a 5 year warranty except for the TEE, 3d and Aux transducers which all carry a 1 year warranty. Z.One PRO systems include a 5 year warranty except for the TEE and any refurbished transducers which carry the first year warranty. First year warranty on the Z.One Emerald system includes labor and software updates.
Mindray Certified Refurbished ultrasound systems and transducers (excluding specialty transducers): One (1) year.

Patient Monitoring Agreement #CE7634 - Standard One Year-On Site Warranty for parts & labor on Passport Monitors, T1 Monitor, Gas Module & Central Stations. Standard Three Year Mail-In Warranty on Accutorr Monitors. N Series Monitors - Standard 5 year warranty. EPM Monitors - Standard 3 Year

Anesthesia Agreement #CE7153 - Standard 3 year Warranty
EXCEPTION: DEMO EQUIPMENT (12 MONTHS ONLY)

Payment Terms: NET 45 DAYS (Subject to Credit Approval)

Shipping Terms: F.O.B. SUPPLIERS Dock (Freight & Insurance Prepaid on Contracted Products Only)
"To ensure on-time delivery of your orders, Mindray may drop ship products directly from our overseas factories or distribution warehouses"

Proposal Notes:

Product Notes: Biomedical training credits issued to customers at the time of sale, are for the sole use of employees of the facility purchasing the equipment, and are non transferable.

Central Station - Hospitals, or buying groups, that require special containment procedures while opening plenum spaces including the use of a negative chamber tent system will be billed separately for the containment costs. These cost will include, but not be limited to, rental of a containment system, plus the additional cost incurred by the cable installer and the Mindray Representative who are required to use the system. This will also apply to any containment costs incurred after the installation for Mindray Representatives when performing maintenance on the system.

Trash Removal responsibility

Mindray is not responsible for the disposal of packing material associated with newly installed Mindray products. Mindray will work with the customer to collect and centralize the packing material for ease of disposal by the customers' personnel. The customer will be responsible for sorting and disposal of packing material.

De-Installation of existing cabling

Mindray is not responsible for the de-installation of existing cabling associated with an existing patient monitoring system. Mindray will provide this service on a time and material basis in the event that the customer would like to have this work done by Mindray at the time of the installation. Customer will be responsible for pulling of cable and certification, if these items are not charged on the body of this quote.

Fiber Optics Requirements

In the event that fiber optics network runs are necessary due to the location of the central rack, then it will be the customer's responsibility to add the necessary fiber optic run(s). Mindray Technology service will provide this service on a T+M basis in the event that the customer would like to have this work done by Mindray.

Pricing for cable pull and certification is based on nonunion labor. If Union labor is required customer will be invoiced for any additional cost. Pricing for cablepull includes installation of cables above ceilings or any horizontal/vertical pathways and shall be supported per BISC1 standards utilizing communications rated J-hooks. Pricing does not include major structural changes to go between walls or floors, e.g., penetration of interior or exterior cement walls or the installation of conduit/Raceway.

Core Drilling requirements

In the event that core drilling (i.e drilling between floors to accommodate network runs) is required to complete an installation, the customer will be responsible for customary costs associated with this work. Mindray Technology Services will provide this service on a T+M basis if requested by the customer.

(Customary charges are approximately \$450 each)

Purchase order acceptance and delivery of Mindray Certified Refurbished products is subject to inventory availability.

Product Notes:

Please complete at time of purchase:

Uncrating Needed: YES / NO

Receiving Dock Hours: _____

Debris Removal: YES / NO

Lift Gate Required: YES / NO

Prior Notification: YES / NO

Inside Delivery Required: YES / NO

Contact Name: _____

Department: _____

Contact Phone #(s) _____

E-mail Address(s) _____

Purchase order acceptance and delivery of Mindray Certified Refurbished products is subject to inventory availability.

This quotation contains no provisions for Biomedical training tuition or credits.

If your terms are Cash-in-advance, please remit check directly to:

Mindray DS USA, Inc. 24312 Network Place, Chicago, IL 60673-1243

Total Price By Department

IT			
Department Name	List Price	Departmental Discount	Net Price
IT	USD 14,398.00	USD 0.00	USD 14,398.00
		IT TOTAL:	USD 14,398.00

TOTAL: USD 14,398.00

Quotation

Total List Amount	USD 14,398.00
Total GPO Discount	USD 0.00
Total Additional Discount/TradeIn	USD 0.00
Total Net Amount	USD 14,398.00

Mindray Capital Leasing Options

Monthly Lease Payment Amount:	36 months USD 455.55 48 months USD 355.20 60 months USD 295.16
Leasing Notes:	This quote is non-binding and is subject to credit approval and acceptance by Mindray Capital. Monthly payments do not include applicable freight and taxes.



Total Net Price For Purchase:

USD 14,398.00

To: Jamie Houck
PIONEER MEMORIAL HOSP
1201 NORTHEAST ELM
STREET
PRINEVILLE, OR 97754

Sales Representative: Bryan Gilder
Quote Number: Q-108116
Proposal Date: Mar 1, 2023

Phone: (541) 743-1586
E-mail: b.gilder@mindray.com

Affiliation: VIZ

Title of Buyer	Printed Name of the Buyer

Purchase Order Number	Date	Signature of the Buyer

Ship to Address:

Bill to Address:

**Mindray North America now has a \$150 minimum order policy.
Unless otherwise stated, the total net price of this quotation does not include, freight or sales tax.**



TruBridge, LLC

Service Proposal

for

Morrow County Health District

February 23, 2023



Services and Service Fees

Business Service: 1-Pay

A. Services and Fees:

1. **Service:** The 1-Pay services will include the following

- Initial service set-up and education of hospital personnel.
- Initial notification email blast to all patients with outstanding balances
- Access to a secure website via Evident's Patient Portal for processing patient payments
- Secure credit and debit card transaction processing
- Auto-posting of payments to the applicable patient account in Evident's Thrive System
- Tracking of all payment transaction activity
- Reporting of processing activity including denials and exceptions

Note: The 1-Payment service does not include connectivity.

2. **Service Fees/Payment Schedule:**

- | | | |
|--|----|-------|
| a. Service Setup Fee – Due at signing | \$ | 1,700 |
| b. Monthly Service Fee: | \$ | 550 |

B. **Customer's Responsibilities:** Customer shall be responsible for execution of an agreement between Customer and Customer's chosen credit card transaction clearinghouse vendor.

C. **Service Term:** Five (5) Years

RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT, (hereinafter "Agreement") made and entered in this _____ day of _____, _____ by and between DALE AND SHERYLL BATES, whose address is P.O. Box 395, Heppner, OR 97836 ("Lessor") and MORROW COUNTY HEALTH DISTRICT, P.O. Box 9, Heppner, OR 97836 ("Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of certain real property being, lying and situated in Heppner, Morrow County, Oregon, having a street address 270 E. Cannon Street, Heppner, OR 97836; and

WHEREAS, Lessor is desirous of leasing the Apartment on the Premises located on the Corner of Cannon Street and Green Street (front door to apartment located on Green Street) to Lessee upon the terms and conditions as contained herein; and

NOW THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM AND RENT.** Lessor leases to Lessee and Lessee leases from Lessor the above-described Premises and furnishings together with any and all appurtenances thereto, in three month increments at a rate of \$850.00 monthly, payable in advance on the first day of each and every month. This lease will automatically renew at the end of each three month increment. Rents are payable to Lessor directly or mailed to the following address: P.O. Box 395, Heppner, OR 97836.
2. **USE OF PREMISES.** The Premises shall be used and occupied by Lessee and Lessee's employees, contracted employees, and medical students exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Premises shall be occupied by no more than two people. Lessee shall not allow any other person, other than Lessee's employees, contract employees, medical students, and friends/family who are guests of employees, to use or occupy the Premises without first obtaining Lessor's written consent to such use. Lessee shall comply with any and all laws, ordinances, rules and orders of any and all governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
3. **CONDITION OF PREMISES.** Lessor stipulates, represents and warrants that the Premises at the time of this Agreement is in good order, repair, and in a safe, clean and tenantable condition.
4. **ASSIGNMENT AND SUB-LETTING.** Lessee shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of

Lessor. A consent by Lessor to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license.

5. **ALTERATIONS AND IMPROVEMENTS.** Lessee shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvement on the Premises without the prior written consent of Lessor. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Lessee shall, unless otherwise provided by written agreement between Lessor and Lessee, be and become the property of Lessor and remain on the Premises at the expiration or earlier termination of this Agreement.
6. **HAZARDOUS MATERIALS.** Lessee shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
7. **UTILITIES.** Lessor shall be responsible for arranging for and paying for the following utility services: water, sewer, electric, internet, and garbage.
8. **LESSEE RESPONSIBILITY.** Lessee shall maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to Lessor in as good condition as when received, ordinary wear and tear and damage by elements excepted.
9. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Lessor and Lessee up to the time of such injury or destruction of the Premises, Lessee paying rentals up to such date and Lessor refunding rental collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Lessor shall have the option of either repairing such injured or damaged portion or terminating this Agreement. In the event that Lessor exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premise, and such part so injured shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.
10. **INSPECTION OF PREMISES.** Lessee shall permit Lessor or Lessor's agents at any and all reasonable times, upon 24 hours' notice to Lessee, to enter and go upon the premises for the purpose of examining its condition, or to make such repairs and alterations as Lessor shall deem necessary or to show the premises to prospective purchasers, mortgagees, Lessee, workers or contractors, provided always that in case of emergency Lessor may enter Premises without notice.

11. **LOCKS AND KEYS.** There shall be working locks on all outside doors, and Lessor shall provide Lessee with keys or access codes at the beginning of the tenancy.
12. **LESSEE'S HOLD OVER.** If Lessee remains in possession of the Premises with the consent of Lessor after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Lessor and Lessee which shall be subject to all of the terms and conditions hereof.
13. **ANIMALS.** Lessee, per Morrow County Health District (MCHD) Board of Director instruction, shall not keep any pets on the Premises. Any employee/contractor of MCHD who desires to bring no more than one domestic dog onto the Premises will be required to enter into a Pet Agreement personally with Lessor. MCHD will inform all employees of this requirement.
14. **QUIET ENJOYMENT.** Lessee, upon payment of all of the sums referred to herein as being payable by Lessee and Lessee's performance of all Lessee's agreements contained herein and Lessee's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said premises for the term hereof.
15. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Oregon.
16. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
17. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
18. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Lessor or Lessee.
19. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular or plural.
20. **NON-WAIVER.** No indulgence, waiver, election or non-election by Lessor under this agreement shall affect Lessee's duties and liabilities hereunder.
21. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this agreement shall not be modified, changed, altered or

amended in any way except through a written amendment signed by all of the parties hereto.

22. **LESSEE DAMAGE.** Lessee agrees to assume all liability for, and to hold Lessor harmless from, all damages and all costs and fees in the defense thereof, caused by the negligence or willful act of Lessee or Lessee's invitee's or guests, in or upon any part of the premises, and to be responsible for any damage or breakage to Lessee's equipment, fixtures or appliances therein or thereon, not caused by Lessor's misconduct or willful neglect.
23. **LESSOR'S 24-HOUR NOTICE.** The Lessor, after 24 hours' written notice specifying the causes, may immediately terminate this Agreement and take possession in the manner provided by ORS 105.105 to 105.168, if (a) Lessee, someone in Lessee's control or Lessee's pet seriously threatens to inflict substantial personal injury, or inflicts substantial personal injury, upon a person on the premises other than the Lessee; (b) Lessee, someone in Lessee's control recklessly endangers a person on the premises other than Lessee by creating a serious risk of substantial personal injury; (c) Lessee, someone in Lessee's control or Lessee's pet inflicts any substantial personal injury upon a neighbor living in the immediate vicinity of the premises; (d) Lessee or someone in Lessee's control inflicts any substantial damage to the premises; (e) Lessee intentionally provided substantial false information on the application for the lease within the past year; the false information was with regard to a criminal conviction of Lessee that would have been material to Lessor's acceptance of the application; and Lessor terminates the rental agreement within 30 days after discovering the falsity of the information; (f) Lessee has vacated the premises, the person in possession is holding contrary to a written rental agreement that prohibits subleasing the premises to another or allowing another person to occupy the premises without the written permission of the Lessor, and Lessor has not knowingly accepted rent from the person in possession; or (g) Lessee or someone in Lessee's control commits any act that is outrageous in the extreme, on the premises or in the immediate vicinity of the premises.
24. **UNAUTHORIZED PERSON.** If an unauthorized person is in possession of the premises, after at least 24 hours' written notice specifying the cause and the date and time by which a person must vacate, Lessor may take possession as provided in OR 105.105 to 105.168. If Lessee has vacated the premises, the rental Agreement prohibits subleasing or allowing another person to occupy the premises without Lessor's written consent, and Lessor has not knowingly accepted rent from the person in possession of the premises.
25. **UNDRIVEABLE VEHICLES AND CAR REPAIR.** Lessee shall not allow any undriveable vehicles to remain on the premises for more than 24 hours. No car repairs are to be made on the premises, including minor maintenance such as an oil change.
26. **SERVICE OF NOTICE ON LESSEE BY MAIL AND ATTACHMENT.** If Lessor chooses to serve a written notice on Lessee by mail and attachment, such service is deemed serviced on the day that it is both mailed by first class mail to lessee at their address of record and also

attached securely to the main entrance on that portion of the premises of which Lessee has possession and/or has leased hereby.

27. **SERVICE OF NOTICE ON LESSOR.** A written notice from Lessee to Lessor is deemed served on the day it is mailed by first class mail to Lessor at the address stated above
28. **TERMINATION OF TENANCY.** Lessee may terminate this Agreement at any time by giving Lessor 30 days' written notice prior to the date designated in the termination notice, whereupon the tenancy shall terminate on the date designated.
29. **ABANDONED PERSONAL PROPERTY.** Upon termination of this Agreement or the surrender or abandonment of the premises, and it reasonably appearing to Lessor that Lessee has left property upon the premises with no intention of asserting further claim to such property or the premises, or if Lessee has been continually absent for 7 days after termination of the tenancy by an unexecuted court order, or if Lessor elects to remove such property, Lessor may give Lessee notice in accordance with ORS 90.425 that the property is considered abandoned and unless the property is removed from the premises or place of safekeeping by a date specified in the notice, the property will be sold or otherwise disposed of and the proceeds of sale, if any, applied as provided by law.
30. **SMOKING POLICY.** Smoking is not permitted inside the Apartment.
31. **ATTORNEY FEES AND COURT COSTS.** In the event any suit or action is brought to collect rents or to enforce any provision of this Agreement or to repossess the premises, reasonable attorney fees, costs and disbursements may be awarded to the prevailing party in both trial and appellate courts.
32. **PERSONAL PROPERTY.** The personal property listed on the attached addendum titled "Leased Personal Property" is owned by Lessor and is included and to be left upon the premises when tenancy is terminated.
33. **SECURITY DEPOSIT.** Lessor acknowledges receipt of \$500 as a security deposit, of which Lessor may claim all or part thereof reasonably necessary to remedy Lessee's default in the performance of this Agreement and to repair damage to the premises caused by Lessee, not including ordinary wear and tear. To claim all or part of this deposit, Lessor shall give Lessee, within 31 days after termination of the tenancy and delivery of possession of the premises to Lessor, a written accounting which states specifically the basis or bases of the claim and the portion not so claimed shall be returned within 31 days.
34. **TIME/ESSENCE.** Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed; As to Lessor this
____ day of _____, _____.

DALE AND SHERYLL BATES (Lessor)

DATE

MORROW COUNTY HEALTH DISTRICT (Lessee)

DATE

Leased Personal Property
Dale and Sheryll Bates
270 E. Cannon (Green Street Side Apartment)

Stairway: Shoe Rack

Frontroom:

Couches
32" TV
Air Conditioner
2 Lamps and End Tables

Bathroom:

2 sets of sheets/pillow cases
4 sets of Teal Towels, Hand Towels and Wash Rags
Miscellaneous towels, wash cloths

Bedroom:

Double Bed with sheets, blankets
2 side tables with lamps
Dresser

Kitchen:

Stove
Microwave
Side-by-side Refrigerator/Freezer
Washer-Dryer
RV Dishwasher (Installed in cabinet)
Coffee Maker
I-Pod Coffee Maker
Toaster
Kitchen dishes, silverware, cups, glasses (Kitchen supplies)
Baking dishes, bowls
Pans, baking sheets
Teal Kitchen Clock
Kitchen Table with 3 chairs
Rolling storage baskets
Step Stool

Kitchen storage closet:

Combined toaster and toaster oven
Vacuum Cleaner
Broom
Tubs with extra blankets



APPOINTMENT TO THE MEDICAL STAFF

NAME IN FULL: Michael D Metzler

DATE: 01/12/2023

OFFICE ADDRESS: 564 E. Pioneer Drive Heppner OR 97836

TELEPHONE: 541-676-9133

RESIDENCE ADDRESS: [REDACTED]

TELEPHONE: [REDACTED]

PRIVILEGES DESIRED: Emergency Department

IN APPLYING FOR APPOINTMENT TO THE MEDICAL STAFF OF MORROW COUNTY HEALTH DISTRICT, I AGREE TO ABIDE BY IT'S BYLAWS AND BY SUCH RULES AND REGULATIONS AS IT MAY FROM TIME TO TIME ENACT. MOREOVER, I SPECIFICALLY PLEDGE THAT I WILL NOT RECEIVE FROM, OR PAY TO, ANOTHER PHYSICIAN EITHER DIRECTLY OR INDIRECTLY ANY PART OF A FEE RECEIVED FOR PROFESSIONAL SERVICES.

[Signature] 1-14-2023
APPLICANT SIGNATURE DATE

[Signature] 3.13.23
CHIEF OF STAFF SIGNATURE DATE
R. Schaffer
Interim Chief of Staff

BOARD CHAIR SIGNATURE DATE

APPOINTMENT RECOMMENDED:

APPOINTMENT NOT RECOMMENDED:

APPOINTMENT DEFERRED:

Pioneer Memorial Hospital & Nursing Facility	Pioneer Memorial Home Health & Hospice	Pioneer Memorial Clinic	Irrigon Medical Clinic	Ione Community Clinic	Morrow County Ambulance
P - (541) 676-9133 F - (541) 676-2901 TDD - (541) 676-2908	P - (541) 676-2946 F - (541) 676-9017	P - (541) 676-5504 F - (541) 676-9025	P - (541) 922-5880 F - (541) 922-5881	P - (541) 422-7128 F - (541) 422-7145	P - (541) 676-9133 F - (541) 676-2901



Irrigon Junior-Senior High School

315 East Wyoming Avenue; Irrigon, Oregon 97844 Telephone (541) 922-5551, Fax (541) 922-5558

Rose Palmer, Principal

Jason Dunten, Vice Principal

Mike Royer, Counselor/Athletic Director

To Morrow County Health District:

My name is Rose Palmer, I am the principal of Irrigon Junior/Senior High School (IJSHS) and I am writing this letter to explain the need for a grant for IJSHS. We would like to request two items:

1. The soccer goals for our Boys and Girls Soccer teams are in need of replacement. They are in rough shape and replacing these would allow us to have safe and moveable soccer goals. These are a necessity during soccer season to be able to place goals on the game field as well as allow the soccer teams to use the old goals for practice. The old goals do not have wheels and do not move easily and would have to be carried back and forth every time there is a home soccer game, potentially causing damage to our new track. The goals we would like to purchase are \$8799.99 for a pair.

24 X 8 FORZA ALU110 FREESTANDING STADIUM BOX SOCCER GOAL - PAIR 360° WHEELS WEIGHTS

<https://www.networldsports.com/soccer/soccer-goals/soccer-stadium-goals/24-x-8-forza-alu110-freestanding-box-stadium-soccer-goal.html>

Additionally, should Parks and Recreation or another outside entity need to use our fields we would be able to accommodate their request with safe, easy to move goals.

2. The volleyball team is in need of a volleyball coaching box. This item will allow them to run drills that help players bring their skills to the next level. The coach can offer various hitting and setting drills that cannot currently be run at the level necessary for competition. The volleyball coaching box we would like to purchase is \$425.

VOLLEYBALL COACHES BOX

<https://www.sportsimports.com/product/coaches-box-2/>

Total amount requested: \$9224.99

Thank you for your time and consideration.

Sincerely,

Rose Palmer
Principal
Irrigon Junior/Senior High School
rose.palmer@morrowsd.org