MORROW COUNTY HEALTH DISTRICT
Excellence in Healthcare

Board Meeting Agenda
January 30, 2023 at 6:30 p.m.

In Person	Pioneer Memorial Clinic – Conference Room 130 Thompson Street, Heppner, OR 97836
Zoom	https://us06web.zoom.us/j/89941895693?pwd=Q3hQcnN0TmQzakJWUDZUMGw3ZE9Udz09 Meeting ID: 899 4189 5693 Passcode: 260202

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. December 19, 2022

4. **CEO Report & Executive Team Dashboard – Emily Roberts**

5. **Financial Report – JR Lieuallen**

6. **Consent Agenda**
   A. EMS Stats

7. **New Business**
   A. Tax Presentation – Mike Gorman
   B. EMS Advisory Committee Appointment
   C. Microsoft Licensing Agreement
   D. ICAHN Peer Review Contract
   E. Medical Staff Privileges
   F. Emergency Medicine Provider Contract
   G. BIC Roof Replacement
   H. BIC Expansion Architect Award
   I. Novarad Interface
   J. Updated Board Bylaws

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!

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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).
   B. 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).

10. **Adjourn**

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Board of Directors Meeting Minutes

Meeting Information		Committee Members			
Meeting Date/Time:	December 19, 2022 @ 6:30 p.m.	**Board Members:**	**Present:** John Murray, Aaron Palmquist, Diane Kilkenny, Marie Shimer, Carri Grieb		
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, Donna Sherman **Guests:** Ken Grieb **Press:** None		
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	• Chair Marie Shimer called the meeting to order at 6:30 p.m.
2. Additional Agenda Item	• The agenda was amended to add item: G. Teladoc Health Quote
3. Public Comments	• None
4. Approval of Minutes	**MOTION: Carri Grieb moved to approve the minutes for the November 28, 2022 regular session and November 1, 2022 special session as presented. Aaron Palmquist seconded the motion. The motion passed unanimously by all board members present.**
5. CEO Report & Executive Team Dashboard	• The executive team dashboard was presented by Emily Roberts (see board packet).
6. Consent Agenda	• 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. **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.**
7. New Business	
A. Physician Contract – Dr. Song	• Emily presented a physician contract for Dr. Song to provide ER locum services.

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	MOTION: John Murray moved to approve the Physician Contract for Dr. Song as presented. Carri Grieb seconded the motion. The motion passed unanimously by all board members present.
B. AMN Staffing Agreement	• Emily presented an agreement with AMN Staffing to provide nurse staffing if needed with an increase in rates for the year. **MOTION: John Murray moved to approve the agreement with AMN Staffing as presented. Aaron Palmquist seconded the motion. The motion passed unanimously by all board members present.**
C. Scribekick Agreement	• Emily presented an agreement with Scribekick to provide scribe services for clinic providers. **MOTION: John Murray moved to approve the agreement with Scribekick as presented. Carri Grieb seconded the motion. The motion passed unanimously by all other board members present.**
D. Authorized Check Signers Resolution #142-1222	• Emily presented Authorized Check Signers Resolution #142-122 to update check signers on District accounts. **MOTION: Carrie Grieb moved to approve Resolution #142-122 as presented. John Murray seconded the motion. The motion passed unanimously by all board members present.**
E. Visa Credit Card Limit Resolution #143-1222	• Emily presented Visa Credit Card Limit Resolution #143-1222 to increase Main General account limit to $20,000 and all other cards to remain the same. **MOTION: John Murray moved to approve Resolution #143-1222 as presented. Diane Kilkenny seconded the motion. The motion passed unanimously by all board members present.**
F. Community Benefit Requests	• Emily presented two Community Benefit Requests. A) Morrow County Sheriff's Office is requesting 5 AED's. B) Heppner Fire is requesting 5 AED's. **MOTION: Aaron Palmquist moved to approve both requests as presented with the requirement that the same AED's be purchased as other community benefit requests so there is consistency across the county. Diane Kilkenny seconded the motion. The motion passed unanimously by all board members present.**
G. Teladoc Quote	• Emily presented a quote for Teladoc Health, which is necessary to support a new tele-stroke contract through OHSU. **MOTION: Aaron Palmquist moved to approve the quote with Teladoc Health as presented. John Murray seconded the motion. The motion passed unanimously by all board members present.**
8. Old Business	• None.

9. Executive Session	• Marie Shimer announced the following executive sessions:
	  ○ 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)(i) to review and evaluate the employment-related performance of a public employee who does not request an open hearing.
	• Executive session was called to order at 7:09 p.m. and adjourned at 8:35 p.m.

10. Adjourn	With no further business to come before the board, regular session adjourned at 7:04 p.m. Minutes taken and submitted by Jodi Ferguson. Approved _____.

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MORROW COUNTY HEALTH DISTRICT
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January 2023

HUMAN RESOURCES	
Turnover Rate (Rolling 3 Months)	4.0%
Vacancy Rate	8.5%
Number of Open Positions	14

FINANCIAL		
Days Cash on Hand	52	Goal ≥ 90
Days in AR	59	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)	10	6	7	N/A
Total Visits (Previous Month)	344	105	359	149

"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	86%	74%	73%
	N = 21	N = 43	N = 15
Irrigon Medical Clinic	73%	65%	71%
	N = 11	N = 17	N = 17
Ione Community Clinic	80%	91%	87%
	N = 10	N = 11	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	91%	85%	93%
	N = 21	N = 41	N = 15
Irrigon Medical Clinic	73%	82%	94%
	N = 11	N = 17	N = 16
Ione Community Clinic	100%	100%	93%
	N = 10	N = 12	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 4 2022	Qtr 3 2022	Qtr 2 2022
ER Adult	**79%**	**68%**	**77%**
	N = 14	N = 31	N = 22
NRC Average	64%		
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 Adult	**73%**	**68%**	**82%**
	N = 15	N = 28	N = 22
NRC Average	66%		
Bed Size 6 - 24 Average	78%		

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 3 2022	Qtr 2 2022	Qtr 1 2022
ER Pediatric	**75%**	**50%**	**50%**
	N = 4	N = 4	N = 2
NRC Average	65%		

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

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

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 = 1	N = 6	N = 5
NRC Average	71%		
Bed Size 6 - 24 Average	81%		

Would you recommend this hospital to your friends and family?

	Qtr 4 2022	Qtr 3 2022	Qtr 2 2022
Inpatient	**0%**	**29%**	**60%**
	N = 1	N = 7	N = 5
NRC Average	72%		
Bed Size 6 - 24 Average	80%		

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 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

Through December 2022

Current Month	Last Month	Dollar Variance		Current Year to Date	Budget Year to Date	Dollar Variance
			PATIENT SERVICES REVENUE			
87,361	66,341	21,020	Inpatient Ancillary Revenue	446,150	350,634	95,517
83,100	115,083	-31,983	Hospital Inpatient Revenue	505,089	612,084	-106,995
938,395	932,366	6,029	Outpatient Revenue	4,973,480	5,427,605	-454,125
356,805	370,355	-13,550	Clinic Revenue	1,657,632	2,036,737	-379,105
74,382	76,120	-1,737	Home Health/Hospice Revenue	510,599	608,631	-98,032
1,540,043	1,560,265	-20,222	Gross Patient Revenue	8,092,949	9,035,691	-942,741
			LESS DEDUCTIONS FROM REVENUE			
39,523	40,360	-837	Provision for Bad Debts	118,584	0	118,584
236,613	113,712	122,900	Contractual & Other Adjustment	-204,729	637,455	-842,184
276,136	154,072	122,064	Total Revenue Deductions	-86,146	637,455	-723,601
1,263,907	1,406,193	-142,286	NET PATIENT REVENUE	8,179,095	8,398,236	-219,141
256,557	256,557	0	Tax Revenue	1,539,340	1,539,340	0
6,900	69,964	-63,064	Other Operating Revenue	114,365	585,701	-471,336
1,527,364	1,732,713	-205,350	TOTAL OPERATING REVENUE	9,832,799	10,523,276	-690,477
			OPERATING EXPENSES			
1,134,740	1,050,364	84,376	Salaries & Wages	6,266,617	5,549,694	716,923
302,683	298,942	3,742	Employee Benefits & Taxes	1,752,247	2,231,103	-478,857
71,645	103,376	-31,731	Professional Fees	429,996	386,628	43,368
151,594	129,922	21,672	Supplies & Minor Equipment	837,812	742,577	95,236
82,189	3,133	79,056	Education	107,151	88,112	19,039
14,111	16,053	-1,942	Repairs & Maintenance	79,818	108,902	-29,084
10,986	35,396	-24,410	Recruitment & Advertising	103,810	81,275	22,535
89,039	88,903	136	Purchased Services	543,193	554,294	-11,101
62,953	62,928	25	Depreciation	358,799	368,442	-9,643
21,417	18,070	3,347	Utilities, Phone & Propane	106,302	111,441	-5,138
18,366	5,792	12,574	Insurance	64,887	70,733	-5,846
0	8,596	-8,596	Taxes & Licenses	12,227	11,011	1,216
5,330	5,549	-219	Interest	33,670	32,058	1,612
5,619	3,118	2,501	Dues & Subscriptions	19,680	19,187	493
14,325	18,641	-4,316	Travel	90,819	104,014	-13,195
3,491	29,944	-26,454	Other Expenses	120,807	97,909	22,898
1,988,487	1,878,726	109,761	Total Operating Expenses	10,927,836	10,557,380	370,456
-461,123	-146,013	-315,110	GAIN/LOSS FROM OPERATIONS	-1,095,037	-34,104	-1,060,933
39,118	64,209	-25,091	NON-OPERATING NET GAIN/LOSS	227,300	456,694	-229,394
-422,005	-81,804	-340,201	GAIN/LOSS	-867,737	422,590	-1,290,327

Description	Current Year
Assets	
Current Assets	
Cash & Investments	7,376,844
A/R Hospital, Swing, Clinic	2,597,085
A/R Home Health & Hospice	353,926
Gross Patient Receivables	2,951,011
Less: Clearing Accounts	-50
Less: Allow for Contractual	41,788
Less: Allow for Uncollectible	270,503
Net Patient Accounts Receivabl	2,638,770
Employee Advances	-4,746
Employee Purchases Receivable	4,957
Receivable 340B SunRx	42,012
Taxes Receivable - Prior Year	40,710
Taxes Receivable - Current Yr	-1,647,141
Other Receivable	15,795
Grants Receivable	0
MC/MD Receivable	0
Assisted Living Receivable	5,109
Other Receivable Total	0
Inventory and Prepaid	490,530
Total Current Assets	8,962,841
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	387,531
Less: Accum Depreciation	10,106,432
Total Long Term Assets	5,027,864
Total Assets	13,990,705

Description	Current Year
Liabilities	
Current Liabilities	
Accounts Payable	274,190
Refunds Payable-Hospital	0
Refunds Payable-Clinic	0
Misc Payable	0
Short Term Notes Payable	0
Accounts Payable Total	274,190
Accrued Wages & Liabilities	1,280,265
Accrued Interest	3,052
Suspense Account	5,931
TCAA Suspense	90
Deferred Income	1,506
Unearned Revenue for COVID 19	1,108,671
MC/MD Settlement Payable	0
Contingency Settlement Payable	200,000
Other Liabiliities	1,319,251
Total Current Liabilities	2,873,706
Longterm Liabilities	
STRYKER CAPITAL LEASE	0
BEO 2019 BOILERS LOAN	56,539
BEO 2018 BOARDMAN BLDG LOAN	97,459
BEO 2018 OMNICELL/US LOAN	46,326
BEO 2020 AMBULANCE LOAN	70,263
Morrow Co 2016 Annex Loan	0
BEO Loan AMB/LAB 2016	0
MORROW CO 2018 BOARDMAN BLDG	54,370
BEO ENDO RM/MISC LOAN 2017	0
Morrow Co 2013 IMC Loan	4,321
BEO IMC EXPANSION 2018	310,260
GEODC 2021 HOUSE LOAN	78,371
MORROW CO 2021 CHURCH LOAN	58,490
BEO 2008 Hosp Remodel Loan	25,554
BEO REFINANCE LOAN	784,741
USDA Remodel Loan	0
Total Long Term Liabilities	1,586,694
Equity/Fund Balance	
General Fund Unrestricted Bal	10,398,041
Equity/Fund Bal Period End	-867,737
Total Liab+Equity/Fund Bal	13,990,705

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							25
DISCHARGES	5	1	1	8	7	4							26
Admits- MEDICARE	3	0	1	5	6	1							16
MEDICAID	1	1	0	1	1	1							5
OTHER	0	0	0	2	0	2							4
SELF PAY	0	0	0	0	0	0							0
TOTAL	**4**	**1**	**1**	**8**	**7**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**25**
Dschgs -MEDICARE	4	0	0	5	6	2							17
MEDICAID	1	1	1	1	1	1							6
OTHER	0	0	0	2	0	1							3
SELF PAY	0	0	0	0	0	0							0
TOTAL	**5**	**1**	**1**	**8**	**7**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**26**
PATIENT DISCHARGE DAYS													
MEDICARE	12	0	1	11	23	7							54
MEDICARE ADVANTAGE	0	0	0	2	0	0							2
MEDICAID	0	0	0	0	0	0							0
MEDICAID MANAGED CARE	2	6	0	1	2	1							12
OTHER	0	0	0	7	0	6							13
SELF PAY	0	0	0	0	0	0							0
TOTAL	**14**	**6**	**1**	**21**	**25**	**14**	**0**	**0**	**0**	**0**	**0**	**0**	**81**
PATIENT ADMISSION DAYS													
Adults	12	6	1	21	25	14							79
Pediatric	0	0	0	0	0	0							0
TOTAL	**12**	**6**	**1**	**21**	**25**	**14**	**0**	**0**	**0**	**0**	**0**	**0**	**79**
AVG LENGTH OF STAY	2.4	6.0	1.0	2.6	3.6	3.5	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	3.0
AVG DAILY CENSUS	0.4	0.2	0.0	0.7	0.8	0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.4
DEATHS	0	0	0	0	1								1
SWING BED (Skilled)													
ADMISSIONS	4	2	0	5	3	0							14
DISCHARGES	3	3	2	3	3	1							15
Dschgs -MEDICARE	3	3	2	2	3	1							14
MEDICAID	0	0	0	0	0	0							0
OTHER	0	0	0	1	0	0							1
SELF PAY	0	0	0	0	0	0							0
TOTAL	**3**	**3**	**2**	**3**	**3**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**15**
PATIENT DISCHARGE DAYS													
MEDICARE	35	59	77	56	21	46							294
MEDICARE ADVANTAGE	26	0	0	0	0	0							26
MEDICAID	0	0	0	0	0	0							0
MEDICAID MANAGED CARE	0	0	0	0	0	0							0
OTHER	0	0	0	4	0	0							4
SELF PAY	0	0	0	0	0	0							0
TOTAL	**61**	**59**	**77**	**60**	**21**	**46**	**0**	**0**	**0**	**0**	**0**	**0**	**324**
PATIENT ADMISSION DAYS													
MEDICARE	53	74	39	44	55	31							296
MEDICAID	0	0	0	0	0	0							0
OTHER	0	0	0	4	0	0							4
SELF PAY	0	0	0	0	0	0							0
TOTAL	**53**	**74**	**39**	**48**	**55**	**31**	**0**	**0**	**0**	**0**	**0**	**0**	**300**
AVG DAILY CENSUS	1.71	2.39	1.30	1.55	1.83	1.00	0.00	0.00	0.00	0.00	0.00	0.00	1.63
SWING BED REVENUE	$ 21,592	$ 30,148	$ 15,889	$ 19,555	$ 22,407	$ 12,629							$122,220
SWING $ DAYS	**53**	**74**	**39**	**48**	**55**	**31**							**300**
DEATHS	0	0	0	3	1	0							**4**
OBSERVATION													
ADMISSIONS	6	1	5	9	7	9							37
DISCHARGES	6	1	5	8	8	9							37
HOURS	158	41	102	269	190	308							1068
REVENUE	$ 21,495	$ 5,323	$ 14,391	$ 36,040	$ 25,749	$ 41,126						$	144,123
AVG LENGTH OF STAY (hours)	**26.3**	**41.0**	**20.4**	**29.9**	**27.1**	**34.2**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**28.9**
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							4
DISCHARGES	2	0	0	0	2	0							4
PATIENT ADMISSION DAYS	8	0	0	0	15	0							23
DEATHS	1	0	0	0	0	0							1
SWING (Non-Skilled)													
ADMISSIONS	0	0	0	0	0	0							0
DISCHARGES	0	0	0	0	1	0							1
Dschgs -MEDICAID	0	0	0	0	0	0							0
SELF PAY	0	0	0	0	1	0							1
TOTAL	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**
PATIENT DISCHARGE DAYS													
MEDICAID	0	0	0	0	0	0							0
SELF PAY	0	0	0	0	9	0							9
TOTAL	**0**	**0**	**0**	**0**	**9**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**9**
PATIENT ADMISSION DAYS													
MEDICAID	62	62	60	62	60	62							368
SELF PAY	31	31	33	62	78	62							297
PATIENT ADMISSION DAYS	**93**	**93**	**93**	**124**	**138**	**124**	**0**	**0**	**0**	**0**	**0**	**0**	**665**
AVG DAILY CENSUS	3.0	3.0	3.1	4.0	4.6	4.0	0.0	0.0	0.0	0.0	0.0	0.0	3.6
SWING BED REVENUE	$ 35,083	$ 35,083	$ 35,083	$ 46,778	$ 52,059	$ 46,778							$ 250,864
SWING $ DAYS	**93**	**93**	**93**	**124**	**138**	**124**	**0**	**0**	**0**	**0**	**0**	**0**	**665**
DEATHS	0	0	0	0	0	0							**0**
SUMMARY STATS													
TOTAL/AVERAGE % OCCUPANCY	**25.5%**	**26.6%**	**21.1%**	**29.6%**	**37.0%**	**26.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**29.0%**
TOTAL OUTPATIENTS (Admits) w/ ER	558	610	558	597	636	580							**3539**
TOTAL ER (Encounters)	108	101	89	110	98	92							**598**
LAB TESTS													
INPATIENT	121	81	48	130	64	73							**517**
OUTPATIENT	1172	1623	1501	1718	1579	1547							**9140**
TOTAL	**1293**	**1704**	**1549**	**1848**	**1643**	**1620**	**0**	**0**	**0**	**0**	**0**	**0**	**9657**
XRAY/ULTRASOUND TESTS													
INPATIENT	12	3	1	2	3	8							**29**
OUTPATIENT	84	113	104	116	122	203							**742**
TOTAL	**96**	**116**	**105**	**118**	**125**	**211**	**0**	**0**	**0**	**0**	**0**	**0**	**771**
CT SCANS	37	32	38	41	42	41							231
MRI SCANS	1	1	6	6	8	6							28
EKG TESTS	26	34	40	53	45	44							242
TREADMILL PROCEDURES	0	0	0	0	0	0							0
RESPIRATORY THERAPY													
INPATIENT	6	4	1	5	11	9							36
OUTPATIENT	1	1	2	1	4	8							17
TOTAL	**7**	**5**	**3**	**6**	**15**	**17**	**0**	**0**	**0**	**0**	**0**	**0**	**53**
PROVIDER VISITS													
HEPPNER CLINIC	167	313	327	295	324	344							1770
IRRIGON CLINIC	223	282	254	312	337	359							1767
BOARDMAN IMMEDIATE CARE	0	0	0	108	219	149							476
IONE CLINIC	63	65	68	70	87	105							458
ALL PROVIDER ENCOUNTERS AT HOSPITAL**	157	100	92	115	153	141							758
TOTAL	**610**	**760**	**741**	**900**	**1120**	**1098**	**0**	**0**	**0**	**0**	**0**	**0**	**5229**
REVENUE OF HOSPITAL ENCOUNTERS	$ 80,158	$ 64,134	$ 65,670	$ 80,823	$ 75,724	$ 73,769							**$440,279**

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							160
BOARDMAN AMBULANCE TRANSPORTS	27	26	23	27	32	29							164
IRRIGON AMBULANCE TRANSPORTS	22	28	17	27	35	48							177
IONE AMBULANCE TRANSPORTS	0	0	0	0	0	0							0
TOTAL	**75**	**82**	**62**	**79**	**99**	**104**	**0**	**0**	**0**	**0**	**0**	**0**	**501**
HEPPNER AMB REVENUE	$ 46,160	$ 47,261	$ 34,739	$ 44,210	$ 60,715	$ 60,443							$293,527
BOARDMAN AMB REVENUE	$ 62,644	$ 60,143	$ 52,612	$ 62,414	$ 74,999	$ 68,640							$381,452
IRRIGON AMB REVENUE	$ 39,811	$ 56,418	$ 35,712	$ 56,808	$ 72,773	$ 100,264							$361,786
IONE AMB REVENUE	$ -	$ -	$ -	$ -	$ -	$ -							$0
TOTAL	**$ 148,615**	**$ 163,822**	**$ 123,063**	**$ 163,432**	**$ 208,487**	**$ 229,347**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$1,036,765**
HOME HEALTH VISITS													
SKILLED NURSING VISITS	55	59	62	49	38	45							308
AIDE VISITS	15	12	23	25	0	2							77
MSW VISITS	0	0	0	0	0	0							0
OCCUPATIONAL THERAPY	11	7	10	8	11	4							51
PHYSICAL THERAPY	26	26	34	34	24	18							162
SPEECH THERAPY	0	0	0	0	1	0							1
IN HOME CARE VISITS-PRIVATE PAY	36	4	0	0	0	0							40
TOTAL	**143**	**108**	**129**	**116**	**74**	**69**	**0**	**0**	**0**	**0**	**0**	**0**	**639**
HOSPICE													
ADMITS	4	2	3	4	2	3							18
DISCHARGE	0	0	0	1	1	0							2
DEATHS	6	2	3	2	0	2							15
TOTAL DAYS	182	78	120	106	133	160							**779**
PHARMACY													
DRUG DOSES	3305	5848	8119	8471	2824	3226							31,793
DRUG REVENUE	$ 145,027	$ 116,579	$ 121,372	$ 118,428	$ 148,967	$ 141,391							**$791,764**

PIONEER MEMORIAL CLINIC - DECEMBER 2022

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	29	30	31	Total
Dr. Lion	Patient Hours Available					7	8	7.5					7	8	7					7	8	7.5											67
	Patients Seen					4	7	11					4	10	9					9	7	2											63
	No Shows					0	0	0					0	0	1					2	0	1											4
	Patient Cancellations					1	1	1					0	1	0					1	0	1											6
	Clinic Cancellations					0	2	0					0	0	0					0	0	0											2
	Pts. Per Available Hour					0.6	0.9	1.5					0.6	1.3	1.3					1.3	0.9	0.3											0.9
	No Show Rate					0%	0%	0%					0%	0%	10%					17%	0%	25%											5%
	Patient Cancel Rate					20%	10%	8%					0%	9%	0%					8%	0%	25%											8%
	Clinic Cancel Rate					0%	20%	0%					0%	0%	0%					0%	0%	0%											3%

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	29	30	31	Total
Dr. Schaffer	Patient Hours Available	8				8	8	7.5	7.5				8	8	7.5	8												8	8	8			94.5
	Patients Seen	12				14	15	5	10				12	11	11	11												14	10	13			138
	No Shows	0				0	0	0	1				1	0	0	0												0	0	1			3
	Patient Cancellations	2				2	1	0	1				5	0	0	1												1	1	0			14
	Clinic Cancellations	0				0	1	0	0				0	0	0	0												0	0	0			1
	Pts. Per Available Hour	1.5				1.8	1.9	0.7	1.3				1.5	1.4	1.5	1.4												1.8	1.3	1.6			1.5
	No Show Rate	0%				0%	0%	0%	8%				6%	0%	0%	0%												0%	0%	7%			2%
	Patient Cancel Rate	14%				13%	6%	0%	8%				28%	0%	0%	8%												7%	9%	0%			9%
	Clinic Cancel Rate	0%				0%	6%	0%	0%				0%	0%	0%	0%												0%	0%	0%			1%

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	29	30	31	Total
Amanda Roy, PA	Patient Hours Available	7.5						7.5	7.5	8					7	7.5	8					7.5	7.5	8					8	7.5	8		99.5
	Patients Seen	8						14	15	11					12	12	13					10	11	12					10	9	9		146
	No Shows	2						1	1	0					1	0	2					1	1	1					0	0	2		12
	Patient Cancellations	0						0	0	3					0	1	0					1	2	2					3	0	0		12
	Clinic Cancellations	0						0	0	0					0	0	0					0	0	0					0	0	0		0
	Pts. Per Available Hour	1.1						1.9	2.0	1.4					1.7	1.6	1.6					1.3	1.5	1.5					1.3	1.2	1.1		1.5
	No Show Rate	20%						7%	6%	0%					8%	0%	13%					8%	7%	7%					0%	0%	18%		7%
	Patient Cancel Rate	0%						0%	0%	21%					0%	8%	0%					8%	14%	13%					23%	0%	0%		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	29	30	31	Total
Rebecca Humphries	Patient Hours Available								8					8	8	6	4.5				6.5	8	3.5					8	8	8		76.5
	Patients Seen								1					0	0	0	1				2	0	1					0	0	1		6
	No Shows								0					0	0	0	0				0	0	0					0	0	0		0
	Patient Cancellations								0					0	0	0	0				0	0	0					0	0	0		0
	Clinic Cancellations								0					0	0	0	0				0	0	0					0	0	0		0
	Pts. Per Available Hour								0.1					0.0	0.0	0.0	0.2				0.3	0.0	0.3					0.0	0.0	0.1		0.1
	No Show Rate								0%					N/A	N/A	N/A	0%				0%	N/A	0%					N/A	N/A	0%		0%
	Patient Cancel Rate								0%					N/A	N/A	N/A	0%				0%	N/A	0%					N/A	N/A	0%		0%
	Clinic Cancel Rate								0%					N/A	N/A	N/A	0%				0%	N/A	0%					N/A	N/A	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	29	30	31	Total
	Patient Hours Available	15.5				15	16	22.5	23	8			15	24	29.5	21.5	12.5				14.5	23	11	8				8	24	23.5	16		330.5
	Patients Seen	20				18	22	30	26	11			16	21	32	23	14				9	12	12	12				14	20	22	10		344
	No Shows	2				0	0	1	2	0			1	0	2	0	2				0	2	1	1				0	0	1	2		17
	Patient Cancellations	2				3	2	1	1	3			5	1	0	2	0				0	2	2	2				1	4	0	0		31
	Clinic Cancellations	0				0	3	0	0	0			0	0	0	0	0				0	0	0	0				0	0	0	0		3
	Pts. Per Available Hour	1.3				1.2	1.4	1.3	1.1	1.4			1.1	0.9	1.1	1.1	1.1				0.6	0.5	1.1	1.5				1.8	0.8	0.9	0.6		1.0
	No Show Rate	8%				0%	0%	3%	7%	0%			5%	0%	6%	0%	13%				0%	13%	7%	7%				0%	0%	4%	17%		4%
	Patient Cancel Rate	8%				14%	7%	3%	3%	21%			23%	5%	0%	8%	0%				0%	13%	13%	13%				7%	17%	0%	0%		8%
	Clinic Cancel Rate	0%				0%	11%	0%	0%	0%			0%	0%	0%	0%	0%				0%	0%	0%	0%				0%	0%	0%	0%		1%

IONE COMMUNITY CLINIC - DECEMBER 2022

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	29	30	31	Total
Eileen McElligott	**Patient Hours Available**	8				8			8				8			7.5				8			6.5							8			62
	Patients Seen	11				12			15				11			17				16			11							12			105
	No Shows	0				0			0				0			0				1			0							2			3
	Patient Cancellations	1				3			0				1			2				0			1							0			8
	Clinic Cancellations	0				0			0				0			0				0			0							0			0
	Pts. Per Available Hour	1.4				1.5			1.9				1.4			2.3				2.0			1.7							1.5			**1.7**
	No Show Rate	0%				0%			0%				0%			0%				6%			0%							14%			**3%**
	Patient Cancel Rate	8%				20%			0%				8%			11%				0%			8%							0%			**7%**
	Clinic Cancel Rate	0%				0%			0%				0%			0%				0%			0%							0%			**0%**

IRRIGON MEDICAL CLINIC - DECEMBER 2022

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	29	30	31	Total
Jamie Reed, CSWA	Patient Hours Available	5.5	5.5			6.5	6.5	5.5	3.5	6.5			6.5	4	6.5	6.5	4				6.5	6.5	5.5	6.5									92
	Patients Seen	3	2			1	4	2	1	2			1	2	2	4	0				4	2	1	0									31
	No Shows	0	1			0	0	0	0	1			0	0	0	0	1				0	0	0	1									4
	Patient Cancellations	0	2			1	2	0	1	0			1	1	0	0	0				0	0	0	0									8
	Clinic Cancellations	0	0			0	0	0	0	0			0	0	0	0	0				0	0	0	0									0
	Pts. Per Available Hour	0.5	0.4			0.2	0.6	0.4	0.3	0.3			0.2	0.5	0.3	0.6	0.0				0.6	0.3	0.2	0.0									0.3
	No Show Rate	0%	20%			0%	0%	0%	0%	33%			0%	0%	0%	0%	100%				0%	0%	0%	100%									9%
	Patient Cancel Rate	0%	40%			50%	33%	0%	50%	0%			50%	33%	0%	0%	0%				0%	0%	0%	0%									19%
	Clinic Cancel Rate	0%	0%			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	29	30	31	Total
Terri Dickens, LCSW	Patient Hours Available												8			7						8							5			28
	Patients Seen												2			2						3							2			9
	No Shows												0			0						2							0			2
	Patient Cancellations												0			0						0							2			2
	Clinic Cancellations												0			0						0							0			0
	Pts. Per Available Hour												0.3			0.3						0.4							0.4			0.3
	No Show Rate												0%			0%						40%							0%			15%
	Patient Cancel Rate												0%			0%						0%							50%			15%
	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	29	30	31	Total
Jon Watson, PA	Patient Hours Available					8	8	8	4.5				8	8	7	8				5.5	8	8	7						8	8	8		112
	Patients Seen					13	16	12	5				13	13	11	10				8	13	10	6						14	13	14		171
	No Shows					0	0	2	0				1	1	2	2				2	0	0	1						2	1	0		14
	Patient Cancellations					3	3	2	0				2	0	5	0				0	2	0	1						0	1	2		21
	Clinic Cancellations					0	0	0	0				0	0	0	0				0	0	0	0						0	0	0		0
	Pts. Per Available Hour					1.6	2.0	1.5	1.1				1.6	1.6	1.6	1.3				1.5	1.6	1.3	0.9						1.8	1.6	1.8		1.5
	No Show Rate					0%	0%	13%	0%				6%	7%	11%	17%				20%	0%	0%	13%						13%	7%	0%		7%
	Patient Cancel Rate					19%	16%	13%	0%				13%	0%	28%	0%				0%	13%	0%	13%						0%	7%	13%		10%
	Clinic Cancel Rate					0%	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	29	30	31	Total
Vicki Kent, FNP	Patient Hours Available	8	8						7	8						8	8														8		55
	Patients Seen	10	10						6	9						9	10														10		64
	No Shows	2	2						1	1						0	1														1		8
	Patient Cancellations	0	1						3	0						2	1														4		11
	Clinic Cancellations	0	0						0	0						0	0														0		0
	Pts. Per Available Hour	1.3	1.3						0.9	1.1						1.1	1.3														1.3		1.2
	No Show Rate	17%	15%						10%	10%						0%	8%														7%		10%
	Patient Cancel Rate	0%	8%						30%	0%						18%	8%														27%		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	29	30	31	Total
Justin Cameron, PA	Patient Hours Available	8	8				8	7	5	8										8	8	8	8	8				8	8				100
	Patients Seen	9	8				7	8	2	8										8	6	6	4	3				7	8				84
	No Shows	1	0				2	1	1	0										1	0	0	0	0				0	0				6
	Patient Cancellations	1	1				6	1	2	1										0	0	0	0	0				1	2				15
	Clinic Cancellations	0	0				0	0	0	0										0	0	0	0	0				0	0				0
	Pts. Per Available Hour	1.1	1.0				0.9	1.1	0.4	1.0										1.0	0.8	0.8	0.5	0.4				0.9	1.0				0.8
	No Show Rate	9%	0%				13%	10%	20%	0%										11%	0%	0%	0%	0%				0%	0%				6%
	Patient Cancel Rate	9%	11%				40%	10%	40%	11%										0%	0%	0%	0%	0%				13%	20%				14%
	Clinic Cancel Rate	0%	0%				0%	0%	0%	0%										0%	0%	0%	0%	0%				0%	0%				0%

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	29	30	31	Total
	Patient Hours Available	21.5	21.5			14.5	22.5	20.5	20	22.5			22.5	12	13.5	29.5	12			13.5	22.5	22.5	28.5	14.5				8	16	13	16		387
	Patients Seen	22	20			14	27	22	14	19			16	15	13	25	10			16	23	18	14	3				7	22	15	24		359
	No Shows	3	3			0	2	3	2	2			1	1	2	2	2			3	0	0	3	1				0	2	1	1		34
	Patient Cancellations	1	4			4	11	3	6	1			3	1	5	2	1			0	2	0	1	0				1	2	3	6		57
	Clinic Cancellations	0	0			0	0	0	0	0			0	0	0	0	0			0	0	0	0	0				0	0	0	0		0
	Pts. Per Available Hour	1.0	0.9			1.0	1.2	1.1	0.7	0.8			0.7	1.3	1.0	0.8	0.8			1.2	1.0	0.8	0.5	0.2				0.9	1.4	1.2	1.5		0.9
	No Show Rate	12%	11%			0%	5%	11%	9%	9%			5%	6%	10%	7%	15%			16%	0%	0%	17%	25%				0%	8%	5%	3%		8%
	Patient Cancel Rate	4%	15%			22%	28%	11%	27%	5%			15%	6%	25%	7%	8%			0%	8%	0%	6%	0%				13%	8%	16%	19%		13%
	Clinic Cancel Rate	0%	0%			0%	0%	0%	0%	0%			0%	0%	0%	0%	0%			0%	0%	0%	0%	0%				0%	0%	0%	0%		0%

BOARDMAN IMMEDIATE CARE - DECEMBER 2022

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	29	30	31	Total
Jennifer Barden, NP	Patient Hours Available				8	8	8	8	8	8	8								8	8	8	8	8	8	8								112
	Patients Seen				5	10	7	2	9	4	4								2	9	3	7	4	8	1								75
	No Shows				0	0	0	0	0	0	0								0	0	0	0	0	0	0								0
	Patient Cancellations				0	0	0	0	0	0	0								0	0	0	0	0	0	0								0
	Clinic Cancellations				0	0	0	0	0	0	0								0	0	0	0	0	0	0								0
	Pts. Per Available Hour				0.6	1.3	0.9	0.3	1.1	0.5	0.5								0.3	1.1	0.4	0.9	0.5	1.0	0.1								0.7
	No Show Rate				0%	0%	0%	0%	0%	0%	0%								0%	0%	0%	0%	0%	0%	0%								0%
	Patient Cancel Rate				0%	0%	0%	0%	0%	0%	0%								0%	0%	0%	0%	0%	0%	0%								0%
	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	29	30	31	Total
Dr. Stieglitz	Patient Hours Available	8	8	8								8	8	8	8	8	8	8										8	8	8	8	8	120
	Patients Seen	8	5	9								3	8	6	3	1	4	5										5	4	3	4	2	70
	No Shows	0	0	0								0	0	0	0	0	0	0										0	0	0	0	0	0
	Patient Cancellations	0	0	0								0	0	0	0	0	0	0										0	0	0	0	0	0
	Clinic Cancellations	0	0	0								0	0	0	0	0	0	0										0	0	0	0	0	0
	Pts. Per Available Hour	1.0	0.6	1.1								0.4	1.0	0.8	0.4	0.1	0.5	0.6										0.6	0.5	0.4	0.5	0.3	0.6
	No Show Rate	0%	0%	0%								0%	0%	0%	0%	0%	0%	0%										0%	0%	0%	0%	0%	0%
	Patient Cancel Rate	0%	0%	0%								0%	0%	0%	0%	0%	0%	0%										0%	0%	0%	0%	0%	0%
	Clinic Cancel Rate	0%	0%	0%								0%	0%	0%	0%	0%	0%	0%										0%	0%	0%	0%	0%	0%

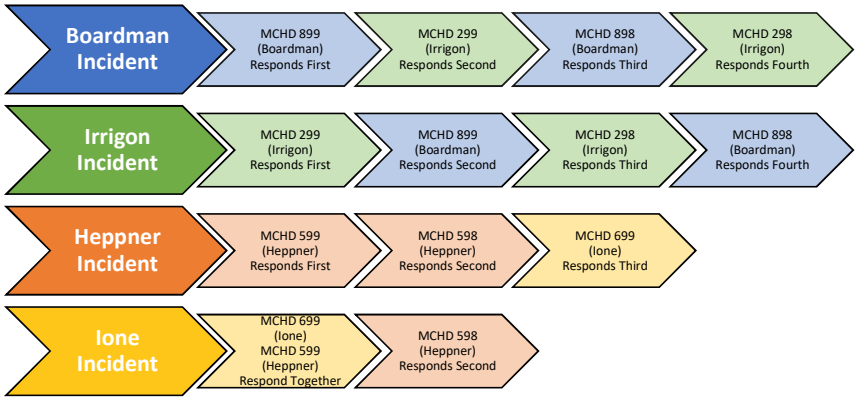
Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Amanda Roy, PA	Patient Hours Available																										8						8
	Patients Seen																										4						4
	No Shows																										0						0
	Patient Cancellations																										0						0
	Clinic Cancellations																										0						0
	Pts. Per Available Hour																										0.5						0.5
	No Show Rate																										0%						0%
	Patient Cancel Rate																										0%						0%
	Clinic Cancel Rate																										0%						0%

BIC 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	29	30	31	Total
	Patient Hours Available	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8		8	8	8	8	8	8	240
	Patients Seen	8	5	9	5	10	7	2	9	4	4	3	8	6	3	1	4	5	2	9	3	7	4	8	1		4	5	4	3	4	2	149
	No Shows	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0
	Patient Cancellations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0
	Clinic Cancellations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0
	Pts. Per Available Hour	1.0	0.6	1.1	0.6	1.3	0.9	0.3	1.1	0.5	0.5	0.4	1.0	0.8	0.4	0.1	0.5	0.6	0.3	1.1	0.4	0.9	0.5	1.0	0.1		0.5	0.6	0.5	0.4	0.5	0.3	0.6
	No Show Rate	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		0%	0%	0%	0%	0%	0%	0%
	Patient Cancel Rate	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		0%	0%	0%	0%	0%	0%	0%
	Clinic Cancel Rate	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		0%	0%	0%	0%	0%	0%	0%

MORROW COUNTY HEALTH DISTRICT
Excellence in Healthcare

2022	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	1.00	5.05	51	0.47	6.50	2	8.00	11.97	43	N/A	N/A	0	5.00	12.50	20	4.00	8.00	9	N/A	N/A	0
February	1.24	5.02	48	5.17	6.97	2	5.54	8.90	18	N/A	N/A	0	6.00	15.00	23	10.14	15.04	2	N/A	N/A	0
March	1.00	4.74	46	0.05	3.10	1	5.61	8.49	22	8.50	10.00	2	7.00	9.93	16	2.72	11.18	2	7.13	11.28	1
April	1.02	3.78	34	0.45	3.72	10	6.20	9.03	22	N/A	N/A	0	7.00	17.00	16	7.00	29.00	2	N/A	N/A	0
May	0.60	4.00	46	0.00	0.00	1	6.00	8.93	34	N/A	N/A	0	5.97	12.63	18	18.59	29.47	6	N/A	N/A	0
June	0.58	3.69	38	1.07	2.65	8	6.02	8.60	36	8.00	13.00	1	6.00	4.00	41	1.00	5.00	5	N/A	N/A	0
July	0.86	5.00	48	1.03	5.03	4	6.00	8.80	34	0.00	20.00	1	6.00	17.00	31	29.00	30.60	1	N/A	N/A	1
August	0.45	2.68	7	0.45	3.82	31	5.45	8.13	39	6.97	11.87	1	5.00	13.00	35	0.50	5.50	2	N/A	N/A	0
September	N/A	N/A	0	0.83	5.15	49	5.19	7.61	20	5.35	7.60	11	6.00	11.00	24	11.00	13.50	2	N/A	N/A	0
October	0.52	2.35	25	0.25	4.02	17	5.00	10.00	3	6.00	9.82	42	3.00	10.27	27	36.00	36.00	3	0.00	22.00	1
November	0.34	4.16	42	0.08	10.00	9	0.00	14.00	3	1.00	5.09	48	6.00	12.50	38	4.37	22.00	7	N/A	N/A	0
December	0.28	6.14	54	N/A	N/A	0	1.00	5.01	64	1.14	8.05	6	5.00	12.00	26	1.00	19.00	9	N/A	N/A	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.



Morrow County EMS Advisory Committee Application

1. **Contact Information**

Full Name Sara Bayless	**Preferred Name**
Address [redacted]	**City** [redacted]
State [redacted]	**Zip** [redacted]
E-mail Address Sara.bayless@mcohd.org	**Phone** [redacted]

2. **What is the best email to use to send important documents?** Sara.bayless@mcohd.org
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 Ione

☐ 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.

Since beginning my employment with the health district I have loved being apart of this team. I have been so impressed with the level of Professionalism, as well as the treatment of their employees, and the priority the health district holds for their patients. I would love to be apart of the advisory committee. with 3 years of all paramedic experience as well as experience with multiple Ems agencies I feel I could bring forward some great leadership tools.

Morrow County EMS Advisory Committee Application

1. **Contact Information**

Full Name David Landstrom	**Preferred Name** David
Address [redacted]	**City** [redacted]
State [redacted]	**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 Ione

   ☐ 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.

It is my desire to ensure the ASA approved by the County Commissioner's continues to be compliant. With that said any ASA plan needs continued review for quality improvement, deployment strategies and cost effectiveness throughout the ASA. The current ASA plan requires an annual review and submission from the EMS Advisory Committee. Having over 30 years in EMS, I have been involved in all aspects including various EMS committees, ASA RFP preparation, writing, and submission. System cost analysis review and improvement recommendations. I feel I bring strengths to help support the EMS Advisory Committee Mission.

Dynamic Computer Consulting, Inc
P.O. Box 1133
Pendleton, OR. 97801

Estimate

Date	Estimate #
12/20/2022	3860

Name / Address

Morrow County Health District
564 E Pioneer Drive
Heppner, OR 97836

Computer hardware prices are volatile and subject to change daily.

Project

Description	Qty	Rate	Total
Dynamic Office 365 E1 Annual R-US-NCE-O365E1-CAC monthly will be about $12 per license per month and can change anytime from month to month	1	122.00	122.00T
Dynamic MS 365 Bus. Bas. Annual R-US-NCE-M365BB-CAC monthly will be about $84 per license per month and can change anytime from month to month	5	72.00	360.00T
Dynamic Azure AD P2 Annual R-US-NCE-ADP2-CAC monthly will be about $11 per license per month and can change anytime from month to month	66	108.00	7,128.00T
Dynamic MS 365 Apps Bus. Annual R-US-NCE-M365AB-CAC monthly will be about $9 per license per month and can change anytime from month to month	1	100.00	100.00T
Dynamic Enterprise Mobility+Security E3 Annual R-US-NCE-EMS-E3-CAC monthly will be about $13 per license per month and can change anytime from month to month	31	123.00	3,813.00T
Dynamic Exchange Online Plan 2 Annual R-US-NCE-EOP2-CAC monthly will be about $10 per license per month and can change anytime from month to month	285	96.00	27,360.00T
Out-of-state sale, exempt from sales tax		0.00%	0.00

Total $38,883.00

Phone # 541-966-9808 Fax # 541-276-0896 pfeller@dynamiccc.com

Specialties

Specialties included on the External Peer Review Network provider review panel include:

- CRNA
- OB/GYN
- Radiology
- Pediatrics
- Family Practice
- General Surgery
- Internal Medicine
- Orthopedic Surgery
- Emergency Medicine

EPRN panel members will sign a consulting agreement outlining confidentiality and indemnification responsibilities as well as complete an education program prior to conducting medical case reviews.

An ICAHN Network Committee provides ongoing oversight to the program.

For more information on the External Peer Review Network (EPRN), contact Holly Lendy at (815) 875-2999 or hlendy@icahn.org

ICAHN
Illinois Critical Access Hospital Network

For more information about ICAHN and its member services for critical access hospitals, visit www.icahn.org.

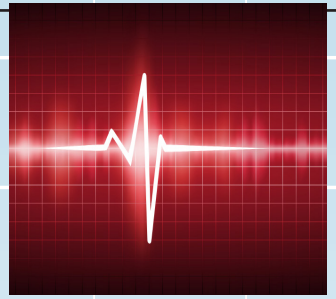
P: (815) 875-2999
F: (815) 875-2990



External Peer Review Network

An independent, confidential process that can enhance and strengthen your internal peer review network

ICAHN
Illinois Critical Access Hospital Network



The Program and Process of EPRN

As an Illinois Critical Access Hospital Network (ICAHN) member, doing everything you can to ensure the quality of patient care delivered is paramount to your hospital, medical staff and community. Your internal peer review process is one aspect of monitoring the quality of care your hospital provides. An opportunity exists to enhance and strengthen your internal program through an External Peer Review Network (EPRN) program. Here's how the program works:

Purpose of EPRN

ICAHN has established an External Peer Review (EPR) process to assist member hospitals with:

- *Improving the quality of care provided by medical staff*
- *Monitoring the performance of the medical staff*
- *Identifying areas for performance improvement*

The EPR program may be accessed when a member hospital's internal peer review process has concluded:

- *There is a conflict of interest for available reviewers*
- *That available reviewers do not have the clinical expertise necessary for peer review*
- *That ambiguous or conflicting findings are present*
- *There is a lack of strong consensus*

Prior to accessing the EPR process, hospitals must have signed the ICAHN EPR Agreement and HIPAA Business Associate Contract Addendum. EPR will be completed by a member of a panel of provider reviewers. Panel members are selected based on the following criteria:

- *Active medical staff status at an ICAHN hospital*
- *One (1) year of rural provider experience*
- *Letter of nomination/recommendation from hospital CEO*
- *Completed application verifying credentials, databank requirements and contact information*

THE EPRN PROCESS OF EVALUATION INCLUDES:

1. A hospital completes its internal peer review process and determines an external peer review is needed for a specific medical case.
2. The EPRN Coordinator at the hospital completes the external peer review request form and forwards it (fax or email) to the ICAHN office.
3. ICAHN selects an EPRN provider panel member to conduct the external peer case review and notifies the EPRN Coordinator at the requesting hospital.
4. The requesting hospital sends a copy of the medical record by certified mail to the provider reviewer's hospital *(attention to the EPRN Coordinator)*, along with the external peer review provider report form.
5. The provider reviewer will have (10) working days to evaluate the medical record. Once the provider has completed the review, the medical record is shredded and the external peer review provider report form is forwarded by mail to the requesting hospital.
6. Expedited reviews require a (5) business day turn-around time. Hospitals may consider expedited reviews for possible/pending litigation or for credentialing and practitioner evaluation purposes.
7. The requesting hospital utilizes the case review findings to complete its internal peer review processand to complete the quality review form to be returned to the ICAHN office.

As a member of ICAHN, each routine medical record review is $200, and each expedited review is $250.

For NON-ICAHN Members: Purpose and process remains the same. Cost is a flat fee of $250 per routine review. Expedited reviews can be negotiated with ICAHN. For further information, contact Holly Lendy at (815) 875-2999 or hlendy@icahn.org.

THE ILLINOIS CRITICAL ACCESS HOSPITAL NETWORK

External Peer Review Agreement

This External Peer Review Agreement ("Agreement") is executed and entered into on this _____ day of _____, 20__, by and between The Illinois Critical Access Hospital Network ("ICAHN") and _____ (the "Hospital"). ICAHN and the Hospital are collectively referred to in this Agreement as the "Parties," and either may be individually identified in this Agreement as a "Party."

Recitals

WHEREAS, OR ST § 41.675(1) provides that a "peer review body" includes governing bodies or committees including medical staff committees of a licensed health care facility or any medical group or provider of medical services in connection with bona fide medical research, quality assurance, utilization review, credentialing, education, training, supervision or discipline of physicians or other health care providers. "Peer review body" also includes utilization review and peer review organizations; and

WHEREAS, OR ST § 41.675(5) provides that a person serving on or communicating information to any peer review body or a person conducting an investigation shall not be subject to an action for civil damages for affirmative actions taken or statements made in good faith; and

WHEREAS, OR ST §§ 41.675(2-3) provides that all data, including oral communications or written reports to a peer review body, are privileged and are not admissible in evidence in any judicial, administrative, arbitration or mediation proceeding; and

WHEREAS, OR ST § 441.055(7) provides that all findings, conclusions, interviews, reports, studies, communications, and statements procured by or furnished to the peer review committee in connection with a peer review are confidential and privileged; and

WHEREAS, ICAHN is an Illinois nonprofit corporation which is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), which is exempt from federal income taxes under Section 501(a) of the Code and which was organized to develop and operate programs designed to ensure and facilitate access to health care services by individuals who reside in rural areas; to assist the compliance by rural health care providers with state and federal regulatory statutes and guidelines; to create and implement programs which are designed to develop the professional skills of the personnel who are employed by rural health care providers; to implement programs which are designed to improve and enhance the quality of the medical services being delivered by rural health care providers, as well as the productivity of the personnel who are employed by rural health care providers; to foster and encourage collaboration among health care providers which are affiliated with the corporation to promote the availability, accessibility, and delivery of cost effective health care and medical services in rural areas; and to share information and resources to promote cooperative health care and medical services in rural areas; and

WHEREAS, ICAHN has developed an External Peer Review Program ("EPRP"), the objective of which is to provide, to committees of licensed or accredited rural hospitals or their medical staffs, confidential assessments of the physical and psychological condition of persons, the necessity, appropriateness, or quality of health care rendered to persons or the qualifications, competence, or performance of health care providers; and

WHEREAS, ICAHN has a duly appointed provider review network consisting of:

(a) physicians who are (i) validly licensed to practice medicine in the State of Illinois pursuant to the Medical Practice Act of 1987, (ii) members, in good standing, on medical staffs of hospitals which maintain an active membership in ICAHN, (iii) experienced in the practice of rural medicine, and (iv) otherwise qualified, in ICAHN's opinion, to participate in ICAHN's provider review network, and

(b) certified registered nurse anesthetists ("CRNA's") who are (i) validly licensed to practice nursing as advanced practice nurses in the State of Illinois pursuant to the Nurse Practice Act, (ii) authorized to perform services as CRNA's in a hospital which maintains an active membership in ICAHN, and (iii) otherwise qualified, in ICAHN's opinion, to participate in ICAHN's provider review network (collectively the "Reviewers"); and

WHEREAS, OR ST § 677.085 defines activities constituting the "practice of medicine" as a person who advertises, holds their self out to the public or represents in a manner that he/she is authorized to practice medicine in the state of Oregon; offers or undertakes to prescribe, give or administers any drug or medicine for the use of any other person for indirect or direct compensation; offers or undertakes to perform any surgical operation on any person or diagnose; offers or undertakes to diagnose, cure, or treat in any manner, or by any means, methods, devices or instrumentalities, any disease, illness, pain, wound, fracture, infirmity, deformity, defect or abnormal physical or mental condition of any person; and append the letters or words "M.D.", "D.O.", "Doctor," "Physician," "Surgeon," or any abbreviation or combination thereof or similar words in connection with the name of the person in which the person is interested in the conduct or occupation or profession pertaining to the diagnosis or treatment of human disease or previously mentioned conditions; and

WHEREAS, OR ST § 678.010(8)(a) defines the "practice of nursing" as the diagnosing and treatment of human responses to actual or potential health problems through services such as identification thereof, health teaching, health counseling and providing care supportive to or restorative of life and well-being and including the performance of additional services requiring education and training that are recognized by the nursing profession as proper to be performed by nurses licensed under the laws of Oregon; and

WHEREAS, the Reviewers will not be practicing medicine or advanced practice registered nursing in the State of Oregon by virtue of their roles on the EPRP provider review network; rather such Reviewers will only be conducting a review of records provided by the Hospital or the Hospital's medical staff and generate a confidential report based on the information contained in such records; and

WHEREAS, the Hospital desires to engage ICAHN to access the EPRP to assist the Hospital's peer review committee, and ICAHN desires to furnish that assistance by providing access to Reviewers with expertise otherwise generally unavailable to the Hospital.

NOW, THEREFORE, the Parties agree as follows:

Confidentiality: All information, data, records, reports, findings, and conclusions which are produced in connection with or as a consequence of the operation of the EPRP, or which are utilized in the course of the administration of the EPRP, are intended by ICAHN, the Hospital, and the Reviewers to be privileged, strictly confidential, nondiscoverable, and nonadmissible to the fullest extent allowable under the peer review provisions of Oregon law. All information, data, records, reports, findings, and conclusions which are produced in connection with or as a consequence of the operation of the EPRP, or which are utilized in the course of the administration of the EPRP, will be used only to evaluate or review the diagnosis or treatment of, or the performance of health or hospital services to, patients within the State of Oregon; to review a health care provider's professional ethics or medical competence; for the purpose of the evaluation and improvement of hospital and health care rendered by hospitals, health facilities, or health care providers; for the purpose of evaluating care provided to reduce morbidity and mortality; to improve the quality of medical care; for the purpose of peer review of the ethics, competence, or professional conduct of any health care provider; or as otherwise required by Oregon law.

Term: The initial Term of this Agreement will commence on the Effective Date (the "Term Commencement Date") and will then subsequently expire on the anniversary of that Term Commencement Date in the following calendar year (the "Term Expiration Date"). Effective as of the Term Expiration Date, the Term of this Agreement will be deemed to have been automatically extended by the Parties in successive one (1) year periods, unless either Party notifies the other Party, at least thirty (30) days prior to the Term Expiration Date, or the expiration of the then current one (1) year Term if the Term of this Agreement has previously been extended beyond the Term Expiration Date, that such Party is not electing to extend the Term an additional one (1) year period.

Compensation: The Hospital will pay the Reviewer's charges and ICAHN's administrative fees, as described and depicted in the attached schedule, within thirty (30) days after receiving an invoice from ICAHN.

Insurance: At the request of the Hospital, ICAHN will furnish the Hospital with evidence which confirms that ICAHN and/or the Reviewer who is engaged by ICAHN are appropriately insured by general liability and/or professional liability policies.

Liaisons: ICAHN and the Hospital appoint the following individuals to serve and function as their respective liaisons and representatives to coordinate the activities conducted in accordance with this Agreement:

ICAHN:		Hospital:	
Name:	_____	Name:	_____
Address:	_____	Address:	_____
	_____		_____
Phone:	_____	Phone:	_____
Email:	_____	Email:	_____

Independent Contractor: ICAHN will at all times be considered an independent contractor of the Hospital.

Choice of Law: Except as otherwise stated in this Agreement, this Agreement will be governed by the law of the State of Illinois. The Hospital has engaged the services of ICAHN in Illinois since ICAHN possesses the capability and is structured to perform external provider review in an efficient and economical manner on behalf of rural hospitals. This Agreement is deemed by the Parties to have been executed and delivered in the State of Illinois, and the performance by ICAHN under this Agreement will occur in Illinois. ICAHN does not transact business in the State of Oregon and ICAHN will not be deemed to be transacting business in the State of Oregon as a result of entering into or performing under this Agreement.

Arbitration: The Parties agree that any controversy, dispute, or disagreement arising as a consequence of or relating to this Agreement, the breach of this Agreement or the subject matter of this Agreement will be settled exclusively by binding arbitration, to be conducted in Springfield, Illinois, in compliance with the American Health Law Association Alternative Dispute Resolution Services Rules of Procedure for Arbitration, and which, to the extent of the subject matter of the arbitration, will be binding on all Parties to this Agreement and any other entity controlled by, in control of, or under common control with a Party to the extent that such affiliate joins in the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court then exercising proper jurisdiction. Any demand requesting arbitration under this Agreement will be submitted by the Party demanding the arbitration within thirty (30) days after the claims or controversy precipitating that arbitration arises. If the dispute relates to an interpretation of this Agreement, the Parties will continue to perform during the pendency of the arbitration proceeding. If the dispute relates to the termination of this Agreement, the Parties will not be obligated to perform during the pendency of the arbitration proceeding. The costs of arbitration, other than each Party's attorneys' fees, will be paid as determined by the arbitrator.

Effective Date: _____, 20__.

ICAHN:	Hospital:
The Illinois Critical Access Hospital Network	Name of Hospital:_____
By:_____ Name: Pat Schou Title: Executive Director	By:_____ Name: _____ Title: _____

THE ILLINOIS CRITICAL ACCESS HOSPITAL NETWORK

External Peer Review Agreement

Scheduled Fee Structure

ICAHN Administrative Services Fees

Routine Review	$250/record
Expedited Review	$300/record

ICAHN will submit payment to the reviewer from the administrative fees collected from the requesting hospital/clinic.

MORROW COUNTY HEALTH DISTRICT
Excellence In Healthcare

PO BOX 9
Heppner OR 97836
Tel: 541-676-9133
Toll Free: 1-800-737-4113
www.morrowcountyhealthdistrict.org

APPOINTMENT TO THE MEDICAL STAFF

NAME IN FULL: Song, Jianming DATE: 11/10/2022

OFFICE ADDRESS: Pioneer Memorial Hospital, 564 E Pioneer Dr, Heppner, OR 97836 TELEPHONE: (541) 676-9133

RESIDENCE ADDRESS: [redacted] TELEPHONE: [redacted]

PRIVILEGES DESIRED: Emergency Room (ER) and Inpatient

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. MOREVER, 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.

Song J 11/10/2022

APPLICANT SIGNATURE DATE

CHIEF OF STAFF SIGNATURE DATE

BOARD CHAIR SIGNATURE DATE

APPOINTMENT RECOMMENDED: ☐

APPOINTMENT NOT RECOMMENDED: ☐

APPOINTMENT DEFERRED: ☐

PROVIDER EMPLOYMENT AGREEMENT

This Provider Employment Agreement ("Agreement") is entered into this 1st day of March 2023 by and between the Morrow County Health District, a political subdivision of the State of Oregon ("District") and Mark Stevens, FNP ("Provider"). The commencement date of this Agreement shall be as set forth in Section 4.1.

RECITALS

A. Provider shall be licensed to practice medicine in Oregon. Failure to become licensed or maintain license shall render this contract NULL AND VOID.

B. District owns and manages rural health care clinics ("Clinics"); located at 130 Thompson, Heppner; 220 North Main, Irrigon; 365 West 3rd Street, Ione; 101 Kinkade Road, Boardman; and Pioneer Memorial Hospital and Nursing Facility ("Hospital") P.O. Box 9, 564 E. Pioneer Drive, Heppner. District provides medical services ("Professional Services") for patients of Clinics and Hospital.

C. District has a demonstrated need to employ Provider to provide Professional Services for patients of District and Provider desires to provide Professional Services for persons presenting at facilities of District, upon terms and conditions set forth herein.

D. It is the intent of the parties to comply with all laws, regulations, and requirements applicable to providers, clinics, hospitals, Medicare/Medicaid participants, and heath care providers in general and they have endeavored to fashion this Agreement in compliance therewith.

AGREEMENT

ARTICLE I – EMPLOYMENT

1.1 **Employment:** The District hereby employs Provider to provide Professional Services for patients of District, and Provider hereby accepts such employment, upon terms and conditions set forth herein. The Provider shall perform the following duties:

Pioneer Memorial Clinic	N/A
Irrigon Medical Clinic	N/A
Ione Community Clinic	N/A
Boardman Immediate Care	Coverage only as agreed upon.
ER (On Call)	Shared call with other providers as agreed upon.

Hospital Patients	As agreed upon and required if taking ER call.
Procedures	As needed and qualified to perform.

1.2 **Provider's Professional Qualifications:** Provider represents and warrants to District as follows:

a. Provider is or will become licensed to practice medicine in Oregon, and such license is in good standing, without restriction, probation, limiting condition or institution, or threat thereof, or of a proceeding seeking to impose a limitation;

b. Provider is has adequate training in Emergency Medicine and/or is Board certified in Emergency Medicine.

c. Provider holds an unrestricted DEA permit and an unrestricted right to participate in Medicare and Medicaid programs; and

d. The Medical Staff application executed by Provider, a copy of which is attached hereto as Schedule A, is complete, true, accurate, and correct.

1.3 **Provider's General Duties:** The following shall be among Provider's general duties:

a. "Provider shall abide by all policies, procedures, rules and regulations adopted, from time to time, by the District" that does not mitigate, violate, obstruct, compromise, or thwart Provider's professional, ethical, or moral tenants, ideals, or beliefs.

b. Ensure that any person accepted by the District for treatment receives prompt and appropriate medical treatment;

c. Conduct Provider's medical practice in a professional manner consistent with the applicable standards of care in the geographic area serviced by District (the "Community"), in accordance with the standards of applicable accrediting and certification bodies;

d. Follow the administrative written directives established from time to time by District;

e. Actively participate in District's initiatives to maintain and improve the quality, success, and reputation of the medical services provided by District;

f. Maintain an unrestricted DEA permit;

g. Maintain the right to participate in Medicare and Medicaid programs, without restriction, probation, or limiting condition;

h. Provide Professional Services to District's patients who are enrollees of HMOs, PPOs or other third party payer sponsored health plans (collectively the "Plans") in which District is a participating provider, and fully comply with all administrative requirements as well as requirements imposed upon District by such plans, unless such plan compromise medical care of the enrollee;

i. Such other duties as shall be mutually agreed upon by Provider and District; and

1.4 Status as Employee of District:

Provider is an employee of District. District shall assume responsibility for patients for treatment at District and Provider shall provide Professional Services to patients accepted for treatment by District unless in the Provider's best medical judgment determines it is in the patient's best interest to not accept said patient for care. Except as required by law, District shall not control or direct the specific medical decisions of Provider. In all matters concerning the performance and administration of this Agreement, the District shall act through the Chief Executive Officer.

1.5 Provider's Schedule:

a. Provider shall be available to provide Professional Services at District for such patient contact hours as agreed upon by Provider and District.

b. On call schedule for Provider and all Providers subsequently employed after the date of this Agreement will be mutually agreed upon. The District endeavors to publish ER schedules at least three months in advance. Provider shall work in good faith with District personnel to reach a mutually agreeable schedule.

c. In order to be considered “full-time” Provider must work at least seven (7) shifts per month. The expectation is that Provider shall work eight (8) shifts per month routinely.

d. Provider may provide Professional Services for entities other than District ("Outside Services") but will not compete against District. Income generated from Provider performance of **approved** Outside Services shall belong to Provider. Provider shall be solely responsible for all obligations and liabilities related to Outside Services. District consent to Provider providing Outside Services,

however, shall not in any way be construed as a waiver of its rights under the covenant not to compete referred to in Article V below.

e. District may assign, with consent, Provider to provide Professional Services at any District facility.

1.6 Compliance with Quality Standards Applicable to District Medical Staff Members:

a. Provider shall, in the performance of Provider's duties and obligations hereunder, comply with all bylaws, rules and regulations, policies, procedures and standards of conduct adopted, from time to time, by the Medical Staff of District.

b. Provider performance will be reviewed by District annually. The standards or criteria for such review shall be mutually agreeable by the District and the Provider. District shall not be in breach of this Agreement if it fails to conduct the performance evaluation within the stated time periods.

1.7 Inspection of Books: Provider may, upon minimum of 48 hours advance notice to District, inspect during normal business hours those books and records of District which are necessary to determine Provider's compensation.

1.8 Quality Assurance Programs: Provider shall cooperate with and participate in all quality assurance programs that may be established, created, or adopted for District.

1.9 Education: Provider shall attend continuing medical education programs as necessary to maintain Provider's license to practice medicine in Oregon, and other necessary permits and certifications.

1.10 Reports and Records: Provider shall promptly, completely, and accurately prepare and maintain (or cause to be promptly, completely, and accurately prepared and maintained) all reports, claims, correspondence, and records, including all medical records, as required by District related to Professional Services rendered by Provider at District, which reports, claims, correspondence records, and medical records shall belong solely to District. Failure to comply may result in suspension, termination, or fines pursuant to District policies.

Copies of all reports and records shall be made available to Provider at their request. Provider agrees to protect the confidentiality thereof pursuant to District policies.

1.11 **Notice of Actions:** Provider shall immediately notify District of any of the following actions:

a. Loss, suspension, or imposition of probationary status with respect to Provider's license to practice medicine in Oregon or any other jurisdiction or the scheduling of a hearing or conference regarding the same;

b. Any notice regarding the potential imposition or the actual imposition of a sanction upon Provider's right to practice medicine in Oregon or any other jurisdiction, including, but not limited to, the placing of Provider on monitored status;

c. Any notice regarding the potential imposition or the actual imposition of a sanction by any professional medical organization in which Provider is a member;

d. Probation, loss, suspension or reduction of Provider's clinical privileges at any other hospital or any other actions that affect Provider's medical practice at any other hospital;

e. Any notice regarding the potential or actual loss, suspension, or restriction upon Provider's DEA permit or the scheduling of a hearing or conference regarding the same;

f. Any notice regarding the potential or actual loss, suspension, or restriction upon Provider's ability to practice in Medicare or Medicaid programs or the scheduling of a hearing or conference regarding the same;

g. Provider conviction of a criminal offense; and

h. Provider's knowledge of any potential threatened or actual claim against Provider, District, or its employees.

ARTICLE II - RIGHTS AND DUTIES OF DISTRICT

2.1 **Rights and Duties of District:** District shall manage District in all aspects of operation. Such authority shall include, but not be limited to, the determination of Provider and non-Provider staffing levels. District shall provide all equipment, supplies, and non-Provider personnel required for operations of District as determined by District.

ARTICLE III - PROVIDER COMPENSATION AND BENEFITS

3.1 **Provider Compensation:** District shall compensate Provider in the amount of $115 per hour for Emergency Room and Hospital call coverage and hours worked. District recognized holidays well be paid at 1.5 times the hourly rate. All compensation to Provider shall be subject to normal payroll withholdings and deductions.

3.2 **Employee Benefits:** In order to be benefits eligible, Provider must be working fulltime, which for the purposes of this contract is defined as seven (7) or more 24-hour ER shifts per month. If Provider fails to maintain fulltime status, Provider shall not be considered fulltime and will not be benefits eligible. A grace period of no more than two (2) months may be granted to Provider for months in which fulltime status was not maintained for a no-fault, unforeseeable reason as determined by the District.

Subject to the provision above, District shall provide Provider with the benefits set forth in District personnel policy for non-union employees, which include: long term disability; Medical, Dental, and Vision insurance for Provider and immediate family members; and eligibility for MCHD retirement contribution (401a) and Tax-deferred programs (457 and 403b), which may be amended by the District from time to time as prescribed by law. (See attached Fulltime ER Provider Benefits Package for a description of benefits in place at the time this contract was issued.)

3.3 **Vacation, Sick Leave, Holidays, and Continuing Education:**

- No holiday leave is applicable.
- Provider shall accrue sick time as provided for under Oregon law.
- District shall be responsible for expenses associated with CME programs up to a maximum of $2,500 per year.
- Provider shall be granted 40 hours of paid CME time per year.
- Provider shall be granted 96 hours of paid vacation time per year.
- Approved vacation and CME days will count toward provider's working days for the purposes of benefit eligibility.

3.4 **Malpractice Insurance:** District shall provide Provider with medical malpractice insurance, current and extended endorsement (tail coverage), in amount, in form, and with an insurance company to be determined by District in its sole and absolute discretion but to be no less than $1 million/$3 million.

ARTICLE IV - TERM AND TERMINATION

4.1 **Term:** This Agreement shall commence no later than March 1, 2023 and shall continue through February 28, 2026 unless either party gives 90 days' notice of termination or resignation. Provider's employment may be terminated only for good cause shown or if District provides 90 days' notice of termination. A three-year renewal of this Agreement may be available to Provider if District does not provide notice of termination.

4.2 **Termination:**

a. District may terminate this Agreement for good cause without advance notice. "Good cause" shall include material breach of or failure to perform the terms of this Agreement; an unfavorable performance evaluation as provided in Section 1.6b; misconduct, including but not limited to conviction of a felony; or material misrepresentation or misstatement on the Medical Staff application incorporated herein by this reference or otherwise attached hereto as schedule A. Upon such termination, Provider shall be paid all compensation due to the date of termination.

b. This Agreement shall automatically terminate upon death of Provider or inability of District or Provider to complete any portion of this Agreement.

4.3 **Vacation of Premises:** Provider shall vacate District premises immediately upon termination of this Agreement and surrender to District all property of District, including but not limited to keys to District premises and all storage areas therein, computers, pagers, and cellular telephones.

ARTICLE V - COVENANT NOT TO COMPETE

5.1 **Covenant Not to Compete:** Provider agrees he/she has received proper and timely statutory notice of the following terms and conditions of employment in accordance with Oregon law, and has received a copy of this Agreement at least two weeks before signing same. For a period of 12 months after termination of Provider's employment, Provider shall not provide medical services of any kind in Morrow County. Unless otherwise permitted by the written consent of the District, Provider shall not, on their own account or as an employee, landlord, lender, trustee, associate, consultant, partner, agent, principal, contractor, owner, officer, manager, director, member or stockholder of any other capacity, directly or indirectly, in whole or in part, for a period of 12 months after termination of Provider's employment for any reason or under any circumstance:

a. Engage in any activities that are in competition with the District, including the operation of any medical practice or offering of any

medical services that are similar to services offered at the practice sites of the District at which Provider provided services during their employment and upon expiration or termination of their employment;

b. Hire, solicit or encourage the resignation of any employee of the company with whom Provider had a working relationship during that Provider's employment with the company;

c. Solicit or divert patients with whom the Provider had personal contact during such employment;

d. Influence or attempt to influence any payer, provider or other person or entity to cease, reduce or alter any business relationship with the District relating to any practice site; or

e. Influence or attempt to influence any person or entity who is a contracting party with the District during the time of their employment, or at any time thereafter during the non-competition period, to terminate any written or oral agreement with the District or any affiliate of the District.

In the event any arbitrator of court of competent jurisdiction should determine that any prohibition under this Article is unfair, illegal, or inequitable, it is the intention of the Parties that, once such determination is made, then this Article shall not be rendered void or unenforceable. Instead, the arbitrator or court shall scale down the time period and/or geographic area, as appropriate, so as to preserve the validity of this Article, in which this Article is to be deemed to have been intended by the Parties to exclude such excess time period and/or geographic area and otherwise be effective. This Article survives and shall remain enforceable after the termination or expiration of this Agreement.

Provider understands that this Article and compliance with same is a key condition to his/her employment with the District and that it is based on good and sufficient consideration, which the Parties hereby acknowledge. The parties recognize that irreparable injuries would occur in the event of a breach and there are substantial difficulties with estimating monetary and other consequential damages caused by a breach of this Article and, therefore, mutually agree that the District is entitled to immediately file suit for declaratory and/or equitable relief in Circuit Court seeking to immediately enjoin Provider from practicing medicine or proceeding with conduct that would be in violation of this Article. Provider also understands that this remedy is not the exclusive remedy available to the District and that the District may elect to pursue any other remedy authorized in the law, including but not limited to seeking disgorgement of Provider's profits acquired as a result of the breach, consequential damages, and/or any other losses, damages or injuries that result therefrom.

ARTICLE VI - MISCELLANEOUS

6.1 Patient Fees:

a. District, in its sole and absolute discretion, shall establish fees to be charged to patients of District. All such fees will be billed and collected solely by District and will belong to it.

b. Provider hereby assigns all rights, title, and interest Provider may have in payments for Professional Services to District and agrees not to bill separately or to in any way impair the right or ability of District to bill and collect for such services.

c. Provider shall cooperate with the District and execute any documentation necessary to effectuate the assignment of fees described herein.

6.2 Patient Records: District is the owner of all patient records. District shall have the right, subject to applicable law, to freely transfer patient records and other assets of District to any other party.

6.3 Arbitration: Any dispute concerning the interpretation, enforcement, implementation, termination, or damages for breach of this Agreement or agreements ancillary hereto shall be submitted to binding arbitration. All arbitration hearings shall be held in Heppner, Oregon and conducted pursuant to rules of the American Arbitration Association. The parties shall select an Arbitrator, and if the parties cannot agree on an Arbitrator within 30 days of a demand for arbitration, an Arbitrator shall be selected by the Presiding Judge of the Morrow County Circuit Court. The decision of the Arbitrator shall be enforced with the same effect as a decree of a court having competent jurisdiction. Any fees and expenses of the Arbitrator or Court Reporter assisting in any hearing shall be included in the award of damages to the prevailing party. The parties will pay their own respective costs and expenses, including attorney fees; provided, however, if a party fails to proceed with the arbitration, unsuccessfully challenges the Arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney fees, for having to compel arbitration or defend or enforce the award.

6.4 Assignments: This Agreement is personal to Provider. Nothing contained in this Agreement shall be construed to permit assignment of any Provider's rights or

delegation of Provider's duties under this Agreement and such assignment is expressly prohibited.

6.5 **Illegality/Severability:** If, for any reason, any part, or provision of this Agreement, including but not limited to, the covenant not to compete, or any provision relating to termination of this Agreement, shall be deemed by a court or by an Arbitrator pursuant to Section 6.3 above to be legally invalid or unenforceable, the validity of the remaining parts and provisions of this Agreement shall not be affected thereby and such provision(s) shall be deemed modified to the minimum extent necessary to make such provision(s) consistent with the applicable law. In its modified form, such provision(s) shall be enforceable.

6.6 **Notice:** Any notice or consent required or desired to be given with respect to this Agreement shall be in writing and shall be deemed delivered effective when personally delivered or three (3) days after it is deposited in the United States Mail, postage prepaid, registered or certified, and correctly addressed to the party intended to receive notice at the party's address set forth below, or such other addresses as a party may have specified by a prior written notice to the other party:

District:
Chief Executive Officer
Morrow County Health District
P.O. Box 9
564 E. Pioneer Drive Heppner, OR 97836

Provider:
Mark Stevens, FNP

6.7 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein, and it supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties, or their representatives insofar as the subject matter of this Agreement is concerned. There shall be no modifications hereunder unless it is in written form and signed by the parties. It is agreed by each of the parties that there have been no representations or warranties except those expressly contained in this Agreement.

6.8 **Compliance with Law:**

a. Medicare Disclosure Provision. For the purpose of implementing Section 1861(v)(1)(i) of the Social Security Act, as amended and any written regulation thereto, District agrees to comply with the following statutory requirement governing the

maintenance of documentation to verify the cost of services rendered pursuant to this Agreement. Until the expiration of four years after furnishing of the services provided under this Agreement, Provider shall, upon written request, make available to the Secretary of the US Department of Health and Human Services or, upon written or oral request make available to the US Comptroller General, and their representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of the cost of those services. If District, through its employee Providers, or contract Providers, carries out the duties of this Agreement through a subcontract for ten thousand dollars ($10,000) or more, over a twelve (12) month period, with a related organization, the subcontract will also contain an access clause to permit the Secretary, Comptroller General, and their representatives access to the related organizations, books, and records.

b. No Reciprocation Outside Agreement. The parties hereby acknowledge and agree that none of the benefits derived hereunder require or are in any way contingent upon the admission, recommendation, referral, or any other arrangement for the provision of any item or service by any of the parties to any entity or person, including but not limited to District. Further, no party hereto has entered into this Agreement with the intention of inducing or accepting inducement for such referrals.

c. Safe Harbor Regulations. The Department of Health and Human Services has promulgated final rules (the "Regulations") setting out certain "safe harbors," defining practices which will not be considered in violation of 42 CFR Section 1320(a)-7(b). The parties hereby wish to comply with these rules and have endeavored to fashion this Agreement in compliance therewith. Further, the parties hereby agree that this Agreement will automatically be amended so that its terms conform to any changes in the Regulations, or any future final rules establishing new "Safe Harbors." If, within sixty (60) days following issuance of such changes in the regulations or issuance of new rules, such amendments cannot be made or if the parties cannot agree how such amendments should be properly made, this Agreement will terminate immediately upon written notice by either party to the other party.

6.9 **Termination in the Event of Government Action:** If any legislation, rules, regulations or procedures are duly passed, adopted or implemented by any federal, state or local government or legislative body, or private agency, or if District or Provider receives notice of any actual or threatened decision, finding, or action by any governmental or private agency, court, or other third party (collectively referred to as "Action") which, if and when implemented, would have the effect of (i) denying expected reimbursement for all or a substantial portion of the professional fees

charged for professional services rendered by District, or (ii) subjecting Provider or District or any of their officers, directors, employees or agents to civil or criminal prosecution, or other adverse proceeding in relation to this Agreement, Provider and District shall attempt to amend this Agreement or alter the operation of District or Provider's practice herein in order to avoid the action. If the parties hereto, acting in good faith, are unable to make amendments or alterations to meet the requirements of the agency, court or third party in question in sufficient time to avoid the Action, or alternatively, the parties determine in good faith that compliance with such requirements is impractical or unfeasible, this Agreement shall immediately terminate.

6.10 **Governing Law:** The validity, interpretation, performance, remedies, and all other issues arising under or out of this Agreement shall be governed by Oregon law.

6.11 **Heading:** Headings have been inserted solely for the ease of use and shall not be used to interpret, qualify, or restrict provisions, which appear there under.

6.12 **Waiver:** Neither party shall be deemed to have waived any rights hereunder unless such waiver shall be in writing and signed by the party. No delay or omission on the part of any party in exercising any right shall waive such right. A waiver by a party of a breach of any provision of this Agreement shall not waive or prejudice the party's right to otherwise demand strict compliance with that or any other provision in the future.

6.13 **Provider May Not Act on Behalf of District:** It is specifically understood and agreed that Provider shall have no authority to act on behalf of or bind District with respect to any contract or agreement.

6.14 **Confidentiality:**

a. Except as required by law, no party hereto shall disclose this Agreement, the substance of either this Agreement or any information it shall acquire in the course of its performance hereunder to any person or entity who or which is not a party hereto, except to those employees or agents of either party, including accountants and attorneys, whose assistance is necessary to either party's performance of its respective duties and obligations hereunder. In the event that one of the parties hereto discloses the terms of this Agreement to any third party not authorized to receive said disclosures, such shall be grounds for immediate termination of this Agreement, as determined by District in its sole discretion.

b. All patient lists and demographic and marketing information regarding District's medical practice is the personal property of District and constitutes confidential trade secrets of District, which comprise the substance of District's business. The unauthorized use, reproduction, or dissemination or publication of such information constitutes a violation of District's exclusive right to the use of such information, and any action or attempt on the part of Provider to utilize such records for any purpose not specifically permitted hereunder shall give rise to a right to recover damages and obtain injunctive and any other relief available under Oregon law on the part of District. Provider expressly acknowledges and agrees that all patients to whom medical services may be rendered under the terms of this agreement are and will remain District's patients.

c. Any patient information received by or divulged to Provider with respect to patients of District is privileged and shall not be divulged except as required by law or as permitted by law for medical professional purposes, and in accordance with any applicable rules and regulations of District, without the prior express written permission of the patient.

6.15 District Right To Hire Other Providers and Engage in Other Businesses: District, at its sole and absolute discretion, shall have the right at any time to enter into agreements with any other Provider with whom District wishes to employ or contract with for the purpose of providing professional services to District's patients and to engage in any business or professional activities of any kind or nature whatsoever.

6.16 Agreement Creates No Ownership Rights: Except as specifically provided in this Agreement, Provider shall have no interest arising from or by reason of this Agreement in the ownership of the equipment, accounts receivable, medical and other patient records, books of account or other property of the District, including both tangible and intangible assets (including but not limited to any goodwill or going concern value associated with District's or any clinic's business or logos).

6.17 No Third-Party Liability: Except as otherwise provided by law or as specifically agreed by any person against whom a claim for payment may be asserted, the obligations of District hereunder shall be solely those of District and shall not be deemed or construed to create any obligation or liability on the part of any member of the District Board, officer, or Provider of District, any other individual or any other corporation or other entity or organization, regardless of any preexisting relationship between such individual, corporation, entity, or organization and District.

6.18 **Cooperation with Other District Providers:** Provider agrees to reasonably cooperate with the other Providers who are on the Medical Staff of District.

6.19 **Conduct:**

a. In accordance with District's zero tolerance to drugs policy, Provider agrees to abstain from the use of alcohol or drugs and from being under the influence of same during work hours, including while on call. Further, Provider acknowledges that the District's reputation would be adversely affected by any possession, manufacture, sale, or use of illegal substances or legal prescription medications without the appropriate license or prescription and illegal-use or abuse of alcohol even during non-working hours. Provider agrees to abstain from all such activities. Provider acknowledges that District conducts alcohol and drug screening for all new employees, and thereafter reserves the right to test for the use of alcohol or drugs for cause.

b. Provider agrees to conduct themselves at all times in a professional and ethical manner, reasonably calculated to build and maintain good relationships with other professionals, referral sources, coworkers, patients and patients' family members. Ability to work harmoniously and efficiently and effectively with others is a condition to Provider's employment.

6.20 **Resignation:** Provider agrees to give District a 90-day advance resignation notice in writing. District may terminate Provider's employment at any time following such notice if determined to be in the best interest of District. District will pay Provider through the notification period of 90 days if Provider was and remains in full conformance with all applicable District policies and provisions of this Agreement. At no time, including during the notification period, shall Provider:

a. Solicit District patients or inform District patients of their impending departure other than through District-authorized communication methods and content;

b. Offer employment or a contract to any District employee or contractor prior to one year after Provider's termination from employment by District or solicit or encourage any such person to leave the District;

c. Use District time to compete or to prepare to compete.

6.21 **Communications:** The parties agree to the following processes for an orderly separation of Provider and District in the event of termination of Provider's employment for any reason. District and Provider shall jointly prepare one or more

written communications, which may be used by either party to inform patients and others of Provider's departure and the effective date, and the name of the continuing District Provider who will assume responsibility for the specified patient's care or that of a group of patients. Such statements shall be without attribution of cause or reason for Provider's termination and without promotion or identification of any subsequent intended practice plans or employment or contract relationships with Provider. No other communication shall be made by Provider to District patients, managed care plans, self-insured employers, the media, or to business organizations concerning the matters of Provider's prior affiliation with the District, their termination or the reasons therefore, nor shall any such communication be made to other Providers within District's referral area except to the extent Provider is making a specific application for employment or contract with such a Provider and is required in the course thereof to explain the circumstances of their termination except for the purposes of future Provider credentialing. For a period of one year following their termination, Provider shall not solicit or otherwise seek to induce or encourage transfer of the business or patronage of any patient, third party payer, or arranger of medical care with whom Provider has had any contact during their District employment or for whose patients Provider has provided care in their District employment. The parties agree that the above provisions are reasonable and necessary to protect legitimate District interests in its reputation and its relationship with patients and other business sources, and that District would be irreparably injured by Provider's breach of these obligations and, District shall be entitled to an injunction in court or in arbitration to prevent such breach. District shall further be entitled to recover damages in the amount of injury to its reputation and lost revenue from Provider in the event of their breach of these obligations.

6.22 **Survival:** The covenants, representations, warranties, and provisions of this agreement shall survive termination and shall be fully enforceable thereafter in accordance with their terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

PROVIDER	**MORROW COUNTY HEALTH DISTRICT**
By: _____	**By: _____**
Mark Stevens, FNP	Emily Roberts, CEO
Date: _____	**Date: _____**

C & C Construction Services Inc
PO BOX 870
HERMISTON, OR 97838
#CCROOFSERVICES

Estimate

Date	Estimate #
1/18/2023	0021773

Name / Address
MORROW COUNTY HEALTH DISTRICT C / O Richard Hernandez PO BOX 9, HEPPNER OR 97836

Project

Description	Qty	Rate	Total
Address: 101 Kinkade Rd, Boardman, OR 97818 PROVIDE LABOR AND MATERIAL TO REMOVE TILE DOWN TO ROOF SHEATHING AND INSTALL THE FOLLOWING; IKO DYNASTY SHINGLES (HIGH WIND RESISTANCE) STARTER ULTRA HIGH PROFILE RIDGE KICK FLASHING AROUND THE FRONT ENTRANCE ICE WATER SHIELD AT EAVES & VALLEYS SYNTHETIC UNDERLAYMENT STYLE D-METAL NEW ROOF JACKS NEW 8- RVO-38 METAL VENTS W-VALLEY METAL DUMP FEES ADDRESS THE LEAK AREAS NEAR THE FRONT ENTRANCE ANY COMPONENTS NEEDED TO COMPLETE SCOPE OF WORK. DUE A MAGNETIC SWEEP OF PROPERTY TO INSURE NO FASTENERS ARE LEFT ON GROUND. REMOVE ALL DEBRIS CREATED BY SCOPE OF WORK. 10 YEAR LABOR WARRANTY ON INSTALLMENT ITEMIZED SHEATHING AS NEEDED OR NAIL-ABLE	1	25,950.00	25,950.00T
		Sales Tax (0.0%)	
		Total	

3% charge if paid with a credit card or debit card

OR CCB #159035 & WA # CCCONCS963DT

Signature To accept estimate _____

Phone #	E-mail	Web Site
541-720-1104	CESAR@CCROOFSERVICES.COM	WWW.CCROOFSERVICES.COM

C & C Construction Services Inc
PO BOX 870
HERMISTON, OR 97838
#CCROOFSERVICES

Estimate

Date	Estimate #
1/18/2023	0021773

Name / Address
MORROW COUNTY HEALTH DISTRICT C / O Richard Hernandez PO BOX 9, HEPPNER OR 97836

Project

Description	Qty	Rate	Total
PROVIDE LABOR AND MATERIAL TO INSTALL 7/16 OSB SHEATHING $2.03 SQ FT $65 OSB MAX PRICE $9,550	0	65.00	0.00T
PROVIDE LABOR AND MATERIAL TO INSTALL 1/2 CDX SHEATHING $2.34 SQ FT $75 CDX MAX PRICE $9,950	0	75.00	0.00T

Sales Tax (0.0%)	$0.00
Total	$25,950.00

3% charge if paid with a credit card or debit card

OR CCB #159035 & WA # CCCONCS963DT

Signature To accept estimate _____

Phone #	E-mail	Web Site
541-720-1104	CESAR@CCROOFSERVICES.COM	WWW.CCROOFSERVICES.COM

PALMER ROOFING

P.O. Box 9
Pendleton, OR 97801
541.276.6529 Fax 541.276.5578
OR. Lic. # 72077 - WA. Lic. # PALMERC941D7 - ID. Lic. # RCE-28619

January 3, 2023

Morrow County Health District
101 Kinkade Rd.
Boardman, OR 97818
541-300-0274
richardh@mocohd.org

Proposal

We hereby submit specifications and estimates to: Re-roof Tile Sections Only @ above address.

1.) **Provide Palmer Roofing Ten Year Workmanship Warranty & Manufacturers Material/Wind Warranty.**
2.) Remove existing roofing, clean area, and haul away all debris.
3.) Any structural repairs deemed necessary by building code and manufacturer warranty standards to be done and billed at $85 a man hour plus materials.
4.) Install Ice and Water Shield on all drip edges and Synthetic underlayment on balance of roof.
5.) Install custom manufactured pre-painted edge metal, pipe flashings, w-valley, and ventilation.
6.) Install shingle roof system of owner's choice, per manufacturer's specifications.
7.) Properly flash all roof edges, valleys, dormers, chimneys, skylights, pipes and vents.

Insert "X" on selected product line	ROOF SYSTEMS	Warranty	INVESTMENT
	Malarkey Windsor	Limited Lifetime - 140 mph	**$39,121.00**
X	**Malarkey Legacy**	Limited Lifetime - 130 mph	**$36,401.00**
	Malarkey Vista	Limited Lifetime - 130 mph	**$32,161.00**

Payable as follows: 1/2 down 1/2 upon completion

We welcome Visa & Master Card with a 3% surcharge. Initial Here _____

All work to be completed in a workmanlike manner according to standard practices. Any altercation or deviation from above specifications involving extra cost will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. The purpose of this proposal is to formalize an agreement between the person whose name appears above and Palmer Roofing. In the event that payment is not made as stated, a 1.5% finance charge per month will be added to the remaining balance. In the event that this agreement shall be default and placed with an attorney for collection, the owner agrees to pay all attorney fees and cost of collection. If this agreement is acceptable, sign, date and return. Upon receipt of signed contract we will initiate the work as soon as possible. Palmer Roofing does not have the equipment necessary to reposition any kind of satellite dish and will not be responsible for repositioning costs.

Note: This proposal may be withdrawn if not accepted within 5 days.

Authorized Signature: _____ **Date:** January 3, 2023
Shawn Wilson

Signature: _____ **Date:** _____

Thank you for the opportunity to serve your roofing needs.

Estimate

DANIEL TEJEDA
Siding & Roofing

32925 E Columbia Ln,

Hermiston, OR, 97838

(541) 571-3612

CUSTOMER INFO.

NAME:	CONTACT:	DATE:
Morrow County Health District	(541) 300-0274	01/20/2023
ADDRESS: 101 Kinkade RD Boardman, OR		

DESCRIPTION:

Remove existing tile roof down to roof deck (One layer) and replace with IKO Dynasty Architectural shingles (limited lifetime warranty). Replace pipe flashings, "d style" drip edge, and roof vents. Install ice & water barrier + synthetic underlayment per county code.

*Dry rotted sheathing to be replaced at $85 per sheet (OSB).

Labor, material, and garbage disposal included.

50% down required before job commencement.

Total due upon completion.

TOTAL: $49,640.00

OREGON CCB# 134638
Washington #DANIETS002C7

All prices valid for 15 days

CLARK KJOS

December 14, 2022

Nicole Mahoney, Chief Operations Officer
Morrow County Health District
564 E Pioneer Drive
Heppner, OR 97836

Subject: Boardman Urgent Care/Occupational Medicine Clinic Fee Proposal

Dear Nicole:

Thank you for asking us to provide architectural services on the above project. We look forward to this opportunity to serve you again. This amount will not be increased without your written authorization. Our fees are based on the Scope of Work as indicated below.

Scope of Work

The scope of work is the design of a remodel of the space currently used for Physical Therapy and Occupational Medicine at the MCHD Boardman Clinic building in Boardman, Oregon. The area affected is approximately 2,234 square feet. The space occupied by Murray's Boardman Pharmacy will remain intact. MCHD's goal is to provide a minimum of:

- Four exam rooms
- A patient toilet with specimen collection
- MA workspace for three
- A reception desk for one person
- An office to be shared by two providers
- Point-of-care testing lab
- Storage for clean supplies
- A housekeeping closet
- Soiled holding
- A hoteling space for a clinic manager
- Enlarging the lobby into a waiting room to allow for 8-10 patients
- A staff lounge
- Retain and enlarge the existing computer server room

The existing building is a one-story, wood-framed commercial building with crawl space and trussed hipped roof. The roof trusses are assumed to span the entire width of the building with no interior bearing walls.

No sitework or exterior alterations are assumed to be part of this project.

Process

The following narrative describes our understanding of the meetings, processes, and interactions for the project that will be included in the proposed phases of the work.

Schematic Design Phase

- The Functional Space Program will be refined based on the scope of work outlined above.
- CKA will develop up to three plan options for review with stakeholders.
- Stakeholders will choose one plan for further development and refinement.
- One site visit by Clark/Kjos and MFIA Engineers is included to verify existing conditions.
- Schematic Design phase is assumed to have no more than three meetings. Meetings are assumed to be screenshare web conference.
- CKA will develop a final schematic design plan with notes for user sign-off.
- MFIA will develop a narrative describing MEP basis of design for MCHD review at the end of Schematic Design.

Design Development Phase

- The Design Development phase is assumed to have no more than four design meetings with the user group to review design elements such as equipment and furniture placement, room layouts, casework locations and elevation design, finish types and selections, location and types of power and data outlets, location and types of plumbing fixtures, door hardware functions, special lighting and controls, HVAC requirements, and types and locations of washroom accessories such as paper towel dispensers.
- CKA will provide MCHD with options for interior finish materials to incorporate into the design.
- Existing mechanical, electrical and plumbing building infrastructure is assumed to be adequate to serve this tenant improvement without adding central HVAC or exhaust capacity, plumbing system capacity, or electrical feeders. Work beyond reconfiguring branch ducts, branch plumbing lines or local electrical wiring is not included.

Construction Documents and Permitting Phase

- The A/E team will coordinate with all groups established in the Design Development Phase.
- CKA and the mechanical, plumbing and electrical engineer will produce drawings and a project manual for permit review, contractor bidding and construction. Bid forms, bid advertising, bid opening, bid review and selection are assumed to be by MCHD.
- This scope includes answering questions regarding the scope shown in the drawings and project manual from the General Contractor(s) bidding on the project.
- This scope includes submitting the documents to Morrow County for building permit review and coordinating as required with the building department for permit approval.
- This scope assumes that this project will not be submitted for review to the Oregon Health Authority Facilities Planning and Safety.

Construction Administration and Closeout Phases

- CKA will process submittals and respond to contractor questions.
- CKA will participate in construction meetings/site visits remotely as requested.
- CKA and consulting engineers will visit the site at the completion of construction for a punch list. The contractor will be ready for the punch list with all work substantially complete, including finishes installed, ceilings installed, contractor-installed equipment and accessories installed, electrical devices installed, door hardware installed, and construction cleaning complete. We assume no more than two punch list visits.

- Record documents will be provided, based on markups of any changes by the contractor during construction.

Exclusions

- Electrical load testing or metering
- Design or documentation of site modifications
- Modification to the exterior of the building
- Cost estimating
- Energy study
- Acoustical testing, design or analysis except CKA will provide calculations to comply with OHA
- Signage design or permitting
- Redesigns due to value engineering
- Specification of new mechanical units
- Contractor coordination for bidding, pre-bid meetings, or walk-throughs aside from answering questions regarding the construction and permitting documents
- Commissioning mechanical systems
- Structural engineering

Structural Design Services

- None expected to be needed or included.

HVAC, Plumbing, and Electrical Services

- These services will be provided by MFIA Consulting Engineers for Mechanical, Plumbing and Electrical.

Information Technology Design

- The A/E team will coordinate with MCHD for information technology infrastructure and systems.

Fire Alarm and Fire Sprinkler Design

- Fire alarm system modification design to be provided by design/build contractor. The building does not have a fire sprinkler system and none will be included.

We propose to provide the above basic services billed at our standard hourly labor rates, to a maximum of **$65,702**. A billing rate schedule is attached.

Deliverables

Deliverable products of the above services include:

- Construction Documents including architectural and mechanical, electrical and plumbing drawings and project manual
- Revised drawings at completion of construction to reflect conditions as reported as built.

Additional Services

We are available to provide additional services upon request, with further written authorization.

Reimbursable Expenses

Reimbursable expenses will be billed in addition to the above. See the attached billing rate schedule.

Schedule

We will coordinate with you to develop a schedule that best meets your goals within our workload capacity.

Basic Services

This proposal represents the entire understanding between Morrow County Health District and Clark/Kjos Architects, LLC, with respect to the project and may only be modified in writing upon approval of both parties. If this proposal meets your approval, please sign and return one copy for our records and as our authorization to proceed. We would then develop an AIA Agreement based on the scope and assumptions outlined in this letter.

Please call if you have any questions regarding this proposal. We look forward to working with you on this project.

Sincerely,

Scott D Combs, AIA, Principal

Clark/Kjos Architects, LLC

APPROVED AND ACCEPTED BY:

Morrow County Health District

_____
Signature

_____
Printed Name

_____
Title

_____
Date

Enclosure CKA Billing Rate Schedule

CLARK KJOS

BILLING RATE SCHEDULE

Effective January 1, 2022

PERSONNEL

Principal	$195.00/hour
Senior Project Manager	$180.00/hour
Senior Planner	$160.00/hour
Project Manager	$160.00 - $180.00/hour
Project Architect	$145.00 - $160.00/hour
Job Captain	$130.00 - $140.00/hour
Senior Architectural Staff	$130.00/hour
Interior Designer	$110.00/hour
Architectural Staff	$90.00 - $100.00/hour
Clerical	$75.00/hour

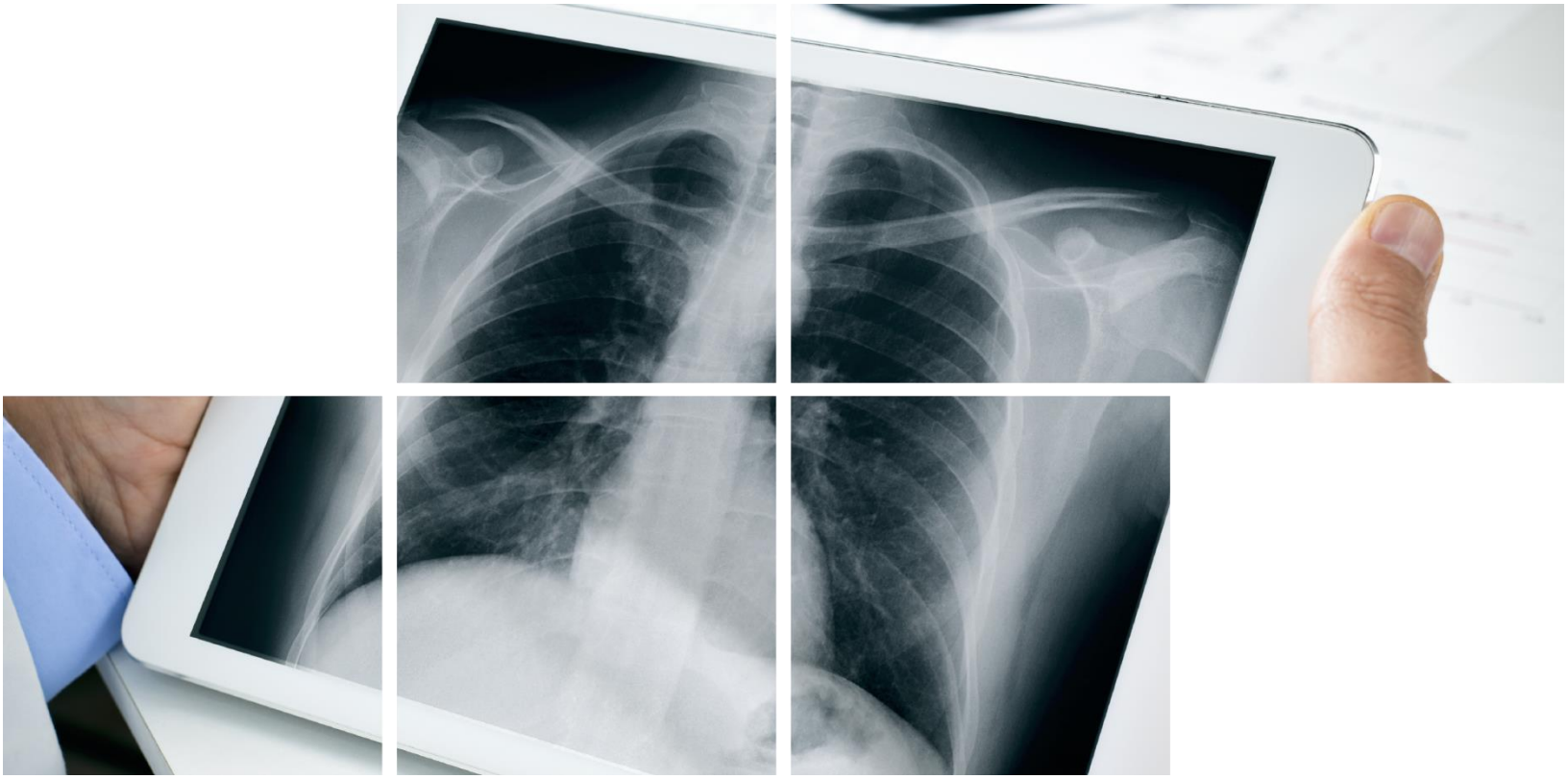
CONSULTANTS 1.1 x invoice

REIMBURSABLES

Plots – In-house	$5.00
Copies – In-house	.10
Project Expenses (Courier, reproduction, travel, per diem, etc.)	1.1 x invoice
Photographic expenses	1.1 x invoice
Mileage	current IRS rate

PROPOSAL/QUOTE

Date: January 25, 2023 **Budgetary Quote**
Presented by: Jacob Flores



NOVARAD®
HEALTHCARE ENTERPRISE IMAGING 1.877.688.2723 | www.novarad.net

Pioneer Memorial Hospital
Heppner, OR

January 25, 2023

QUOTE FOR: Pioneer Memorial Hospital (Morrow)
Jamie Hauck/Todd Schmidt

SECTION ONE
Prices Good for 45 Days

Pioneer Memorial Hospital, OR

NOVARAD	QTY	SET-UP	MONTHLY
RIS/HIS/EMR HL7 Interface Package includes: • ADT from Evident Thrive to Novarad • ORM from Evident Thrive to Novarad • ORU from Novarad to Evident Thrive • ORM w/URL Link for image enabled	1	$7,059	$220
Initial Set-up Fee		**$7,059**	
Monthly License Subscription Fee			**$220**

For all Novarad products, the initial Setup Fee includes: installation, implementation, system configuration & modality connections.

For all Novarad products, the Subscription Fee includes: software use license, software updates, PACS offsite backup, hardware refresh (if purchased) and 24/7 US-based support.

For all Third Party Products, the Setup and/or Monthly Fees, which provide coverage as specified within the respective quoted line item, may include: support, maintenance and updates. Such coverage is the responsibility of the third party unless otherwise specified within a respective quote line item or third party license agreement.

ANY APPLICABLE TAXES AND APPROPRIATE SHIPPING CHARGES ARE NOT INCLUDED ON THIS QUOTE AND WILL BE THE RESPONSIBILITY OF THE CUSTOMER.

100% PLUS TAX DUE WITH RECEIPT OF SALES ORDER

MONTHLY LICENSE SUBSCRIPTION FEE WILL BEGIN UPON PROJECT COMPLETION BY IMPLEMENTATION

Jacob Flores
Regional Director of Sales
NOVARAD®
Cell: 801.420.8229
Office: 801.642.1001
www.novarad.net • jacob.flores@novarad.net

Signature:_____ Date:_____

MORROW COUNTY HEALTH DISTRICT
BYLAWS

Adopted _____.

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ARTICLE 1
NAME, AUTHORITY, AND PRINCIPAL OFFICE

Section 1. Name

The name of this District shall be "Morrow County Health District."

Section 2. Authority

(a) This District, having been established September 2, 1994, by an order of creation from the Morrow County Court of the State of Oregon as a health district under the provisions of Oregon Revised Statutes Chapter 440, and since said time having been operated thereunder, these Bylaws are adopted in conformance therewith and subject to the provisions thereof.

(b) In the event of any conflict between these Bylaws and the Oregon Revised Statutes, the latter shall prevail. These Bylaws shall comply with all applicable federal, state and local laws and regulations. If any portion thereof is found to conflict with any local, state, or federal law or regulation, only that portion of the Bylaws shall be deemed null and void.

(c) These Bylaws shall be known as the "District Bylaws."

Section 3. Principal Office

The principal office for the transaction of the business of the District shall be located in the state of Oregon. The Board of Directors may, at any time, change the location of the registered office within Oregon. This District may also have offices at more than one location in Oregon.

ARTICLE 2
POWERS AND PURPOSE

Section 1. Powers

(a) This District has all powers necessary to carry out the purposes of ORS 440.315 through 440.410, including, but not limited to, the power:

(i) To provide directly or indirectly any physical or mental health related service.

(ii) To make any contract or agreement, to purchase and lease real and personal property, to enter into business arrangements or relationships with public or private entities and to create and participate fully in the operation of any business structure, including the development of business structures and arrangements for health care delivery systems and managed care plans.

(iii) To participate in community sponsored health screening, prevention, wellness, improvement or other activities that address the physical or mental health needs of district residents. Such participation may include clinical, financial, administrative, volunteer, or other support considered appropriate by the Board.

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(iv) To perform any other acts that in the judgment of the Board are necessary or appropriate to accomplish the purposes of ORS 440.315 through 440.410.

Section 2. Purpose

(a) The purpose of this District shall be in accordance with ORS 440.320 and may include, but is not limited to:

(i) To establish, maintain, and operate one or more health facilities or health services at any location within or without the territorial limits of the District for the benefit of the District and the people served by the District.

(ii) To acquire, maintain, and operate ambulances or ambulance services.

(iii) To establish, maintain, and operate, or provide assistance in the operation of health education programs, wellness and prevention programs, rehabilitation, aftercare, and such other health care services and organizations that are necessary for the maintenance of good physical and mental health in the communities served by the District.

ARTICLE 3
BOARD OF DIRECTORS

Section 1. Election

The election of Board members shall be conducted as provided by these District Bylaws and ORS Chapter 255.

Section 2. Positions

The Director positions shall be Position 1, Position 2, Position 3, Position 4, and Position 5.

Section 3. Qualifications

(a) No person shall be elected or appointed to the Board unless such person meets the qualifications for office set forth in these Bylaws.

(b) No person shall be eligible to be a Board member who is not at the time of election or appointment a legal resident of Morrow County and has been for at least one year.

(c) Persons employed by Morrow County Health District are not eligible to serve on the Board during their employment.

(d) If questions exist regarding the eligibility of any candidate, the Board shall obtain an opinion from legal counsel prior to swearing in such person.

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Section 4. Oath of Office

Each newly elected or appointed Board member shall take an oath of office at a Board meeting prior to assuming the duties of the position.

Section 5. Term

Except where the Board is filling a vacancy on the Board, terms of office shall begin on July 1 of years in which special district elections are permitted. Each Board member so elected shall serve for a term of four years.

Section 6. Vacancies

(a) Vacancies on the Board shall be filled by appointment by a majority of the remaining members of the Board. If a majority of the membership of the Board is vacant, or if a majority cannot agree, the vacancies shall remain open until such a majority can be reached.

(b) The period of service of a person appointed to fill a vacancy shall expire on the June 30 after the next regular District election at which a successor is elected. The successor shall be elected to serve the remainder, if any, of the term of the position for which the appointment was made. If the term for which the appointment was made expires June 30 after election of the successor, the successor shall be elected to a full term. In either case, the successor shall take office July 1 next following their election.

ARTICLE 4
BOARD POWERS AND RESPONSIBILITIES

Section 1. Powers

(a) The Board of Directors shall be responsible for the oversight of all operations and affairs of the District and its facilities according to the best interests of the public health. The Board of Directors shall make and enforce all rules and regulations necessary for the administration, governance, protection, and maintenance of hospitals and other facilities under its jurisdiction.

(b) Members of the Board of Directors shall and may exercise authority with respect to the District and its affairs only when acting as part of the Board of Directors and during Board of Directors' meetings or meetings of authorized committees of the Board of Directors, excepting the Chair of the Board of Directors, who is expected to confer with the District's Chief Executive Officer regarding Board of Directors' and committee agendas and other matters between scheduled meetings of the Board of Directors. As individuals, Directors may not commit the District to any agreement, act, or expenditure. Board Members do not have individual authority over hiring, discipline or other employee matters.

(c) No individual Board member may speak for or act on behalf of the Board or District, except as authorized to do so by official Board action as recorded in the official minutes, guidelines or resolutions of the District.

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(d) It is the policy of the Board of Directors to exercise those powers granted to it, and to carry out those duties assigned to it by law, in such a way as to best meet the needs of the District.

(e) Board members act as representatives of the citizens of the District. Therefore, Board members shall adhere to the highest ethical standards in the conduct of District business.

Section 3. Subordinate Organizations

The Board shall, by resolution, create a Medical Staff and any other subordinate organizations or committees that it may deem necessary to carry out the purposes of the District. The Board may delegate certain powers to the Medical Staff and other subordinate organizations in accordance with their respective bylaws. All powers and functions not expressly delegated in the Medical Staff Bylaws are to be considered residual powers still vested in the Board of Directors. The District Bylaws shall override any provisions to the contrary in any bylaws, rules, regulations, or policies of any of the subordinate organizations. In case of conflict, the provisions of the District Bylaws shall prevail.

Section 4. Delineation of Board and CEO Responsibilities

(a) The Board of Directors for the Morrow County Health District has direct responsibility only for the Chief Executive Officer (CEO). The CEO is delegated responsibility by the Board for the operation of the organization, the oversight of all staff, and for the oversight of the medical providers. In this role, the CEO will act within guidelines set by the Board.

(b) The CEO shall not allow any organizational activity, circumstance, or decision that is unlawful, imprudent, or in violation of commonly accepted health care administration ethics and practices.

(c) The CEO may not risk fiscal jeopardy or allow a material deviation of actual expenditures from the Board's priorities without prior discussion and approval from the Board.

(d) All Board members will participate in a performance evaluation of the Chief Executive Officer (CEO) at least annually. The evaluation will take place during an executive session and will include the establishment of goals for the coming year that are mutually agreed upon between the Board and the CEO.

Section 5. Compliance Officer Direct Report

(a) The District shall employ a Compliance Officer for the day-to-day administration and oversight of the District's Ethics and Compliance Program. The Compliance Officer shall make periodic reports directly to the Board regarding compliance matters and shall be authorized to report such matters to the Board at any time.

(b) The Board will participate in the recruitment, hiring, and annual performance evaluation of the Compliance Officer.

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ARTICLE 5
BOARD FIDUCIARY DUTIES

Section 1. Duty of Care

(a) Board members must discharge their duties with the care an ordinary prudent person in a like position would exercise under similar circumstances in accordance with ORS 65.357. Board members must act with common sense and informed judgment.

(i) Active participation. Board members must actively participate in the management of the organization including attending periodic meetings of the Board, evaluating reports, reading minutes and reviewing the performance of the Chief Executive Officer.

(ii) Reasonable inquiry. Board members should request and receive sufficient information so that they may carry out their responsibilities as Directors.

Section 2. Duty of Loyalty

(b) Board members have a duty to give their undivided loyalty to the District. Decisions regarding the District's funds and activities must promote the District's public purpose rather than private interest.

(i) Conflicts in general. While transactions between the District and individual Board members, their families, and businesses they own or operate should be avoided, they are not absolutely prohibited. Under certain circumstances, a contract or transaction between the District and a Board member in which the Board member has a material or financial interest is acceptable. However, if the transaction is challenged, the Board member will have the burden of establishing that the contract or transaction is fair and reasonable, that there was full disclosure of the conflict and that the contract or transaction was approved by the Board of Directors in good faith in accordance with ORS 65.361. The Board should only approve the transaction if it is clearly in the best interest of the District.

(ii) Written policy. The Board will observe the District's *Conflicts of Interest* policy. Board members will disclose financial interests and withdraw from discussion and voting when a conflict of interest arises. Any transactions benefiting a Board member may be approved only by a greater than majority vote. Board members will formally disclose any conflicts of interests or their business involvement with the District annually.

(iii) Loans. In general, the District may not lend money to an officer or director with one exception in which the law allows loans for executive relocation expenses under certain circumstances in accordance with ORS 65.364.

(iv) Corporate opportunity. Board members of the District are under a fiduciary obligation not to divert a corporate business opportunity for their personal gain. A Board

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member may not engage or benefit from a corporate opportunity that is available to and suitable for the District unless the District decides not to engage in the corporate opportunity and conflicts of interest procedures are followed.

Section 3. Duty of Obedience

Board members have a duty to follow the District's governing documents to carry out the District's mission and to ensure that funds are used for lawful purposes. Board members must comply with other state and federal laws that relate to the District and the way in which it conducts its business.

ARTICLE 6
BOARD OFFICERS

Section 1. Officers

(a) The officers of this District shall be Chair, Vice Chair, Treasurer, and Secretary who shall be chosen by the Board of Directors.

(b) There shall be a regular election of officers annually. Each officer so elected shall serve for a term of one year, provided that any officer may resign at any time or be removed by a majority vote of the Board at any regular or special meeting of the Board of Directors. In the event of a resignation or removal of an officer, the Board of Directors shall elect a successor to serve for the balance of that officer's unexpired term.

(c) The Board of Directors may also establish additional officers if it desires, and prescribe their duties, qualifications and terms of service provided such terms may not extend past the next regular election of officers.

Section 2. Chair

(a) The Board of Directors shall elect one of its members to act as Chair, as set forth in Section 1 of this Article, and if at any time the Chair shall be unable to act, the Vice Chair shall take the Chair's place and perform the Chair's duties. If the Vice Chair shall also be unable to act, the Board of Directors may appoint someone else to do so, in whom shall be vested, for the time being, all the functions and duties of the office of the Chair. The Chair, or officer acting as such, shall:

(i) Preside over all the meetings of the Board of Directors.

(ii) Call Special Meetings of the Board as described by the Oregon Public Meetings Law.

(iii) Consult with the CEO regarding the preparation of each Board meeting agenda.

(iv) Sign and execute in the name of the District all contracts and all other instruments in writing which have been authorized by the Board of Directors. The Board of Directors may, by resolution, designate any other person or persons to execute in the name of

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the District all contracts and all other instruments in writing which have been authorized by the Board of Directors.

(v) Have the same right as other members of the Board to discuss and to vote on questions before the Board.

Section 3. Vice Chair

In the absence or inability of the Chair to serve, the Vice Chair shall perform the duties of the Chair. The Vice Chair shall have such titles, perform such other duties, and have such other powers as the Board of Directors shall designate from time to time.

Section 4. Treasurer

The Treasurer shall ensure that the CEO has assigned staff to keep correct and accurate accounts of the property and financial records and transactions of the District, and in general, supervise or perform all duties incident to the office of Treasurer and such other duties as may be prescribed by the Board of Directors or as required by law. All duties of the Treasurer will be delegated to the Chief Financial Officer.

Section 5. Secretary

The Secretary shall ensure that the CEO has assigned staff to keep the minutes of all meetings of the Board of Directors, send or cause to be sent appropriate notices and agendas for all meetings of the Board of Directors, and exercise such other powers and perform such other duties as may be prescribed by the Board of Directors or as required by law.

ARTICLE 7
BOARD MEETINGS

Section 1. Preparation for Board Meetings

(a) The Agenda and any supplemental documents to be considered shall be given to each member at least twenty-four hours prior to any regularly scheduled Board meeting.

(b) The proposed Agenda will simultaneously be distributed to local news media and posted at one or more locations convenient for review by District personnel and the public.

Section 2. Board Meeting Agenda

(a) The CEO shall draft the Agenda after conferring with the Board Chair. The following general order shall be observed:

(i) Call to Order

(ii) Public Comments

(iii) Approval of Meeting Minutes

(iv) CEO Report and Executive Team Dashboard

(v) Consent Agenda

(vi) New Business

(vii) Old Business

(viii) Executive Session

(ix) Adjourn

Section 3. Notice of Meetings

(b) Public notice shall be provided, reasonably calculated to give actual notice to interested persons including news media which have requested notice, of the time and place for all regular meetings in accordance with ORS 192.640. The notice shall include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects.

(c) If an executive session only will be held, the notice shall be given to the general public and to news media which have requested notice, stating the specific provision of law authorizing the executive session.

(d) No special meeting shall be held without at least twenty-four hours' notice to the general public and to news media which have requested notice.

(e) In case of an actual emergency, a meeting may be held upon such notice as is appropriate to the circumstances, but the minutes for such a meeting shall describe the emergency justifying less than twenty-four hours' notice.

Section 4. Location of Meetings

All meetings shall be held in accordance with ORS 192.630 and within the geographic boundaries of the District, except for training sessions held without any deliberative action. No meeting shall be held in any place where discrimination on the basis of race, creed, color, sex, age, national origin, or disability is practiced.

Section 5. Electronic Communications

(a) Notice and opportunity for public access shall be provided when meetings are conducted by electronic means in accordance with ORS 192.670.

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(i) For nonexecutive session meetings held by telephone or other electronic means of communication, the public shall be provided at least one place where individuals may listen to the meeting by speakers or other devices upon request. In the alternative, the public may be provided with the access code or other means to attend the meeting using electronic means.

(ii) The media shall be provided access to a listening location whenever executive sessions are conducted electronically upon request, unless such executive sessions are exempt from media attendance pursuant to the Public Meetings Law. In the alternative, the media may be provided with the access code or other means to attend the meeting using electronic means.

Section 6. Accommodations for the Hearing Impaired

(a) The District shall provide interpreters for the hearing impaired at Board meetings, in accordance with the following rules:

(i) The District shall make a good faith effort to have an interpreter for hearing impaired persons provided at any regularly scheduled meeting if the person requesting the interpreter has given the District at least forty-eight hours' notice of the request, provided the name of the requester, the requester's sign language preference, and any other relevant information which the District may require.

(ii) If a meeting is held upon less than forty-eight hours' notice, the District shall make reasonable efforts to have an interpreter present.

(iii) The requirement for an interpreter does not apply to emergency meetings.

(iv) The Chief Executive Officer shall have the responsibility for making the required good faith effort to arrange for attendance of an interpreter at any meeting for which an interpreter is requested.

Section 8. Board Meeting Conduct

(a) All meetings shall be conducted in accordance with the Oregon Public Meetings Law.

(b) Presiding officer. The Chair shall preside at Board meetings. In the Chair's absence, the Vice Chair shall preside. If both the Chair and Vice Chair are absent, the Board shall select one of the attending Board members to preside.

(c) Authority to conduct meetings. The Chair or other presiding officer at any Board meeting shall have full authority to conduct the meeting. Meetings shall be conducted in such a manner as to provide a full and fair opportunity for discussion of the issues in an efficient and timely manner. Any decision of the Chair or other presiding officer at the meeting may be overridden by a majority vote of the Board.

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(d) Public participation. If public participation is to be a part of the meeting, the presiding officer may regulate the order and length of appearances, and limit appearances to presentations of relevant points. Persons failing to comply with the reasonable rules of conduct outlined by the presiding officer, or causing any disturbance, may be asked or required to leave. Failure to do so, such persons becomes trespassers.

(e) Electronic equipment. The authority to control the meetings of the Board extends to control over equipment such as cameras, tape recorders, and microphones. The presiding officer shall inform persons attending any meeting of the Board of reasonable rules necessary to assure an orderly and safe meeting. The physical comfort and safety of members of the Board and the public attending the meeting shall be of primary concern in formulating such rules.

(f) Recording of votes. Votes shall be recorded. Any member may request that their vote be changed, if such request is made prior to consideration of the next order of business.

(g) Quorum requisites. Three Board members shall constitute a quorum. If only a quorum is present, a unanimous vote shall be required to take final action.

(h) Vote explanations. Members of the Board may append to the record, at the time of voting, a statement indicating either the reason for their vote or abstention.

(i) Conflicts of interest. In the event of a conflict of interest, a member of the Board shall declare such conflict and abstain from voting. In the event any member of the Board has had any ex parte contact regarding a matter, the member shall declare such contact prior to participating in any vote on the matter. An ex parte communication occurs when a Board member in a quasi-judicial proceeding communicates, directly or indirectly, with any person or party in connection with a matter before the Board, absent of notice and opportunity for all parties to participate. The term ex parte literally means “one-sided.”

Section 9. Executive Sessions

(a) Executive sessions shall be held only for the purposes described in ORS 192.660.

(b) The Board shall not take any votes during any executive session, nor make any final decisions during any executive session. This policy, however, shall not prohibit full discussion of Board members views during executive sessions.

(c) The Chair or other presiding officer shall announce the statutory authority for the executive session before going into closed session. Once the executive session has been convened, the Chair shall direct any representatives of the news media who are present not to report certain specified information from the executive session.

(d) Board members, staff and other persons present shall not discuss or disclose executive session proceedings outside of the executive session without prior authorization of the Board as a whole.

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Section 10. Meeting Minutes

(a) The Board shall keep written minutes of all of its meetings in accordance with the requirements of ORS 192.650. Minutes of public meetings shall include at least the following information:

(i) All members of the Board present.

(ii) All motions, proposals, resolutions, orders, ordinances and measures proposed and their disposition.

(iii) Results of all votes.

(iv) The substance of any discussion on any matter.

(v) Subject to ORS 192.445 - 192.502 relating to public records, a reference to any document discussed at the meeting.

(b) Minutes of executive sessions shall be kept separately from minutes of public meetings. Minutes of executive sessions may be kept in writing, in the same manner as minutes of public sessions.

ARTICLE 8
DISCLOSURE AND RETENTION OF MINUTES

Section 1. Disclosure

(a) Written minutes of public sessions shall be made available to the public within a reasonable time after the meeting in accordance with ORS 192.650.

(b) If disclosure of material in the executive session minutes would be inconsistent with the purpose for which the executive session was held, the material may be withheld from disclosure. No executive session minutes may be disclosed without prior authorization of the Board and in accordance with ORS 192.650.

Section 2. Retention

Any written minutes of public Board meetings or executive sessions shall be retained by the District until such time as their disposal is authorized by the State Archivist pursuant to ORS 192.105.

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