



**Board Meeting Agenda
May 20, 2024 at 6:30 p.m.**

In Person	Irrigon City Hall 500 NE Main Ave, Irrigon, OR 97844
Zoom	https://us06web.zoom.us/j/83037870739?pwd=jMH5cEukFZWnJW2qXybbD4aRBWo6Xa.1 Meeting ID: 830 3787 0739 Passcode: 701996

1. Call to Order

2. Oath of Office – New Board Member

3. 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.

4. Approval of Meeting Minutes

- A. April 29, 2024 – Regular Session

5. Reports

- A. Board of Directors Dashboard – Emily Roberts
- B. Financial Report – Nicole Mahoney
- C. EMS Stats – Emily Roberts

6. New Business

- A. Proposed Budget
- B. Community Benefit Request
- C. Hospice Medical Director Agreement
- D. Clinic Provider Contract
- E. Medical Staff Privileges
- F. Physical Therapy Contract – Home Health
- G. Physical Therapy Contract – Hospital
- H. Marcam Associates Agreement

7. Executive Session

Members of the news media may attend executive sessions, with limited exceptions. News media are instructed not to report about what happened in executive sessions.

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!

- 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).

8. Open Session

9. Adjourn

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Meeting	Board of Directors		
Date / Time	April 29, 2024 at 6:30 p.m.	Location	Pioneer Memorial Clinic Conference Room 130 Thompson Street, Heppner, OR 97836
Chair	Diane Kilkenny	Recorder	Sam Van Laer
Board Members	Present: Diane Kilkenny, Stephen Munkers, Scott Ezell		
Attendees	Staff: Emily Roberts, Nicole Mahoney, Julie Baker, Sam Van Laer Press: None		

<p>Mission Bring essential health services to our rural communities that meet the unique needs of the people we serve.</p>	<p>Vision Be the first choice for quality, compassionate care, and lead the way in promoting wellness and improving health in our communities.</p>	<p>Values Integrity, Compassion, Quality, Respect, Financial Responsibility</p>
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Agenda Item	Minutes
1. Call to Order	Diane Kilkenny called the meeting to order at 6:30 p.m.
2. Public Comments	None
3. Approval of Meeting Minutes A. March 25, 2024 – Regular Session B. April 10, 2024 – Special Session C. April 17, 2024 – Special Session	MOTION: Scott Ezell moved to approve the minutes for the March 25, 2024 regular session, the April 10, 2024 special session, and the April 17, 2024 special session as presented. Stephen Munkers seconded the motion. The motion passed unanimously by all Board members present.
4. CEO Report & Dashboard - Emily Roberts	The CEO Report and Dashboard was presented by Emily Roberts (see Board packet). Robert reports significant improvement in CAHPS scores.
5. Financial Report - Nicole Mahoney	Nicole Mahoney presented the District’s monthly financials (see Board packet). Mahoney reviewed the operating income statement and reported that the District received its Medicare lump sum payment.
6. Consent Agenda A. EMS Stats – March 2024	Emily Roberts presented the Consent Agenda (see Board packet). The Board acknowledged the consent agenda.
7. New Business	
A. Board Vacancy	Emily Roberts presented the applications received for the Board vacancy (see Board packet). Diane Kilkenny thanked the applicants for submitting their interest. MOTION: Scott Ezell made a motion to appoint Donna Rietmann to the open Board position. Stephen Munkers seconded the motion. The motion passed unanimously by all Board members present.

<p>B. H2OEO</p>	<p>Emily Roberts presented materials submitted to the Board by H2OEO (see Board packet) as the H2OEO representative did not make it to the meeting. H2OEO asked for the District’s endorsement. Diane Kilkenny reported that the Board agrees with the clean water mission, but cannot pay to endorse any particular group. Kilkenny reiterated that the District supports clean drinking water and H2OEO is welcome to present in the future.</p>
<p>C. ADP Service Agreement</p>	<p>Emily Roberts presented the bids for an electronic human resources and payroll system (see Board packet). The District currently has a payroll system that must be replaced when the District transitions to the new Cerner EHR because the current payroll system is connected to the Thrive EHR that will be discontinued. Roberts reported that the District is in need of HR and payroll expertise as a growing organization and recommends ADP. Roberts sent the ADP Service Agreement to Board members via email for review prior to the Board meeting and it is not included in the Board packet as the District is only able to disclose the agreement via a public records request.</p> <p>MOTION: Stephen Munkers made a motion to authorize Emily Roberts to execute the service agreement, including addendums. Scott Ezell seconded the motion. The motion passed unanimously by all Board members present.</p>
<p>D. Marcam Service Agreement</p>	<p>Nicole Mahoney presented the bids for revenue cycle services (see Board packet). Mahoney reports that these services will include a contracted biller to assist with revenue cycle through the EHR transition. Mahoney recommends Marcam Associates due to their expertise in the Cerner EHR and presented the Marcam Service Agreement to the Board for review.</p> <p>MOTION: Scott Ezell made a motion to accept the Marcam Service Agreement as presented. Stephen Munkers seconded the motion. The motion passed unanimously by all Board members present.</p>
<p>E. Hospice Quality Program</p>	<p>Emily Roberts presented the Hospice Quality Program measures (see Board packet). Pioneer Memorial Hospice’s quality measures require Board of Director approval in compliance with 42 CFR § 418.58. The Hospice program proposes to utilize the quality measure, Hospice Visits in the Last Days of Life (HVLDL).</p> <p>MOTION: Scott Ezell made a motion to accept the quality measure as presented. Stephen Munkers seconded the motion. The motion passed unanimously by all members present.</p>
<p>F. ER Provider Contract Renewal</p>	<p>Emily Roberts presented the ER Provider Contract Renewal for Dr. Metzler (see Board packet). Roberts reported that the renewal includes addendums for Dr. Metzler’s roles as the EMS Supervising Physician as well as the ER and Trauma Director for the hospital.</p> <p>MOTION: Stephen Munkers made a motion to approve the employment agreement with Dr. Metzler as presented. Scott Ezell seconded the motion. The motion passed unanimously by all Board members present.</p>

<p>G. Capital Loan</p>	<p>Nicole Mahoney presented information about a capital loan from Bank of Eastern Oregon. Mahoney reports that the District will be financing the new EHR and other EHR implementation expenses as a capital loan as allowed by the updated GASB rules. Mahoney recommended a 10-year loan term with a fixed interest rate that can be paid early without penalty or refinanced if the market is favorable. Mahoney reports that the loan terms still need to be reviewed by the lender’s internal loan committee.</p> <p>MOTION: Stephen Munkers made a motion authorizing the capital loan up to one million with a 10-year term, upon the approval of the lender’s internal loan committee, and the approved signers for the loan to be Emily Roberts and Diane Kilkenny. Scott Ezell seconded the motion. The motion passed unanimously by all Board members present.</p>
<p>8. ADDITION TO THE AGENDA: Provider Recruiting Update</p>	<p>Emily Roberts reported that Vicki Kent is retiring in October and a very promising candidate is being interviewed next week. Roberts also reported that Dr. Schaffer is moving in August and there is one internal physician candidate considering the position.</p>
<p>9. Executive Session</p>	<p>At 7:45 p.m. Diane Kilkenny called to order Executive Sessions under:</p> <p style="padding-left: 40px;">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)</p> <p>Kilkenny states that members of the news media may attend executive sessions, with limited exceptions. News media are instructed not to report about what happened in executive sessions.</p> <p>The Executive Session adjourned at 8:06 p.m.</p>
<p>10. Adjourn</p>	<p>With no further business to come before the Board, regular session adjourned at 8:06 p.m.</p> <p>Minutes taken and submitted by Sam Van Laer. Approved _____.</p>

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MORROW COUNTY HEALTH DISTRICT

Excellence in Healthcare

May 2024

HUMAN RESOURCES	
Turnover Rate (Rolling 3 Months)	5.5%
Vacancy Rate	12.1%
Number of Open Positions	12
Newly Created Open Positions	1

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).

FINANCIAL		
Days Cash on Hand	47	Goal ≥ 90
Days in AR	97	Goal ≤ 60

*Financial stats reflect last month's data due to early Board meeting.

RURAL HEALTH CLINICS				
MEASURE	PMC	ICC	IMC	BIC
Third Next Available (Current Month)	5	2	5	N/A
Total Visits (Previous Month)	412	136	398	114

"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 1 2024	Qtr 4 2023	Qtr 3 2023
Boardman Immediate Care	91% N = 11	0% N = 1	86% N = 7
Ione Community Clinic	97% N = 31	91% N = 11	100% N = 10
Irrigon Medical Clinic	76% N = 33	81% N = 31	83% N = 47
Pioneer Memorial Clinic	86% N = 42	85% N = 41	73% N = 30
NRC Average	84%		

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

	Qtr 1 2024	Qtr 4 2023	Qtr 3 2023
Boardman Immediate Care	100% N = 11	100% N = 1	86% N = 7
Ione Community Clinic	97% N = 32	100% N = 11	100% N = 10
Irrigon Medical Clinic	85% N = 33	90% N = 31	96% N = 47
Pioneer Memorial Clinic	85% N = 41	95% N = 40	93% N = 30
NRC Average	91%		

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

	Qtr 1 2024	Qtr 4 2023	Qtr 3 2023
ER Adult	88%	94%	100%
	N = 16	N = 16	N = 3
NRC Average	67%		
Bed Size 6 - 24 Average	79%		

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

	Qtr 1 2024	Qtr 4 2023	Qtr 3 2023
ER Adult	75%	92%	100%
	N = 16	N = 13	N = 3
NRC Average	67%		
Bed Size 6 - 24 Average	77%		

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

	Qtr 1 2024	Qtr 4 2023	Qtr 3 2023
ER Pediatric	100%	100%	No Data
	N = 1	N = 1	N = 0
NRC Average	*Insufficient data to benchmark.		

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

	Qtr 1 2024	Qtr 4 2023	Qtr 3 2023
ER Pediatric	0%	100%	No Data
	N = 1	N = 1	N = 0
NRC Average	*Insufficient data to benchmark.		

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 1 2024	Qtr 4 2023	Qtr 3 2023
Inpatient	100%	86%	80%
	N = 5	N = 7	N = 5
NRC Average	72%		
Bed Size 6 - 24 Average	81%		

Would you recommend this hospital to your friends and family?

	Qtr 1 2024	Qtr 4 2023	Qtr 3 2023
Inpatient	80%	71%	60%
	N = 5	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 1 2024	Qtr 4 2023	Qtr 3 2023
Hospital	100%	75%	50%
	N = 3	N = 4	N = 2
NRC Average	71%		
Bed Size 6 - 24 Average	81%		

Would you recommend this hospital to your friends and family?

	Qtr 1 2024	Qtr 4 2023	Qtr 3 2023
Hospital	100%	50%	50%
	N = 3	N = 4	N = 2
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

PIONEER MEMORIAL CLINIC - APRIL 2024

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	Total
Dr. Schaffer	Patient Hours Available	8	8	8	7				8	8	8	8				8	8	8	8				8	8						8	8	127
	Patients Seen	14	14	15	7				15	11	9	8				18	13	8	7				15	12						11	15	192
	No Shows	0	0	1	0				0	0	2	0				2	0	0	1				0	0						0	0	6
	Patient Cancellations	0	6	1	2				0	0	0	1				1	0	0	0				0	1						0	1	13
	Clinic Cancellations	0	0	0	0				0	0	0	0				0	0	0	0				0	0						0	0	0
	Pts. Per Available Hour	1.8	0.0	1.9	1.0				1.9	1.4	1.1	1.0				2.3	1.6	1.0	0.9				1.9	1.5						1.4	1.9	1.5
	No Show Rate	0%	0%	6%	0%				0%	0%	18%	0%				10%	0%	0%	13%				0%	0%						0%	0%	3%
	Patient Cancel Rate	0%	30%	6%	22%				0%	0%	0%	11%				5%	0%	0%	0%				0%	8%						0%	6%	6%
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	Total
Amanda Roy, PA	Patient Hours Available			7.6	6.6	8					8	8	9					8	8	8					8	8	8					95.2
	Patients Seen			16	9	9					17	12	18					9	13	13					16	17	15					164
	No Shows			1	0	1					0	2	0					1	0	0					2	1	1					9
	Patient Cancellations			0	2	0					0	1	0					0	1	0					0	1	2					7
	Clinic Cancellations			0	0	0					0	0	0					0	0	0					0	0	0					0
	Pts. Per Available Hour			2.1	1.4	1.1					2.1	1.5	2.0					1.1	1.6	1.6					2.0	2.1	1.9					1.7
	No Show Rate			6%	0%	10%					0%	13%	0%					10%	0%	0%					11%	5%	6%					5%
	Patient Cancel Rate			0%	18%	0%					0%	7%	0%					0%	7%	0%					0%	5%	11%					4%
Clinic Cancel Rate			0%	0%	0%					0%	0%	0%					0%	0%	0%					0%	0%	0%					0%	

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Rebecca Humphries	Patient Hours Available		8	8	5.3	8			8		8	8				8		4					8		8	8					8	97.3
	Patients Seen		5	4	3	3			4		6	4				4		3					3		6	6					5	56
	No Shows		0	0	1	1			0		0	2	0			1		1					0		0	1					0	7
	Patient Cancellations		0	0	0	0			1		1	1				2		0					0		0	0					1	6
	Clinic Cancellations		0	0	0	0			0		0	0				0		0					0		0	0					0	0
	Pts. Per Available Hour		0.6	0.5	0.6	0.4			0.5		0.8	0.5				0.5		0.8					0.4		0.8	0.8					0.6	0.6
	No Show Rate		0%	0%	25%	25%			0%		0%	29%				14%		25%					0%		0%	14%					0%	10%
	Patient Cancel Rate		0%	0%	0%	0%			20%		14%	14%				29%		0%					0%		0%	0%					17%	9%
Clinic Cancel Rate		0%	0%	0%	0%			0%		0%	0%				0%		0%					0%		0%	0%					0%	0%	

Occ. Health	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
MA Chargeable Visit	Patients Seen	0	0	0	0	0			0	0	0	0	0			0	0	0	0	0			0	0	0	0	0			0	0	0

PMCTOTALS	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	Total
	Patient Hours Available	8	16	23.6	18.9	16			16	8	24	24	9			16	8	20	16	8			16	8	16	16	8			8	16	319.5
	Patients Seen	14	19	35	19	12			19	11	32	24	18			22	13	20	20	13			18	12	22	23	15			11	20	412
	No Shows	0	0	2	1	2			0	0	2	4	0			3	0	2	1	0			0	0	2	2	1			0	0	22
	Patient Cancellations	0	6	1	4	0			1	0	1	3	0			3	0	0	1	0			0	1	0	1	2			0	2	26
	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
	Pts. Per Available Hour	1.8	1.2	1.5	1.0	0.8			1.2	1.4	1.3	1.0	2.0			1.4	1.6	1.0	1.3	1.6			1.1	1.5	1.4	1.4	1.9			1.4	1.3	1.3
	No Show Rate	0%	0%	5%	4%	14%			0%	0%	6%	13%	0%			11%	0%	9%	5%	0%			0%	0%	8%	8%	6%			0%	0%	5%
	Patient Cancel Rate	0%	24%	3%	17%	0%			5%	0%	3%	10%	0%			11%	0%	0%	5%	0%			0%	8%	0%	4%	11%			0%	9%	6%
	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%

IONE COMMUNITY CLINIC - APRIL 2024

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	Total
Eileen McElligott	Patient Hours Available	8	8		8				8	8		8				8	8		8				8	8		8				8	8	112
	Patients Seen	12	14		7				10	11		11				9	4		10				7	8		14				11	8	136
	No Shows	0	0		0				0	0		0				0	0		0				0	0		0				0	0	0
	Patient Cancellations	0	0		0				0	0		1				0	0		0				0	0		0				2	2	5
	Clinic Cancellations	0	0		0				0	0		0				0	0		0				0	0		0				0	0	0
	Pts. Per Available Hour	1.5	1.8		0.9				1.3	1.4		1.4				1.1	0.5		1.3				0.9	1.0		1.8				1.4	1.0	1.2
	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%		8%				0%	0%		0%				0%	0%		0%				15%	20%	4%
	Clinic Cancel Rate	0%	0%		0%				0%	0%		0%				0%	0%		0%				0%	0%		0%				0%	0%	0%

IRRIGON MEDICAL CLINIC - APRIL 2024

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	Total	
Jamie Reed, LCSW	Patient Hours Available	8	8	8	8					8	8	8				8	8	8	8					8	8	8				8	8	128	
	Patients Seen	3	3	4	5					3	3	2				7	2	1	4					4	5	4				3	7	60	
	No Shows	0	1	1	1					1	2	0				0	1	0	0					0	0	1				2	1	11	
	Patient Cancellations	1	0	0	0					1	0	1				0	0	0	1					0	0	0				0	0	4	
	Clinic Cancellations	0	0	0	0					0	0	0				0	0	0	0					0	0	0				0	0	0	
	Pts. Per Available Hour	0.4	0.4	0.5	0.6					0.4	0.4	0.3					0.9	0.3	0.1	0.5					0.5	0.6	0.5				0.4	0.9	0.5
	No Show Rate	0%	25%	20%	17%					20%	40%	0%					0%	33%	0%	0%					0%	0%	20%				40%	13%	15%
	Patient Cancel Rate	25%	0%	0%	0%					20%	0%	33%					0%	0%	0%	20%					0%	0%	0%				0%	0%	5%
Clinic Cancel Rate	0%	0%	0%	0%					0%	0%	0%					0%	0%	0%	0%					0%	0%	0%				0%	0%	0%	
Jon Watson, PA	Patient Hours Available	8	8	8	8				8	8	8	8				8							8	8	8	8				8	8	120	
	Patients Seen	22	17	17	19				17	21	17	16				15							19	15	23	15				19	21	273	
	No Shows	1	1	3	3				4	0	1	3				2							0	3	4	3				0	1	29	
	Patient Cancellations	2	3	4	0				2	1	0	2				1							3	0	0	5				3	0	26	
	Clinic Cancellations	0	0	0	0				0	0	0	0				1							0	0	0	0				0	0	1	
	Pts. Per Available Hour	2.8	2.1	2.1	2.4				2.1	2.6	2.1	2.0				1.9							2.4	1.9	2.9	1.9				2.4	2.6	2.3	
	No Show Rate	4%	5%	13%	14%				17%	0%	6%	14%				11%							0%	17%	15%	13%				0%	5%	9%	
	Patient Cancel Rate	8%	14%	17%	0%				9%	5%	0%	10%				5%							14%	0%	0%	22%				14%	0%	8%	
Clinic Cancel Rate	0%	0%	0%	0%				0%	0%	0%	0%				5%							0%	0%	0%	0%				0%	0%	0%		
Vicki Kent, FNP	Patient Hours Available				4	5	8												8	8					8	8					48		
	Patients Seen				14	10													14	5					8	14						65	
	No Shows				0	0													0	0					3	0						3	
	Patient Cancellations				0	1													1	1					5	2						10	
	Clinic Cancellations				0	0													0	3					0	0						3	
	Pts. Per Available Hour				1.8	1.3													1.8	0.6						1.0	1.8					1.4	
	No Show Rate				0%	0%													0%	0%						19%	0%					4%	
	Patient Cancel Rate				0%	9%													7%	11%						31%	13%					12%	
Clinic Cancel Rate				0%	0%													0%	33%						0%	0%						4%	
Occ. Health	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total	
MA Chargeable Visit	Patients Seen	0	0	0	0	0			0	0	0	0				0	0	0	0	0			0	0	0	0	0			0	0	0	
IMC TOTALS	Patient Hours Available	16	16	16	24	8			8	16	16	16				16	8	8	16	8			8	16	16	24	8			16	16	296	
	Patients Seen	25	20	21	38	10			17	24	20	18				22	2	1	18	5			19	19	28	27	14			22	28	398	
	No Shows	1	2	4	4	0			4	1	3	3				2	1	0	0	0			0	3	4	7	0			2	2	43	
	Patient Cancellations	3	3	4	0	1			2	2	0	3				1	0	0	2	1			3	0	0	10	2			3	0	40	
	Clinic Cancellations	0	0	0	0	0			0	0	0	0				1	0	0	0	3			0	0	0	0	0			0	0	4	
	Pts. Per Available Hour	1.6	1.3	1.3	1.6	1.3			2.1	1.5	1.3	1.1				1.4	0.3	0.1	1.1	0.6			2.4	1.2	1.8	1.1	1.8			1.4	1.8	1.3	
	No Show Rate	3%	8%	14%	10%	0%			17%	4%	13%	13%				8%	33%	0%	0%	0%			0%	14%	13%	16%	0%			7%	7%	9%	
	Patient Cancel Rate	10%	12%	14%	0%	9%			9%	7%	0%	13%				4%	0%	0%	10%	11%			14%	0%	0%	23%	13%			11%	0%	8%	
Clinic Cancel Rate	0%	0%	0%	0%	0%			0%	0%	0%	0%				4%	0%	0%	0%	33%			0%	0%	0%	0%	0%			0%	0%	1%		



MORROW COUNTY HEALTH DISTRICT

Excellence in Healthcare

PROPOSED BUDGET OVERVIEW For FY 2024-2025

May 10, 2024

The accompanying budget is an estimate based on current operations, upcoming projected changes in staffing, services, vendor contracts and fiscal strategic priorities as of this date. Preparation of this budget reflects information provided by all departments, considers current and historical analysis, new projections and capital outlay costs with related debt.

This budget is presented in the cash based format consistent with prior years and current state reporting requirements. New this year, the capital project costs encompass the change to governmental accounting rules for the recording of subscription based assets for electronic health record contract expenses. In the budget documents attached, total resources and expenditures are identified in summary and also by department. There is a projected net change in cash of \$1,025,457, which puts the budgeted gain on the operating/income statement just above break-even at \$47,464 (see below) and stays on course with the District's fiscal goal to re-build cash on hand to 90 days to improve financial stability.

Budgeted FY 24-25 Operating/Income Statement

GROSS PATIENT REVENUE	\$13,581,656
Net Contractual Adjustments	<u>2,455,678</u>
NET PATIENT REVENUE	\$16,037,334
TAX REVENUE	\$ 3,608,171
OTHER REVENUE	<u>991,839</u>
TOTAL ANNUAL REVENUE	<u>\$20,637,344</u>
SALARY & BENEFITS EXPENSE	\$13,670,838
OTHER OPERATING EXPENSE	5,843,865
DEPRECIATION EXPENSE	1,025,177
COMMUNITY BENEFIT GRANT EXP	<u>50,000</u>
TOTAL ANNUAL EXPENSES	<u>\$20,589,880</u>
PROJECTED GAIN	<u>\$ 47,464</u>

Budgeted gross patient revenues for FY 2024-25 are conservatively estimated at 30% or \$5.9 million less than FY 2023-2024 budgeted volumes. This reduction is due in part to the reduced ambulance revenue but also due to current ytd revenue in other departments. With current Medicare hospital daily rates high enough to cover operating costs, the total annual cost based claim adjustments are set to out-pace normal contractual write-offs and bad debt and come in as a net increase to revenue of \$2.4M. Total budgeted operating expenses for FY 2024-25 are down 15% over current annual budgeted totals, including salaries and benefits.

Due to the uncertainty of the provision of Ambulance services across the County as of the completion date of this proposed budget, the District's ambulance and emergency medical services are projected out for the entire year as if operations will continue as they are currently. A portion of the budgeted tax proceeds are being used to subsidize the Emergency Medical Services Director position to allow for the continued training and licensing of Quick Response Team employees located across the County, emergency preparedness planning for the district, annual training drills and community CPR classes. The tax proceeds also support maintaining four full-time EMS staff, that also work as care technicians in the hospital and emergency room, maintaining ambulances, supplies, and pharmaceuticals so they can perform facility patient transfers to/from Pioneer Memorial Hospital and are ready to respond from Irrigon, Boardman, Lone, or Heppner if needed.

The current tax base and operating tax levy are anticipated to generate just over \$3.6M, an increase of less than \$30K from last year's estimate, and are used not only to subsidize ambulance and EMS services but also the operating losses of every service line offered by the health district, including all clinics, hospital and emergency room, home health and hospice. It is not uncommon for every rural provider to need tax or government subsidies to stay open, especially in the current environment of rising operational costs.

Attached is a planned capital purchases list and debt service loan summary, that includes the portion of the new capital loan proceeds that will be recorded in fiscal year 2024-25. Capital grants that were not secured for a specific purpose as of this date were not included and neither was the capital outlay for that project as to not inflate the income anticipated for the year. If grants are secured during the year the board can choose to amend the budget as needed.



**MORROW COUNTY
HEALTH DISTRICT**
Excellence in Healthcare

**PROPOSED BUDGET
Fiscal Year 2024-2025**

**Morrow County Health District
FY 2024- 2025 Budget
Resources**

Historical Data 2021-2022	Historical Data 2022-2023	Adopted FY 2023-24	Resource Description	Proposed FY 2024-25	Adopted FY 2024-25
9,301,381	9,488,723	11,506,828	Hospital	9,168,000	
1,088,831	1,089,083	1,197,309	Home Health & Hospice	1,150,794	
624,170	772,283	852,373	Boardman Ambulance	0	
446,390	659,496	754,284	Irrigon Ambulance	0	
0	0	0	Ione Ambulance	0	
870,199	1,177,434	1,476,198	Heppner Clinic	1,102,022	
1,352,021	1,519,865	2,316,566	Irrigon Clinic	1,148,612	
NA	541,049	1,026,878	Boardman Immediate Care	727,153	
291,102	308,295	442,250	Ione Clinic	285,075	
815,889	1,872,288	272,271	Other Revenue	283,299	
997,814	494,664	1,541,487	Donations & Grants	160,000	
35,425	129,332	125,000	Interest Income	96,500	
348,906	332,124	302,900	Community Service Fees	278,200	
197,257	228,265	210,000	340B Retail Pharmacy Net Revenue	173,840	
867,500	0	755,000	Operating, Capital, Long & Short Term Loans	545,000	
17,236,885	18,612,901	22,779,344	<i>Total Resources Except Taxes</i>	15,118,495	0
2,568,197	3,379,550	3,578,486	Property Taxes including Local Option Levy	3,608,171	
			Amounts from Prior Year Cash Reserve	0	0
\$19,805,082	\$21,992,451	\$26,357,830	Total Resources	\$18,726,666	\$0

**Morrow County Health District
FY 2024-2025 Budget
Expenditures**

Historical Data 2021-22	Historical Data 2022-23	Adopted FY 2023-24	Expenditure Description	Proposed FY 2024-25	Adopted FY 2024-25
11,630,433	13,075,407	14,140,681	Hospital	13,869,405	
1,141,800	1,368,969	1,455,198	Home Health & Hospice	1,332,982	
756,250	1,095,589	1,054,449	Boardman Ambulance	0	
358,224	843,257	1,038,077	Irrigon Ambulance	0	
22,515	29,606	18,799	Ione Ambulance & Lexington EMS	0	
1,381,374	1,886,322	1,659,114	Heppner Clinic	1,568,240	
1,309,196	1,745,312	1,842,412	Irrigon Clinic	1,406,609	
NA	1,019,693	1,465,467	Boardman Immediate Care	857,542	
220,090	282,350	314,369	Ione Community Clinic	479,925	
10,778	38,382	50,000	Community Benefit Grants	50,000	
712,222	-468,998	375,338	Contractual Adjustments/Settlements & Bad Debt	-2,455,678	
772,708	617,540	2,509,961	Capital Purchases	365,007	
0	0	0	Capital Lease Principal Reduction	0	
1,140,900	316,315	187,742	Long & Short Term Debt Principal Reduction	227,177	
\$19,456,490	\$21,849,744	\$26,111,607	Total Expenditures	\$17,701,209	\$0
\$348,592	\$142,707	\$246,223	Net Increase/(Decrease) in Cash	\$1,025,457	\$0

**MORROW COUNTY HEALTH DISTRICT
REVENUE DETAIL BY DEPARTMENT
FISCAL YEAR 2024-2025**

FY 2024-25 Proposed

FY 2024-25 Adopted

	<u>Inpatient</u>	<u>Outpatient</u>	<u>TOTAL</u>	<u>Inpatient</u>	<u>Outpatient</u>	<u>TOTAL</u>
NURSING (1)	1,264,234	106,393	1,370,627			0
EMERGENCY/PROF FEES	107,021	1,605,385	1,712,406			0
AMBULANCE	0	159,691	159,691			0
CENTRAL SUPPLY	18,007	52,220	70,227			0
LABORATORY	70,537	2,156,734	2,227,271			0
EKG/TREADMILL	1,213	81,015	82,228			0
RADIOLOGY-XRAY	27,226	699,323	726,549			0
CT SCAN	39,244	964,513	1,003,757			0
PHARMACY	295,508	1,178,292	1,473,800			0
PROCEDURE	0	0	0			0
RESPIRATORY THERAPY	31,691	73,418	105,109			0
THERAPIES	201,940	34,395	236,335			0
HOSPITAL TOTAL	2,056,621	7,111,379	9,168,000	0	0	0
HOME HEALTH		498,797	498,797			0
HOSPICE		651,997	651,997			0
BRDMAN AMBULANCE		0	0			0
IRRIGON AMBULANCE		0	0			0
IONE AMBULANCE		0	0			0
HEPPNER CLINIC		1,102,022	1,102,022			0
IRRIGON CLINIC		1,148,612	1,148,612			0
BOARDMAN IMM CARE		727,153	727,153			0
IONE CLINIC		285,075	285,075			0
OTHER DEPTS TOTAL		4,413,656	4,413,656		0	0
GRAND TOTAL	\$2,056,621	\$11,525,035	\$13,581,656	\$0	\$0	\$0
NURSING (1)						
ACUTE, ICU, OBSERVATION	334,872	106,393	441,265			0
SWING BED	259,952	0	259,952			0
SWING BED NF	669,410	0	669,410			0
TOTAL	1,264,234	106,393	1,370,627	0	0	0

**MORROW COUNTY HEALTH DISTRICT
EXPENDITURE DETAIL BY DEPARTMENT
FISCAL YEAR 2024-2025**

	<u>FY 2024-25 PROPOSED</u>			<u>FY 2024-25 ADOPTED</u>		
	<u>S & B</u>	<u>OTHER</u>	<u>TOTAL</u>	<u>S & B</u>	<u>OTHER</u>	<u>TOTAL</u>
NURSING (1)	3,373,200	353,982	3,727,182			0
EMERGENCY/PROF SERVICES	1,385,836	370,449	1,756,285			0
AMBULANCE	70,744	46,241	116,985			0
CENTRAL SUPPLY	193,438	69,955	263,393			0
LABORATORY	435,516	578,540	1,014,056			0
EKG/TREADMILL	0	4,400	4,400			0
RADIOLOGY-XRAY	362,599	171,729	534,328			0
CT SCAN	27,428	136,805	164,233			0
PHARMACY	0	575,119	575,119			0
PROCEDURE	0	0	0			0
RESPIRATORY THERAPY	0	2,800	2,800			0
THERAPIES	0	30,630	30,630			0
DIETARY	141,873	144,243	286,116			0
LAUNDRY	28,564	5,204	33,768			0
HOUSEKEEPING	152,725	18,221	170,946			0
PLANT	293,034	252,984	546,018			0
BUSINESS OFFICE	512,317	544,635	1,056,952			0
MEDICAL RECORDS	119,417	1,560	120,977			0
ADMINISTRATION (2)	1,828,749	1,636,470	3,465,219			0
HOSPITAL TOTAL	8,925,440	4,943,965	13,869,405	0	0	0
HOME HEALTH/HOSPICE (3)	1,080,510	252,472	1,332,982			0
BOARDMAN AMBULANCE	0	0	0			0
IRRIGON AMBULANCE	0	0	0			0
IONE AMBULANCE	0	0	0			0
LEXINGTON EMS	0	0	0			0
HEPPNER CLINIC	1,361,039	207,201	1,568,240			0
IRRIGON CLINIC	1,155,512	251,097	1,406,609			0
BOARDMAN IMM CARE	710,955	146,587	857,542			0
IONE CLINIC	437,382	42,543	479,925			0
OTHER DEPTS TOTAL	4,745,398	899,900	5,645,298	0	0	0
GRAND TOTAL	\$13,670,838	\$5,843,865	\$19,514,703	\$0	\$0	\$0
ACUTE, ICU, OBSERVATION	3,373,200	325,152	3,698,352			0
SWING BED	0	4,500	4,500			0
SWING BED NF	0	24,330	24,330			0
NURSING (1)	3,373,200	353,982	3,727,182	0	0	0
INFO SYSTEMS	138,989	553,254	692,243			0
ACCOUNTING	226,280	95,495	321,775			0
ADMINISTRATION	1,463,480	987,721	2,451,201			0
ADMINISTRATION (2)	1,828,749	1,636,470	3,465,219	0	0	0
HOME HEALTH	471,260	149,303	620,563			0
HOSPICE	609,250	103,170	712,420			0
HOME HEALTH/HOSPICE (3)	1,080,510	252,472	1,332,982	0	0	0

**Morrow County Health District
Detail of Capital Purchases
for July 1, 2024 - June 30, 2025**

CAPITAL PURCHASES	COST	METHOD OF PAYMENT
Cerner Electronic Health Record Costs + Implementation/First Year	\$ 339,795	Loan (Cost is reduced by the interest portion of Subscription based assets)
Network Switch (2)-Irrigon Medical Clinic	\$ 10,000	Cash on Hand
Network Switch (1)-Boardman Immedicate Care	\$ 5,000	Cash on Hand
Network Switch (1)-Pioneer Memorial Clinic	\$ 5,000	Cash on Hand
Wiring for Network - Pioneer Memorial Clinic	\$ 5,212	Cash on Hand
TOTAL CAPITAL PURCHASES FOR BUDGET	\$365,007	

**Morrow County Health District
Detail of Long/Short Term Loans & Leases
for July 1, 2024 - June 30, 2025**

LONG & SHORT TERM DEBT SUMMARY	PRINCIPAL PAYMENTS	INTEREST PAYMENTS	MATURITY DATE
BEO USDA REFINANCE LOAN	\$28,965	\$30,339	2042
BEO LOAN - BOARDMAN BUILDING	\$18,472	\$2,488	2028
MORROW CO LOAN-BOARDMAN BUILDING	\$10,269	\$506	2028
IRRIGON CLINIC REMODEL LOAN	\$49,295	\$9,809	2028
BEO LOAN - HOSPITAL BOILERS	\$14,756	\$180	2024
BEO LOAN - BOARDMAN AMBULANCE	\$24,119	\$421	2025
MORROW CO EQUITY FUND LOAN - CHURCH	\$6,586	\$688	2031
CONSTRUCTION IN PROGRESS CAPITAL LOAN	NA	\$2,500	2024
CAPITAL LOAN	\$74,715	\$59,414	2034
TOTALS	\$227,177	\$106,345	
CAPITAL LEASES SUMMARY	PAYMENTS		MATURITY DATE
NONE			
	\$0		



May 1, 2024

Re: Funding Proposal for Willow Creek Water Park

Dear Morrow County Health District,

The Willow Creek Water Park (WCPD), in partnership with Morrow County School District (MCSD), is working to provide a Kids Swim Free program during the 2024 pool season. MCSD is providing funding to support free pool access for all students who attend the Morrow County School District along with incoming Kindergarteners and graduating seniors. We are grateful for this partnership and opportunity to make our community pool more accessible to those who enjoy it most.

Unfortunately, this grant funding is limited to children only enrolled in the Morrow County School District. WCPD serves children from all of Morrow County - including students from Ione Community School, North Morrow County children, the homeschooling community, and visiting families from out of the area.

WCPD is requesting the Health District's support to help make pool access free to all kids this summer. In addition to Kids Swim Free, WCPD needs a new AED for our facility, two new lifeguard rescue tubes, and a new megaphone for pool safety and emergency announcements.

The Community Pool is a safe, supervised environment for children to spend their free time in the summer. It provides a place to socialize, exercise, and improve their swimming skills. Spaces like our Water Park are an important part of the public safety, health and well-being of children in our county.

Our total request is \$7,150.00. Please find the budget attached with more detailed information.

Thank you for your consideration.

Sincerely,

Katie Murray
Administrative Manager
Willow Creek Park District



Funding Proposal
Kids Swim Free & Equipment Request
Willow Creek Water Park

1. \$35 individual pass for each child
 - a. Total x150 children = \$5,250.00
2. New AED
 - a. \$1,500.00
3. New Lifeguard Tubes
 - a. 2x = \$150
4. New Megaphone
 - a. 1x = \$250

Total = \$7,150.00

PHYSICIAN EMPLOYMENT AGREEMENT - HOSPICE

This Physician Employment Agreement ("Agreement") is entered into this 1st day of June, 2024 by and between the Morrow County Health District, a political subdivision of the State of Oregon ("District") and Christine Seals ("Physician"). The commencement date of this Agreement shall be as set forth below.

RECITALS

- A. Physician shall be licensed to practice medicine in Oregon. Failure to become licensed or maintain license shall render this contract NULL AND VOID.
- B. District has a demonstrated need to employ Physician to provide Professional Services for patients of the District and Physician desires to provide Professional Services for patients of the District, upon terms and conditions set forth herein.
- C. It is the intent of the parties to comply with all laws, regulations, and requirements applicable to physicians, clinics, hospitals, Medicare/Medicaid participants, and health 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 Physician to provide Professional Services for patients of the District, and Physician hereby accepts such employment, upon terms and conditions set forth herein. The Physician shall provide the following:

Medical Directorship of the District's hospice program, including: completing certifications and re-certifications of terminal illness, acting as a member of the interdisciplinary group, providing patient care services via telehealth, ordering medications, providing after-hours call as agreed upon between Provider and District, and providing supervision to hospice nurse practitioners. Other hospice-related duties may be added as agreed upon between Provider and District.

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

- a. Physician is 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. Physician holds an unrestricted DEA permit and an unrestricted right to participate in Medicare and Medicaid programs; and
- c. The Medical Staff application executed by Physician is complete, true, accurate, and correct.

1.3 Status as Employee of District: Physician is an employee of District. District shall assume responsibility for patients for treatment at District and Physician shall provide Professional Services to patients accepted for treatment by District unless in the Physician'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 Physician. In all matters concerning the performance and administration of this Agreement, the District shall act through the Chief Executive Officer.

1.4 Compliance with Standards Applicable to District Medical Staff Members: Physician shall, in the performance of Physician'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 District.

1.5 Reports and Records: Physician 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 Physician at District, which reports, claims, correspondence records, and medical records shall belong solely to District. Failure to comply may result in suspension or termination pursuant to District policies.

1.6 Notice of Actions: Physician shall immediately notify District of any of the following actions:

- a. Loss, suspension, or imposition of probationary status with respect to Physician'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 Physician's right to practice medicine in Oregon or any other jurisdiction, including, but not limited to, the placing of Physician on monitored status;
- c. Any notice regarding the potential imposition or the actual imposition of a sanction by any professional medical organization in which Physician is a member;
- d. Probation, loss, suspension or reduction of Physician's clinical privileges at any other hospital or any other actions that affect Physician's medical practice at any other hospital;
- e. Any notice regarding the potential or actual loss, suspension, or restriction upon Physician'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 Physician's ability to practice in Medicare or Medicaid programs or the scheduling of a hearing or conference regarding the same;
- g. Physician conviction of a criminal offense; and
- h. Physician's knowledge of any potential threatened or actual claim against Physician, District, or its employees.

ARTICLE II - PHYSICIAN COMPENSATION

3.1 Physician Compensation: The District agrees to compensate the Physician according to the following schedule:

- \$1500 per month stipend for Medical Director services.
- \$150 per hour of direct patient care.

3.2 Malpractice Insurance: District shall provide Physician 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 III - TERM AND TERMINATION

4.1 Term: This Agreement shall commence on June 1, 2024 and shall continue unless either party gives 60 days' notice of termination or resignation. Physician's employment may be terminated only for good cause

shown or if District provides 60 days' notice of termination.

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. Physician hereby assigns all rights, title, and interest Physician 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. Physician 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 Physician. Nothing contained in this Agreement shall be construed to permit assignment of any Physician's rights or delegation of Physician'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

Physician:

Christine Seals, MD

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, Physician 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 physicians, or contract physicians, 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 Physician 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 Physician 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, Physician and District shall attempt to amend this Agreement or alter the operation of District or Physician'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 Physician May Not Act on Behalf of District: It is specifically understood and agreed that Physician shall have no authority to act on behalf of or bind District with respect to any contract or agreement.

6.14 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.

Christine Seals, MD

Date

Emily Roberts, CEO

Date

NURSE PRACTITIONER EMPLOYMENT AGREEMENT

This Nurse Practitioner Employment Agreement ("Agreement") is entered into this 21st day of May, 2024 by and between the Morrow County Health District, a political subdivision of the State of Oregon ("District") and Candace Degenstein, ARNP ("Nurse Practitioner"). The commencement date of this Agreement shall be as set forth in Section 4.1.

RECITALS

- A. Nurse Practitioner 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; 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 Nurse Practitioner to provide Professional Services for patients of District and Nurse Practitioner 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 Nurse Practitioners, clinics, hospitals, Medicare/Medicaid participants, and health 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 Nurse Practitioner to provide Professional Services for patients of District, and Nurse Practitioner hereby accepts such employment, upon terms and conditions set forth herein. The Nurse Practitioner shall provide the following:

Pioneer Memorial Clinic	Occasionally may be asked to fill in based on need/volumes.
Irrigon Medical Clinic	Normal work week is to be 2 days and will be determined by consultation between Nurse

Practitioner and District.

Ione Community Clinic Occasionally may be asked to fill in based on need/volumes.

Boardman Immediate Care Occasionally may be asked to fill in based on need/volumes.

1.2 Nurse Practitioner's Professional Qualifications: Nurse Practitioner represents and warrants to District as follows:

- a. Nurse Practitioner 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. Nurse Practitioner holds an unrestricted DEA permit and an unrestricted right to participate in Medicare and Medicaid programs; and
- c. The Medical Staff application executed by Nurse Practitioner, a copy of which is attached hereto as Schedule A, is complete, true, accurate, and correct.

1.3 Nurse Practitioner's General Duties: The following shall be among Nurse Practitioner's general duties:

- a. "Nurse Practitioner 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 Nurse Practitioner'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 Nurse Practitioner'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; and
- i. Such other duties as shall be mutually agreed upon by Nurse Practitioner and District.

1.4 Status as Employee of District:

Nurse Practitioner is an employee of District. District shall assume responsibility for patients for treatment at District and Nurse Practitioner shall provide Professional Services to patients accepted for treatment by District unless in the Nurse Practitioner'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 Nurse Practitioner. In all matters concerning the performance and administration of this Agreement, the District shall act through the Chief Executive Officer.

1.5 Nurse Practitioner's Schedule:

- a. Nurse Practitioner shall be available to provide Professional Services at District for such patient contact hours as agreed upon by Nurse Practitioner and District.
- b. Nurse Practitioner may provide Professional Services for entities other than District ("Outside Services") but will not compete against District. Income generated from Nurse Practitioner performance of **approved** Outside Services shall belong to Nurse Practitioner. Nurse Practitioner shall be solely responsible for all obligations and liabilities related to Outside Services. District consent to Nurse Practitioner 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.
- c. District may assign, with consent, Nurse Practitioner to provide Professional Services at any District facility.

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

- a. Nurse Practitioner shall, in the performance of Nurse Practitioner'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. Nurse Practitioner performance will be reviewed by District annually. The standards or criteria for such review shall be mutually agreeable by the District and the Nurse Practitioner. 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: Nurse Practitioner 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 Nurse Practitioner's compensation.

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

1.9 Education: Nurse Practitioner shall attend continuing medical education programs as necessary to maintain Nurse Practitioner's license to practice medicine in Oregon, and other necessary permits and certifications. Providers working in District clinics are required to maintain PALS and ACLS.

1.10 Reports and Records: Nurse Practitioner 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 Nurse Practitioner 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 Nurse Practitioner at their request. Nurse Practitioner agrees to protect the confidentiality thereof pursuant to District policies.

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

- a. Loss, suspension, or imposition of probationary status with respect to Nurse Practitioner'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 Nurse Practitioner's right to practice medicine in Oregon or any other jurisdiction, including, but not limited to, the placing of Nurse Practitioner on monitored status;
- c. Any notice regarding the potential imposition or the actual imposition of a sanction by any professional medical organization in which Nurse Practitioner is a member;
- d. Probation, loss, suspension or reduction of Nurse Practitioner's clinical privileges at any other hospital or any other actions that affect Nurse Practitioner's medical practice at any other hospital;
- e. Any notice regarding the potential or actual loss, suspension, or restriction upon Nurse Practitioner'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 Nurse Practitioner's ability to practice in Medicare or Medicaid programs or the scheduling of a hearing or conference regarding the same;
- g. Nurse Practitioner conviction of a criminal offense; and
- h. Nurse Practitioner's knowledge of any potential threatened or actual claim against Nurse Practitioner, 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 - NURSE PRACTITIONER COMPENSATION AND BENEFITS

3.1 Nurse Practitioner Compensation: District shall compensate Nurse Practitioner in the amount indicated by the Nurse Practitioner compensation scale based on years in practice. All compensation to Nurse Practitioner shall be subject to normal payroll withholdings and deductions.

3.2 Employee Benefits: District shall provide Nurse Practitioner with the benefits set forth in District personnel policy as specified for non-union employees including Medical, Dental, and Vision insurance. In addition, Nurse Practitioner is eligible 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. The policies in the District policy management system shall apply to Nurse Practitioner except as they may be inconsistent with this Agreement, in which case they shall be superseded by this agreement.

Nurse Practitioner's medical benefits shall not be pro-rated for part-time employment. Other benefits pro-rated as follows:

- CME time at 50%
- PTO at 50%
- Holidays that occur on provider's regularly scheduled days shall be paid
- CME funds at 100% (not pro-rated)

3.3 Vacation, Sick Leave, Holidays, and Continuing Education: In each 12-month period of employment, Nurse Practitioner shall be entitled to paid time off and continuing education benefits as described in the attached APP Paid Time Off & Continuing Education document (revised May 7, 2024).

3.4 Malpractice Insurance: District shall provide Nurse Practitioner 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 August 1, 2024 and shall continue through July 31, 2027 unless either party gives 120 days' notice of termination or resignation. Nurse Practitioner's employment may be terminated only for good cause shown or if District provides 120 days' notice of termination. A three-

year renewal of this Agreement may be available to Nurse Practitioner 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, Nurse Practitioner shall be paid all compensation due to the date of termination.
- b. This Agreement shall automatically terminate upon death of Nurse Practitioner or inability of District or Nurse Practitioner to complete any portion of this Agreement.

4.3 Vacation of Premises: Nurse Practitioner 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 - 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. Nurse Practitioner hereby assigns all rights, title, and interest Nurse Practitioner 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. Nurse Practitioner 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 Nurse Practitioner. Nothing contained in this Agreement shall be construed to permit assignment of any Nurse Practitioner's rights or delegation of Nurse Practitioner'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

Nurse Practitioner:
Candace Degenstein

- 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** **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 Nurse Practitioner 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 Nurse Practitioner 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, Nurse Practitioner and District shall attempt to amend this Agreement or alter the operation of District or Nurse Practitioner'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.
- 6.9** **Governing Law:** The validity, interpretation, performance, remedies, and all other issues arising under or out of this Agreement shall be governed by Oregon law.
- 6.10** **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.

6.11 **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.

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

6.13 **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 Nurse Practitioner 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. Nurse Practitioner 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 Nurse Practitioner 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, Nurse Practitioner 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: Nurse Practitioner 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, Nurse Practitioner 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, Nurse Practitioner 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. Nurse Practitioner agrees to abstain from all such activities. Nurse Practitioner 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. Nurse Practitioner 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 Nurse Practitioner's employment.

6.20 **Resignation:** Nurse Practitioner agrees to give District a 120-day advance resignation notice in writing. District may terminate Nurse Practitioner's employment at any time following such notice if determined to be in the best interest of District. District will pay Nurse Practitioner through the notification period of 120 days if Nurse Practitioner 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 Nurse Practitioner:

- 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 Nurse Practitioner'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 Nurse Practitioner and District in the event of termination of Nurse Practitioner's employment for any reason. District and Nurse Practitioner shall jointly prepare one or more written communications, which may be used by either party to inform patients and others of Nurse Practitioner's departure and the effective date, and the name of the continuing District Nurse Practitioner 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 Nurse Practitioner's termination and without promotion or identification of any subsequent intended practice plans or employment or contract relationships with Nurse Practitioner. No other communication shall be made by Nurse Practitioner to District patients, managed care plans, self-insured employers, the media, or to business organizations concerning the matters of Nurse Practitioner's prior affiliation with the District, their termination or the reasons therefore, nor shall any such communication be made to other Nurse Practitioners within District's referral area except to the extent Nurse Practitioner is making a specific application for employment or contract with such a Nurse Practitioner and is required in the course thereof to explain the circumstances of their termination except for the purposes of future Nurse Practitioner credentialing. For a period of one year following their termination, Nurse Practitioner 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 Nurse Practitioner has had any contact during their District employment or for whose patients Nurse Practitioner 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 Nurse Practitioner'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 Nurse Practitioner 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.

**NURSE PRACTITIONER
DISTRICT**

MORROW COUNTY HEALTH

By: _____
Candace Degenstein, NP

By: _____
Emily Roberts, CEO

Date: _____

Date: _____



Benefits Package

Advanced Practice Providers & Behavioral Health Consultants

The following benefits are currently available to full-time APPs and BHCs employed by the District. Benefits may be pro-rated for part-time providers. Benefits may change from time to time based on the needs of the District.

- Medical, prescription, vision and dental insurance:
 - Medical coverage through Moda with a \$1,000 deductible.
 - Dental coverage through Moda (\$1,500 annual limit) or Willamette Dental.
 - Vision benefit with \$300 annual glasses/contacts allowance.
 - All premiums for healthcare coverage are paid in full by the District.
- Unum Life/Accidental Death & Dismemberment & Long Term Disability:
 - Life insurance is \$25,000 for employee and \$2,000 for spouse & children over 6 months.
- Retirement:
 - 5% - 6% of salary contributed to a 401(a) plan based on year-end financial statement.
 - Voluntary contribution to 457 and/or 403(b) plan(s).
- Life Flight Air Ambulance Family Membership paid by the District.
- Tri-County Ground Ambulance family membership paid by the District.
- UpToDate or other online subscription service paid by the District.
- Reimbursement for cost of license and DEA registration.
- NHSC Site Certified for Loan Repayment Application.
- No cost wellness benefits:
 - Hepatitis B series;
 - Annual flu shot;
 - Tobacco cessation program; and
 - Annual physical exam and standard lab work for employee and spouse at no charge after insurance is billed.
- Employee Assistance Program.
- AFLAC plans available for purchase.
- Free meals available at Pioneer Memorial Hospital while working.

Physician Assistant / Nurse Practitioner / Behavioral Health Consultant				
Contract Years	PTO (Sick & Vacation)	Holidays	CME Days	CME Benefit
1-3	27 days / year	10 paid holidays	7	\$2,000
4-6	29 days / year	10 paid holidays	7	\$2,500
7-9+	31 days / year	10 paid holidays	7	\$3,000

- Sick, vacation, and CME time shall not be carried over from year to year or contract to contract.
- Providers shall be entitled to paid time for all District holidays applicable to non-union employees.
- For the purposes of PTO payout upon termination of the employment relationship, 40% of PTO is considered “sick time” and will not be paid out.
- CME activities must be approved in advance. Receipts and expense reports must be submitted to receive reimbursement for CME expenses. For medical providers, paid CME must include required courses such as ACLS, PALS, and ATLS (as applicable).
- CME and vacation may not be used during a Provider’s notice period. CME and PTO banks will not refresh during a Provider’s notice period.



APPOINTMENT TO THE MEDICAL STAFF

NAME IN FULL: Christine seals DATE: 5/9/2024

OFFICE ADDRESS: 162 N Main St. Heppner, OR 97836 TELEPHONE: 541-676-2946

RESIDENCE ADDRESS: [REDACTED] TELEPHONE: [REDACTED]

PRIVILEGES DESIRED: Primary Care, Hospice, Hospital

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

Christine seals

5/9/2024

APPLICANT SIGNATURE _____ DATE _____

[Signature]

5.15.24

CHIEF OF STAFF SIGNATURE _____ DATE _____

BOARD CHAIR SIGNATURE _____ DATE _____

APPOINTMENT RECOMMENDED:

APPOINTMENT NOT RECOMMENDED:

APPOINTMENT DEFERRED:

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



APPOINTMENT TO THE MEDICAL STAFF

NAME IN FULL: EDWARD PIEPMEIER MD

DATE: 04/12/24

OFFICE ADDRESS: 564 E PIONEER DR
HEPPNER OR 97836

TELEPHONE: 5416769133

RESIDENCE ADDRESS: [REDACTED]

TELEPHONE: [REDACTED]

PRIVILEGES DESIRED: EMERGENCY MEDICINE HOSPITALIST

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

[Signature]
APPLICANT SIGNATURE

04/12/24
DATE

[Signature]
CHIEF OF STAFF SIGNATURE

5.15.24
DATE

BOARD CHAIR SIGNATURE

DATE

APPOINTMENT RECOMMENDED:

APPOINTMENT NOT RECOMMENDED:

APPOINTMENT DEFERRED:

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



APPOINTMENT TO THE MEDICAL STAFF

NAME IN FULL: Walter Griffin, D.O.

DATE: 5/9/2024

OFFICE ADDRESS: 1460 NE Medical Center Dr, Bend OR 97701

TELEPHONE: 541-382-6633

RESIDENCE ADDRESS: [REDACTED]

TELEPHONE: [REDACTED]

PRIVILEGES DESIRED: Radiology

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

[Signature]

05/09/2024 PDT

APPLICANT SIGNATURE

DATE

[Signature]

CHIEF OF STAFF SIGNATURE

DATE

5.15.24

BOARD CHAIR SIGNATURE

DATE

APPOINTMENT RECOMMENDED:

APPOINTMENT NOT RECOMMENDED:

APPOINTMENT DEFERRED:

Pioneer Memorial Hospital & Nursing Facility	Pioneer Memorial Home Health & Hospice	Pioneer Memorial Clinic	Irrigon Medical Clinic	Ione Community Clinic	Morrow County Ambulance
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**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: Theodore Jennermann, M.D.

DATE: 5/9/2024

OFFICE ADDRESS: 1460 NE Medical Center Dr, Bend OR 97701

TELEPHONE: 541-382-6633

RESIDENCE ADDRESS: [REDACTED]

TELEPHONE: [REDACTED]

PRIVILEGES DESIRED: Radiology

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

Theodore Jennermann, M.D.

05/09/2024 PDT

APPLICANT SIGNATURE

DATE

[Handwritten Signature]

5.15.24

CHIEF OF STAFF SIGNATURE

DATE

BOARD CHAIR SIGNATURE

DATE

APPOINTMENT RECOMMENDED:

APPOINTMENT NOT RECOMMENDED:

APPOINTMENT DEFERRED:

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

MCHD Is An Equal Opportunity Provider and Employer



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APPOINTMENT TO THE MEDICAL STAFF

NAME IN FULL: Rodney Schaffer

DATE: 04/11/2024

OFFICE ADDRESS: 130 Thompson Drive Heppner OR 97836

TELEPHONE: 541-676-5504

RESIDENCE ADDRESS: [REDACTED]

TELEPHONE: [REDACTED]

PRIVILEGES DESIRED: Family Practice & Emergency Medicine

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

[Signature] 4.11.24
APPLICANT SIGNATURE DATE

DocuSigned by:
Michael Metzler 5/15/2024
CHIEF OF STAFF SIGNATURE DATE

BOARD CHAIR SIGNATURE DATE

APPOINTMENT RECOMMENDED:
APPOINTMENT NOT RECOMMENDED:
APPOINTMENT DEFERRED:

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

Independent contractor Agreement and understanding

Effective as of June 1, 2024 Pioneer Memorial Physical Therapy, LLC (PMPT) hereby agrees to perform work for and on behalf of Pioneer Memorial Home Health and Hospice (payor) located at 162 Main Street, Heppner, Oregon, 97836. RMTS is hereinafter described as an independent contractor. As an independent contractor, RMTS understands that:

RMTS will be responsible for its own payroll taxes and workers' compensation. RMTS is being paid for completed work supervised by Payor which meets Payor's requirements. All client documentation and information that is to be part of the permanent records must be delivered to above said address or mailed in, on a weekly basis, if payment for professional services is expected.

Scope

RMTS shall provide the services of a Physical Therapist and/or Physical Therapist Assistant, Occupational Therapist and or Speech and Language Therapist thereto. These services shall include the following:

- Provide direct patient care. The therapist will also be available for case conference and or phone conference for coordinated care and or to offer guidance and expertise.
- Assist the physician in his or her evaluation of a particular patient's needs.
- Prepare a therapist care plan in accordance with the total plan of care.
- Record observations, treatments given, and other significant information. Documentation to be completed within 48 hours.
- Be skilled in current therapy work practice.
- Have a current license, and meet agency requirements.
- Observe, record and report to the physician the patient's reaction to treatment and any changes in patients condition. This to be done on the payors EMR system
- Participate in case conference on a monthly basis to assure accuracy and quality of care. Conference can be done via telephone, fax, or a one-on-one basis with the director of nursing services.

Billing

The parties hereto acknowledge that all billings to be made to patients shall be made by Payor, and that said agency shall be entitled to all payments from all patients for work performed by the therapist pursuant to this agreement and for any and all other work or services provided by Payor. Payor will maintain records of all visits made by agency personnel, including the therapist. Payor shall comply with the Civil Rights Act of 1964 (title VI) to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, by denial of benefits of, or otherwise be subject to discrimination under any program or activity which is supported by federal funds. Payment shall be:

\$200 SOC OASIS
\$175 Eval
\$150 Re-eval and D/C
\$200 Recertification (this pertains to cases where physical therapy home health visits have been disrupted by a hospitalization or stay at extended care facility)
\$125 for follow up visits
\$20 per 15 minutes of case conference
\$30 No Visit D/C OASIS per 15 minutes
\$85 for PTA visits
\$30 per 15 minutes of travel time

Payable on the 5th of each month.

Term and Termination

This agreement shall be ongoing from the date first indicated herein. This agreement may, however, be terminated by either party hereto, without cause, upon giving thirty days written notice to the other party of the intention to terminate. Any notice required to be given under the terms of this paragraph may be given by personal service or by certified mail, directed to the last address of the party so being notified, and will be deemed complete upon the date of mailing.

Policy and Procedures

The therapist agrees to abide by all policies and procedures set forth by the Payor and in accordance with Federal and State laws.

Scheduling

The therapist shall be responsible for the scheduling of all appointments necessary with each patient.

Schedule shall correspond with physician written orders for frequency and duration and physical therapist plan of care.

Supplies

The cost and responsibility of obtaining required supplies prescribed or necessary for any patient will be the responsibility of the payor. RMTS may provide supplies if specifically requested by Payor, and Payor agrees to pay the price billed for any such supplies by RMTS. Supply charges will be submitted with patient specific documentation of visit and use of supply.

Property of Payor

It is understood and agreed that all patient accounts, charts, files, records, client lists, and all accounts receivable which shall result from the services provided pursuant to the provisions of this agreement shall remain the property of Payor, in the event this agreement is terminated.

Assignment and Transfer

This agreement may not be assigned by either party without the express written consent of the other party.

Indemnification

RMTS agrees to indemnify and hold harmless Payor against loss, cost or damage on account of any injury to persons or property arising from any act or omission on the part of RMTS in relation to services provided hereunder. Payor hereby agrees to indemnify and hold harmless RMTS against loss, cost or damage on account of any injury to persons or property arising from any act or omission on the part of Payor, in relation to the services provided hereunder.

Independent Contractor

This agreement does not constitute a hiring of contractor by Payor. It is the parties intention that so far as shall be in conformity with the law, RMTS shall be an independent contractor and not Payor's employee. This agreement shall not be construed as a partnership.

RMTS Staff

Payor recognizes that RMTS has expended and will expend significant effort, time and resources to recruit, hire or engage and train its personnel. In consideration of the foregoing, Payor agrees that it will not solicit for employment or engagement as an independent contractor, any person who was employed by RMTS as a therapist and/or assistant at any time during the term of this agreement. Payor further agrees not to solicit, to employ or pursue employment of any of RMTS' employees, contractors or associates during the term of this agreement and for one year following the termination date of this agreement. Any such action would cause irreparable harm, damage and loss to RMTS.

A breach of this covenant will render Payor liable to satisfy any and all claims, damages and losses incurred by RMTS due to the loss of said employee, contractor or associate, and may include as a minimum a placement fee no less than 50% of employee's salary or an amount not less than \$10,000 in the case of non-employee associates.

RMTS/PMTS

Pioneer Memorial Home Health and Hospice

Ty Berrett, COO

Emily Roberts, CEO

PO Box 70689

564 East Pioneer Drive

WVC, Utah 84170

Heppner, Oregon 97836

Phone: 801.746.0770

Phone: 801-676-2943

FAX: 801.746.0771

Independent Contractor Agreement

Effective as of June 1, 2024 Pioneer Memorial Physical Therapy, LLC (PMPT) hereby agrees to perform work for and on behalf of Pioneer Memorial Hospital (Hospital) located at 564 E Pioneer Drive, Heppner, Oregon 97836. PMPT is hereinafter described as an independent contractor. As an independent contractor, PMPT understands that:

PMPT will be responsible for its own payroll taxes and workers' compensation. PMPT is being paid for completed work supervised by Hospital which meets Hospital's requirements. All client documentation and information that is to be part of the permanent records must be delivered to above said address or mailed in, on a weekly basis, if payment for professional services is expected.

1. Scope

PMPT shall provide the services of a Physical Therapist, Occupational Therapist, Speech Language Pathologist, and/or Physical Therapist Assistant. These services shall include the following:

- A. Provide direct patient care.
- B. Be available to Hospital personnel to offer guidance and expertise.
- C. Assist the provider in their evaluation of a particular patient's needs.
- D. Prepare a therapist care plan in accordance with the total plan of care.
- E. Record observations, treatments given, and other significant information.
- F. Be skilled in current therapy work practice.
- G. Have a current license, and maintain Hospital privileges.
- H. Observe and document in the patient records the patient's reaction to treatment and any changes in patient's condition.
- I. Documentation must be completed within 24 hours of the time the service is rendered.

2. Billing

Hospital shall be responsible for all billings for patients utilizing services described herein and shall be entitled to retain all revenues received by it as a result of those billings for those services.

3. Payment for Services Rendered

PMPT shall bill Hospital based on the following set rates:

- A. Physical Therapy, Occupational Therapy and Speech Therapy evaluations at **\$150.00**.

- B. Fiberoptic endoscopic evaluation of swallowing completed by SLP at **\$200.00**.
- C. Payment for treatments provided by PT, OT, SLP and/or PTA shall be based on a 15-minute service rate. PMPT shall bill for each 15 minute unit at a rate of **\$50.00**.
- D. Payment to PMPT shall include reimbursement for participation in weekly patient case conferences by PT, OT, and SLP at the rate of **\$20.00** per 15 minute interval per discipline.

4. Coverage

Services shall be rendered in the Hospital and a call schedule will be created for the staff to call based on rotation of the schedule.

5. Term and Termination

This agreement shall be in effect for five years from the effective date. The contract may be extended in 5-year increments for a total of three extensions, after which time a new contract may be negotiated.

This agreement may be terminated by either party hereto, without cause, upon giving sixty days written notice to the other party of the intention to terminate. Any notice required to be given under the terms of this paragraph may be given by personal service or by certified mail, directed to the last address of the party so being notified, and will be deemed complete upon the date of mailing.

6. Policy and Procedures

All PMPT staff performing services for Hospital agree to abide by all policies and procedures set forth by the Hospital and will perform services in accordance with Federal and State laws.

7. Scheduling

The therapist shall be responsible for the scheduling of all appointments necessary with each patient.

Schedule shall correspond with provider written orders for frequency and duration.

8. Supplies

The cost and responsibility of obtaining required supplies prescribed or necessary for any patient will be the responsibility of the Hospital. PMPT may provide supplies if specifically requested by Hospital, and or provider and the Hospital shall be responsible to supply those needed supplies.

9. Property of Payer

It is understood and agreed that all patient accounts, charts, files, records, client lists, and all accounts receivable which shall result from the services provided pursuant to the provisions of this agreement shall remain the property of Hospital, in the event this agreement is terminated.

10. Assignment and Transfer

This agreement may not be assigned by either party without the express written consent of the other party.

11. Insurance

During the term of this agreement each party shall maintain, at their own expense, a comprehensive general liability insurance policy, in not less than the amount generally carried by providers of the respective services provided by each party in their respective businesses.

12. Indemnification

PMPT agrees to indemnify and hold harmless Hospital against loss, cost or damage on account of any injury to persons or property arising from any act or omission on the part of PMPT in relation to services provided hereunder. Hospital hereby agrees to indemnify and hold harmless PMPT against loss, cost or damage on account of any injury to persons or property arising from any act or omission on the part of hospital, in relation to the services provided hereunder.

13. Independent Contractor

This agreement does not constitute an employment agreement by Hospital. It is the parties' intention that so far as shall be in conformity with the law, PMPT shall be an independent contractor. This agreement shall not be construed as a partnership.

14. PMPT & Hospital Staff

Hospital and PMPT recognize that each entity has expended and will expend significant effort, time and resources to recruit, hire or engage and train its personnel. In consideration of the foregoing, Hospital and PMPT agree not to solicit for employment or engagement as an independent contractor, any person who was employed by the other party at any time during the term of this agreement without express permission of the other party. Hospital and PMPT further agrees not to solicit, to employ or pursue employment of any of the other party's employees, contractors or associates during the term of this agreement and for one year following the termination date of this agreement without express permission of the other party. Any such action would cause irreparable harm, damage and loss to Hospital / PMPT. A breach of this covenant will render the breaching party liable to satisfy any and all claims, damages and losses incurred by non-breaching party due to the loss of said employee, contractor or associate, and may include as a minimum a placement fee no less than 50% of employees salary or an amount not less than \$10,000 in the case of non-employee associates.

PMPT

Shelley McCabe, PT, DPT

PO Box 1053

Heppner, Oregon 97836

Phone: 541-676-1123

FAX: 541-676-1122

Pioneer Memorial Hospital

Emily Roberts, CEO

564 E Pioneer Drive

Heppner, Oregon 97836

Phone: 541.676.2915

FAX: 541.676.2900

Contract Addendum

This Contract Addendum (“Addendum”) is entered into on this 10th day of May 2024, by and between Community Cash Management LLC d/b/a Marcam Associates (Marcam) and Morrow County Health District (Client), in order to modify the parties’ original FTE Biller Services contract.

Morrow County Health District is in need of an additional FTE Biller for Cerner CommunityWorks.

FTE Biller

Fee: \$55.00 per hour

One hour minimum and includes training hours

Maximum 175 hours per month

The Service

Description of services for the FTE Biller Services are set forth in Statement of Work (SOW); fully executed on 05/01/2024.

Upon execution by the undersigned parties, this Addendum is enforceable by and against the undersigned, and may not be amended or changed unless in writing signed by both parties.

All provisions of the Agreement will remain in force. The term for this Addendum is 180 days and shall automatically renew for subsequent one hundred eighty (180) day periods unless either party gives 30 days verbal notice to the other party.

Accepted:

Marcam Associates

Morrow County Health District

By: _____
Timothy J. Moore

By: _____

Title: Chief Executive Officer

Title: _____

Date: 05/10/2024

Date: _____