



**Board Meeting Agenda
December 19, 2022 at 6:30 p.m.**

In Person	Irrigon City Hall 500 NE Main Ave, Irrigon, OR 97844
Zoom	https://us06web.zoom.us/j/81841548009?pwd=QWl0aXoydVJubWRFT2c0aEEa091Zz09 Meeting ID: 818 4154 8009 Passcode: 807139

1. Call to Order

2. Public Comments

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

3. Approval of Meeting Minutes

- A. November 28, 2022
- B. November 1, 2022 Special Session

4. CEO Report & Executive Team Dashboard – Emily Roberts

5. Consent Agenda

- A. EMS Advisory Committee Meeting Minutes (October 2022)
- B. EMS Stats (November 2022)

6. New Business

- A. Physician Contract – Dr. Song
- B. AMN Staffing Agreement
- C. Scribekick Agreement
- D. Authorized Check Signers Resolution #142-1222
- E. Visa Card Credit Limit Resolution #143-1222
- F. Community Benefit Requests
 - a. Morrow County Sheriff’s Office (5 AEDs)
 - b. Heppner Fire (5 AEDs)

7. Old Business

8. Executive Session

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)(i) to review and evaluate the employment-related performance of a public employee who does not request an open hearing.

9. Adjourn

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MORROW COUNTY HEALTH DISTRICT

Excellence in Healthcare

Board of Directors Meeting Minutes

Meeting Information		Committee Members		
Meeting Date/Time:	November 28, 2022 @ 6:30 p.m.	Board Members:	Present: John Murray, Aaron Palmquist, Diane Kilkenny, Marie Shimer, Carri Grieb	
Location	Pioneer Memorial Clinic 130 Thompson Ave Heppner, OR 97836	Guests:	Staff Members: Emily Roberts, Nicole Mahoney, Sam Van Laer, Patti Allstott, J.R. Lieuallen, Janis Beardsley, Jamie Houck, Katelin Tellechea, Donna Sherman Guests: David Imus, Troy Bundy, Brianna Boice Press: None	
Video Dial In:	Zoom	Leader:	Marie Shimer, Board Chair	Recorder: Jodi Ferguson

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

Mission:
Working together to provide excellence in healthcare

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

Agenda Item	Notes/Minutes
1. Call to Order	<ul style="list-style-type: none"> Chair Marie Shimer called the meeting to order at 6:31 p.m.
2. Additional Agenda Item	<ul style="list-style-type: none"> The agenda was amended to add item: Agenda Item K. Adult Care Home
3. Public Comments	<ul style="list-style-type: none"> None
4. Approval of Minutes	<p>MOTION: John Murray moved to approve the minutes for the October 24, 2022 regular session as presented. Aaron Palmquist seconded the motion. The motion passed unanimously by all board members present.</p>
5. Presentation of 2022 Audited Financial Statements - Wipfli	<ul style="list-style-type: none"> David Imus, Wipfli presented the 2022 Audited Financials (see board packet). There were no findings and a favorable review was issued. MCHD had a gain of \$714,000 for the year. <p>MOTION: John Murray moved to approve the 2022 Audited Financials as presented. Aaron Palmquist seconded the motion. The motion passed unanimously by all board members present.</p>
6. CEO Report & Executive Team Dashboard	<ul style="list-style-type: none"> The executive team dashboard was presented by Emily Roberts (see board packet).
7. CFO Financial Report	<ul style="list-style-type: none"> Financials for October 2022 were presented by J.R. Lieuallen. The District had a gain of \$219,240 for the month.
8. Consent Agenda	<ul style="list-style-type: none"> The EMS Advisory Committee would like the EMS Advisory Committee meeting minutes and the EMS stats to be included in the MCHD board meeting packet monthly.

	<p>MOTION: Aaron Palmquist moved to acknowledge the EMS stats as presented. Diane Kilkenny seconded the motion. The motion passed unanimously by all board members present.</p>
<p>9. New Business</p>	
A. 2023 Board Calendar	<ul style="list-style-type: none"> Emily presented the 2023 Board Meeting Calendar. <p>MOTION: Aaron Palmquist moved to approve the 2023 Board Schedule as presented. John Murray seconded the motion. The motion passed unanimously by all board members present.</p>
B. Board Information Security Training	<ul style="list-style-type: none"> Sam Van Laer presented information on Security Training that has been happening on a monthly basis throughout the district.
C. Omnicell Quotes	<ul style="list-style-type: none"> Emily presented two Omnicell quotes. The first quote is for cloud hosted Omnicell for \$67,200. The second quote is for the Omnicell interface for \$26,830. John Murray abstained from the discussion and vote as it pertained to the hospital's pharmacy. <p>MOTION: Aaron Palmquist moved to approve both Omnicell quotes at \$67,200 and \$26,830 as presented. Diane Kilkenny seconded the motion. The motion passed unanimously by all other board members present.</p>
D. SBHC Agreement	<ul style="list-style-type: none"> Emily presented an agreement for School-Based Health Center Services at Lone Community School through 06/30/2027. <p>MOTION: Aaron Palmquist moved to approve the School-Based Health Center Services agreement as presented. Carri Grieb seconded the motion. The motion passed unanimously by all board members present.</p>
E. DO & EPL Insurance Quotes	<ul style="list-style-type: none"> Emily presented quotes from Oregon Healthcare Insurance Company. Director and Officers policy is for \$9,936 and Employment Practices Liability policy is for \$30,096. <p>MOTION: Aaron Palmquist moved to approve the two policy quotes with Oregon Healthcare Insurance Company as presented. John Murray seconded the motion. The motion passed unanimously by all board members present.</p>
F. Nurse Practitioner Employment Agreement- Vicki Kent	<ul style="list-style-type: none"> Emily presented an employment agreement for Vicki Kent, NP. <p>MOTION: John Murray moved to approve the employment agreement with Vicki Kent, NP as presented. Carri Grieb seconded the motion. The motion passed unanimously by all board members present.</p>
G. Physician Employment Agreement – Dr. Berretta	<ul style="list-style-type: none"> Emily presented an employment agreement for Dr. Berretta. <p>MOTION: John Murray moved to approve the employment agreement with Dr. Berretta as presented. Carri Grieb seconded the motion. The motion passed unanimously by all board members present.</p>
H. Physician Employment Agreement – Dr. Everts	<ul style="list-style-type: none"> Emily presented an employment agreement for Dr. Everts. <p>MOTION: Aaron Palmquist moved to approve the employment agreement with Dr. Everts as presented. John Murray seconded the motion. The motion passed unanimously by all board members present.</p>
I. Medical Staff Privileges	<ul style="list-style-type: none"> Emily presented a list of medical staff privileges that were approved by the MCHD medical staff on 11/16/2022. <p>MOTION: Carri Grieb moved to approve the medical staff privileges as presented. Aaron Palmquist seconded the motion. The motion passed unanimously by all board members present.</p>
J. Boardman Immediate Care	<ul style="list-style-type: none"> Emily informed the board that Eastern Oregon Physical Therapy will be ending their lease in the Boardman building early in the new year. Emily would like to work on plans to remodel that space for Boardman Immediate Care. <p>MOTION: Aaron Palmquist moved to go forward with the remodeling of the space for Boardman Immediate Care. Diana Kilkenny seconded the motion. The motion passed unanimously by all board members present.</p>
K. Adult Care Home	<ul style="list-style-type: none"> Emily will put together a formal presentation to the board on an Adult Care Home project in Boardman.
<p>10. Old Business</p>	
	<ul style="list-style-type: none"> None.

11. Executive Session	<ul style="list-style-type: none"> • Marie Shimer announced the following executive session: <ul style="list-style-type: none"> ◦ ORS 192.660(2)(f) to consider information or records that are exempt from public inspection pertaining to ongoing or anticipated litigation exempt from disclosure under ORS 192.345(1). • Executive session was called to order at 8:10 p.m. and adjourned at 9:30 p.m.
12. Adjourn	<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 Jodi Ferguson. Approved _____.</p>

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MORROW COUNTY HEALTH DISTRICT

Excellence in Healthcare

**Board of Directors
Special Session Meeting Minutes**

Meeting Information		Committee Members		
Meeting Date/Time:	November 1, 2022 @ 12:00 p.m.	Board Members:	Present by Zoom: John Murray, Carri Grieb, Aaron Palmquist, Diane Kilkenny, Marie Shimer	
Location	Zoom Only	Guests:	Staff Members by Zoom: Emily Roberts, Sam Van Laer Guests by Zoom: None Press by Zoom: None	
Video Dial In:	Zoom	Leader:	Marie Shimer, Board Chair	Recorder: Sam Van Laer

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Agenda Item	Notes/Minutes
1. Call to Order	<ul style="list-style-type: none"> Chair Marie Shimer called the Special Session meeting to order at 12:02 p.m.
2. Executive Session	<ul style="list-style-type: none"> Chair Marie Shimer announced the following executive session: 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).
3. Open Session	<ul style="list-style-type: none"> Executive Session adjourned at 12:22 p.m. and returned to Open Session. <p>MOTION: John Murray moved to approve the SDIS agreement. Aaron Palmquist seconded the motion. The motion passed unanimously by all board members.</p>
4. Adjourn	<p>With no further business to come before the board, special session adjourned at 12:26 p.m.</p> <p>Minutes taken and submitted by Sam Van Laer. Approved _____.</p>

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DRAFT



December 2022

HUMAN RESOURCES	
Turnover Rate (Rolling 3 Months)	7.0%
Vacancy Rate	8.0%
Number of Open Positions	12

FINANCIAL	
Days Cash on Hand	31*
Days in AR	55*

Goal ≥ 90

Goal ≤ 60

*November data still shown due to early board meeting.

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

RURAL HEALTH CLINICS				
MEASURE	PMC	ICC	IMC	BIC
Third Next Available (Current Month)	10	6	6	N/A
Total Visits (Previous Month)	324	87	337	219

"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 3 2022	Qtr 2 2022	Qtr 1 2022
Pioneer Memorial Clinic	78%	73%	65%
	N = 40	N = 15	N = 23
Irrigon Medical Clinic	65%	71%	67%
	N = 17	N = 17	N = 18
Ione Community Clinic	91%	87%	100%
	N = 11	N = 15	N = 5
NRC Average	83%		

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

	Qtr 3 2022	Qtr 2 2022	Qtr 1 2022
Pioneer Memorial Clinic	87%	93%	91%
	N = 39	N = 15	N = 23
Irrigon Medical Clinic	82%	94%	83%
	N = 17	N = 16	N = 18
Ione Community Clinic	100%	93%	100%
	N = 12	N = 15	N = 6
NRC Average	90%		

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

	Qtr 4 2022	Qtr 3 2022	Qtr 2 2022
ER Adult	80%	68%	77%
	N = 5	N = 28	N = 22
NRC Average	64%		
Bed Size 6 - 24 Average	77%		

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

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

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 3 2022	Qtr 2 2022	Qtr 1 2022
Inpatient	83%	60%	100%
	N = 6	N = 5	N = 3
NRC Average	71%		
Bed Size 6 - 24 Average	81%		

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

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

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

	Qtr 4 2022	Qtr 3 2022	Qtr 2 2022
ER Adult	60%	68%	82%
	N = 5	N = 25	N = 22
NRC Average	66%		
Bed Size 6 - 24 Average	78%		

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

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

Would you recommend this hospital to your friends and family?

	Qtr 3 2022	Qtr 2 2022	Qtr 1 2022
Inpatient	29%	60%	75%
	N = 7	N = 5	N = 4
NRC Average	72%		
Bed Size 6 - 24 Average	80%		

Would you recommend this hospital to your friends and family?

	Qtr 3 2022	Qtr 2 2022	Qtr 1 2022
Hospital	No Data	100%	No Data
	N = 0	N = 1	N = 0
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

MORROW COUNTY EMS ADVISORY COMMITTEE MEETING

Minutes of Meeting held October 11, 2022

Pioneer Memorial Clinic Conference Room, Heppner, Oregon

MEMBERS PRESENT: Judi Gabriel (Zoom), Adam McCabe, Eric Chick, Josie Foster, Dr. Berretta (Zoom), Donna Sherman, Richard Hernandez, Janis Beardsley

MEMBERS ABSENT: Charlie Sumner, Kristen Bowles

PUBLIC PRESENT: Emily Roberts, Diane Kilkenny

MEDIA PRESENT: None

Call to Order

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

Business

1. PUBLIC COMMENTS: None.

2. APPROVAL OF MINUTES:

Richard Hernandez made a motion to approve the minutes from August 31, 2022 as written. Adam McCabe seconded the motion. Motion passed unanimously by all board members present.

3. NEW BUSINESS:

- a. New committee member
 - i. Janis Beardsley replacing Jamie Houck as PMH CNO.
- b. Reviewed ASA pages 1-9 and created a list of items for consideration during the next ASA revision cycle.
- c. Assigned next section of ASA to review, pages 10-19.
- d. Nominate Advisory Committee Member to regularly attend MCHD Board Meetings.
 - i. Richard Hernandez volunteered, Eric Chick made a motion, and Adam McCabe seconded the motion. Motion passed unanimously by all board members present.

4. OLD BUSINESS: None

5. EXECUTIVE SESSION

- a. Donna Sherman called to order an Executive Session under ORS 192.660(2)(f) to consider information or records that are exempt from public inspection at 6:50 p.m.
- b. Executive Session adjourned at 6:50 p.m.

6. ADJOURN: With no further business to come before the board, the meeting was adjourned at 6:52 p.m.

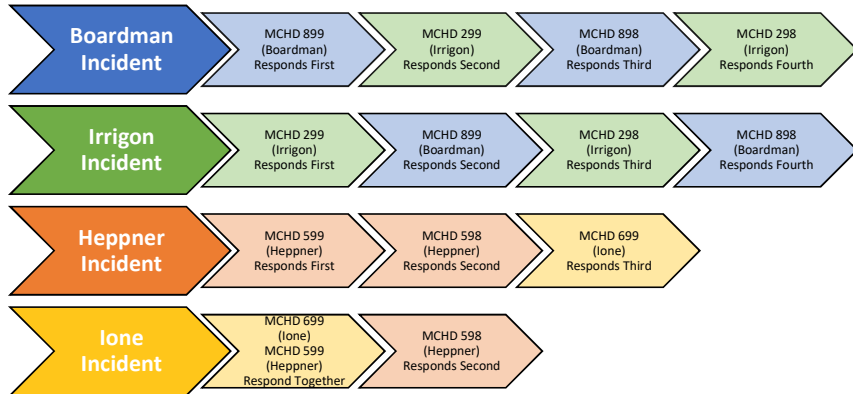
Minutes typed by Donna Sherman, EMS Advisory Committee Chair.

2022	BOARDMAN						IRRIGON						HEPPNER						IONE		
	899			898			299			298			599			598			699		
	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs
January	1.00	5.05	51	0.47	6.50	2	8.00	11.97	43	N/A	N/A	0	5.00	12.50	20	4.00	8.00	9	N/A	N/A	0
February	1.24	5.02	48	5.17	6.97	2	5.54	8.90	18	N/A	N/A	0	6.00	15.00	23	10.14	15.04	2	N/A	N/A	0
March	1.00	4.74	46	0.05	3.10	1	5.61	8.49	22	8.50	10.00	2	7.00	9.93	16	2.72	11.18	2	7.13	11.28	1
April	1.02	3.78	34	0.45	3.72	10	6.20	9.03	22	N/A	N/A	0	7.00	17.00	16	7.00	29.00	2	N/A	N/A	0
May	0.60	4.00	46	0.00	0.00	1	6.00	8.93	34	N/A	N/A	0	5.97	12.63	18	18.59	29.47	6	N/A	N/A	0
June	0.58	3.69	38	1.07	2.65	8	6.02	8.60	36	8.00	13.00	1	6.00	4.00	41	1.00	5.00	5	N/A	N/A	0
July	0.86	5.00	48	1.03	5.03	4	6.00	8.80	34	0.00	20.00	1	6.00	17.00	31	29.00	30.60	1	N/A	N/A	1
August	0.45	2.68	7	0.45	3.82	31	5.45	8.13	39	6.97	11.87	1	5.00	13.00	35	0.50	5.50	2	N/A	N/A	0
September	N/A	N/A	0	0.83	5.15	49	5.19	7.61	20	5.35	7.60	11	6.00	11.00	24	11.00	13.50	2	N/A	N/A	0
October	0.52	2.35	25	0.25	4.02	17	5.00	10.00	3	6.00	9.82	42	3.00	10.27	27	36.00	36.00	3	0.00	22.00	1
November	0.34	4.16	42	0.08	10.00	9	0.00	14.00	3	1.00	5.09	48	6.00	12.50	38	4.37	22.00	7	N/A	N/A	0
December																					

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

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

*Note that response times are not adjusted for miles traveled and in some instances (598) include non-emergent transfers.



PHYSICIAN EMPLOYMENT AGREEMENT

This Physician Employment Agreement ("Agreement") is entered into this 29th day of November, 2022 by and between the Morrow County Health District, a political subdivision of the State of Oregon ("District") and Jianming Song, MD ("Physician"). The commencement date of this Agreement shall be as set forth in Section 4.1.

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 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 physician medical services ("Professional Services") for patients of Clinics and Hospital.
- C. District has a demonstrated need to employ Physician to provide Professional Services for patients of District and Physician 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 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 District, and Physician hereby accepts such employment, upon terms and conditions set forth herein. The Physician shall provide the following:

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

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

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

- a. Physician 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. Physician is trained in Family Practice Medicine and is Board certified or board eligible.
- c. Physician holds an unrestricted DEA permit and an unrestricted right to participate in Medicare and Medicaid programs; and
- d. The Medical Staff application executed by Physician, a copy of which is attached hereto as Schedule A, is complete, true, accurate, and correct.

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

- a. "Physician 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 Physician'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 Physician'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/residents who are enrollees of HMOs, PPOs or other third party payer sponsored health plans (collectively the "Plans") in which District is a participating provider, and fully comply with all administrative requirements as well as requirements imposed upon District by such plans, unless such plan compromise medical care of the enrollee;
- i. Such other duties as shall be mutually agreed upon by Physician and District; and
- j. Preceptor for mid/level provider as needed.

1.4 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.

1.5 Physician's Schedule:

- a. Physician shall be available to provide Professional Services at District for such patient contact hours as agreed upon by Physician and District. On call schedule for Physician and all Physicians subsequently employed after the date of this Agreement will be mutually agreed upon.
- b. Physician may provide Professional Services for entities other than District ("Outside Services") but will not compete against District. Income generated from Physician performance of **approved** Outside Services shall belong to Physician. Physician shall be solely responsible for all obligations and liabilities related to Outside Services. District consent to Physician 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, Physician to provide Professional Services at any District facility.

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

- a. 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 Medical Staff of District.
- b. Physician performance will be reviewed by District annually. The standards or criteria for such review shall be mutually agreeable by the District and the Physician. 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: Physician 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 Physician's compensation.

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

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

1.10 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, termination, or fines pursuant to District policies.

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

1.11 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 - 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 Physician and non-physician staffing levels. District shall provide all equipment, supplies, and non-physician personnel required for operations of District as determined by District.

ARTICLE III - PHYSICIAN COMPENSATION AND BENEFITS

- 3.1 Physician Compensation:** District shall compensate Physician in the amount of \$140 per hour for Emergency Room and Hospital call coverage and hours worked. District recognized holidays will be paid at 1.5 times the hourly rate.
- 3.2 Employee Benefits:** Physician is eligible for MCHD retirement tax-deferred programs (457 and 403b).
- 3.3 Vacation, Sick Leave, Holidays, and Continuing Education:** No vacation, sick leave, or holiday leave is applicable.
- 3.4 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.
- 3.5 Travel Expenses:** Physician shall be reimbursed for travel mileage.

ARTICLE IV - TERM AND TERMINATION

- 4.1 Term:** This Agreement shall commence December 1, 2022 and shall continue through November 30, 2025 unless either party gives 90 days' notice of termination or resignation.
- 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, Physician shall be paid all compensation due to the date of termination.
 - b. This Agreement shall automatically terminate upon death of Physician or inability of District or Physician to complete any portion of this Agreement.
- 4.3 Vacation of Premises:** Physician shall vacate District premises immediately upon termination of this Agreement and surrender to District all property of District,

including but not limited to keys to District premises and all storage areas therein, computers, pagers, and cellular telephones.

ARTICLE V - COVENANT NOT TO COMPETE

5.1 **Covenant Not to Compete:** Physician agrees he/she has received proper and timely statutory notice of the following terms and conditions of employment in accordance with Oregon law, and has received a copy of this Agreement at least two weeks before signing same. For a period of 18 months after termination of Physician's employment, Physician shall not provide medical services of any kind in Morrow County. Unless otherwise permitted by the written consent of the District, Physician shall not, on their own account or as an employee, landlord, lender, trustee, associate, consultant, partner, agent, principal, contractor, owner, officer, manager, director, member or stockholder of any other capacity, directly or indirectly, in whole or in part, for a period of 12 months after termination of Physician's employment for any reason or under any circumstance:

- a. Engage in any activities that are in competition with the District, including the operation of any medical practice or offering of any medical services that are similar to services offered at the practice sites of the District at which Physician provided services during their employment and upon expiration or termination of their employment;
- b. Hire, solicit or encourage the resignation of any employee of the company with whom Physician had a working relationship during that Physician's employment with the company;
- c. Solicit or divert patients with whom the Physician had personal contact during such employment;
- d. Influence or attempt to influence any payer, provider or other person or entity to cease, reduce or alter any business relationship with the District relating to any practice site; or
- e. Influence or attempt to influence any person or entity who is a contracting party with the District during the time of their employment, or at any time thereafter during the non-competition period, to terminate any written or oral agreement with the District or any affiliate of the District.

In the event any arbitrator or court of competent jurisdiction should determine that any prohibition under this Article is unfair, illegal, or inequitable, it is the intention of the Parties that, once such determination is made, then this Article shall not be rendered void or unenforceable. Instead, the arbitrator or court shall scale down the time period and/or

geographic area, as appropriate, so as to preserve the validity of this Article, in which this Article is to be deemed to have been intended by the Parties to exclude such excess time period and/or geographic area and otherwise be effective. This Article survives and shall remain enforceable after the termination or expiration of this Agreement.

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

ARTICLE VI - MISCELLANEOUS

6.1 Patient/Resident Fees:

- a. District, in its sole and absolute discretion, shall establish fees to be charged to patients/residents 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/resident records. District shall have the right, subject to applicable law, to freely transfer patient/resident 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:
Jianming Song, 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 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 Physician 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. Physician 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 Physician 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 Physicians 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 physician 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, Physician 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 physician 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 Physicians: Physician agrees to reasonably cooperate with the other physicians who are on the Medical Staff of District.

6.19 Conduct:

- a. In accordance with District's zero tolerance to drugs policy, Physician 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, Physician 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. Physician agrees to abstain from all such activities. Physician 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. Physician 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 Physician's employment.

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

- 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 Physician'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.

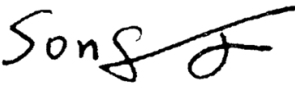
1 Communications: The parties agree to the following processes for an orderly separation of Physician and District in the event of termination of Physician's employment for any reason. District and Physician shall jointly prepare one or more written communications, which may be used by either party to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

PHYSICIAN

MORROW COUNTY HEALTH DISTRICT

By: 
Jianming Song, MD

By: _____
Emily Roberts, CEO

Date: 11/01/2022

Date: _____

HEALTHCARE STAFFING AGREEMENT

This Healthcare Staffing Agreement together with Attachments and all applicable Service Line Exhibits (collectively, the "Agreement") is entered into by and between **Morrow County Hospital District - Pioneer Memorial Hospital** ("Client") and **AMN Healthcare, Inc.** ("Agency") on **December 12, 2022**, for the purpose of using healthcare clinicians ("Clinicians") to provide temporary professional services at Client's facility(ies).

- 1. DESCRIPTION OF SERVICES.** Agency will use its best efforts to recruit qualified Clinicians to staff Client's facility(ies) from Agency and/or Agency's direct and indirect subsidiaries in accordance with Client's specifications. It is Agency's policy not to use subcontractors. The one or more attached service line exhibits ("Service Line Exhibit(s)") set forth the specific services to be furnished by Agency for the applicable service line, together with current fees for these services and other terms specific to such service line. Client represents, warrants and covenants that it (A) has obtained and will keep current all licenses, permits and authorizations necessary to conduct its business and to utilize the Clinicians in accordance with all applicable laws, rules and regulations, and (B) shall provide and be responsible for all oversight of Clinicians in connection with the temporary professional services provided by Clinicians for Client.
- 2. COMPENSATION TO AGENCY.** Client agrees to pay for services rendered under this Agreement in accordance with the Service Line Exhibit(s), plus all applicable federal, state and local taxes that may be payable by Agency, including but not limited to, sales/use tax, excise tax and gross receipts tax. Should Agency be required to pay a Clinician any wage/hour penalty as required by federal or state law, such penalty shall be billed to Client at the applicable rate. The rate schedules set forth in the Service Line Exhibits include (i) the amounts payable by Client to Agency for the services performed by Agency, and (ii) fees to be paid to each Clinician. The portion of the rate payable to Agency will vary depending upon amounts payable to Clinician. Such variation will not affect the amounts reflected in the rate schedules. Clinicians are paid one hundred percent (100%) of the agreed upon rate, subject to tax withholdings as required by law. The parties acknowledge that they have a reimbursement arrangement with respect to housing and meals. The reimbursement amount is included in the fee Client pays for services, except as otherwise specifically stated herein. Agency will provide substantiation of the reimbursement amount. Amounts reimbursed by Client may be subject to tax deduction limitations.
- 3. INVOICING.** Invoices will be rendered weekly and delivered via email or a web-based application (and Client and Agency shall cooperate to allow Client to obtain invoices in such manner) to the designation set forth in the section entitled "Notices" below. If Client requires Agency to use a non-electronic method of invoicing, then a \$5.00 per non-electronic invoice fee shall apply. Payment by Client shall be due within 30 days of the invoice date and shall be paid by check or EFT. Credit card payments shall not be permitted without Agency's written consent, which may be withheld in its sole discretion. Agency may impose a finance charge of 18% per annum (or the maximum charge permitted by law, if less) to all outstanding past due amounts. Information appearing on the invoice shall be deemed accurate and affirmed by Client unless Client notifies Agency in writing, specifying the particular error(s), omission(s) or objection(s) within 45 days of the invoice date. Failure to notify Agency within that time shall constitute a waiver by Client of any objection thereto.
- 4. GOVERNMENT MANDATED COST INCREASES.** If at any time during the term of this Agreement, Agency is required to increase its employees' compensation (due to increase in minimum wage rates or mandatory benefits requirement), or incurs an increase in its compensation costs as a direct result of any law, determination, order or action by a governmental authority or government insurance benefit program, Client agrees that Agency may increase the bill rates proportionately so as to place Agency in the same position it was in prior to such law, determination, order or action. Client shall pay such increased bill rates upon Agency's provision of 30 days' notice of such increase.
- 5. MEDICARE ACCESS.** In compliance with Section 420.302(b) of the Medicare regulations, until the expiration of four years after the furnishing of the services provided under this Agreement, Agency will make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of those services.
- 6. EQUAL EMPLOYMENT OPPORTUNITY POLICY.** Both parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against, harass, or retaliate against any employee or job applicant on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or any other status or condition protected by applicable federal, state or local laws. Client will promptly investigate allegations of discrimination, harassment and retaliation and will report to Agency any suspected discrimination, harassment and/or retaliation either by or against Clinicians immediately.

Client shall indemnify Agency for all costs, liabilities or losses associated with defending any charge, complaint, claim, cause of action or suit (hereinafter collectively referred to as "claim(s)") by (A) any governmental or administrative agency and/or (B) any Clinician or anyone acting on his/her behalf, in which Client's action/inaction has given rise to, in whole or in part, the underlying claim. This may include, but is not limited to, claims for breach of contract, defamation, invasion of privacy, intentional or negligent infliction of emotional distress, wrongful discharge, discrimination, harassment, retaliation, or violation of any federal, state or other governmental statute or regulation.

7. **NOTICES.** All notices, demands, requests or other instruments that may be or are required to be given hereunder ("Notices") shall be in writing and sent to the addresses set forth below (for Client under "Notices (Other than Invoices/Billing)"), by hand delivery, first class, certified mail – return receipt requested or via overnight courier, postage prepaid. Invoices and billing items for Client shall be sent to the address set forth below and as provided in the section entitled "Invoicing" above.

AGENCY **Group President & COO, Nurse & Allied Solutions**
8840 Cypress Waters Boulevard, Suite 300
Coppell, Texas 75019

CLIENT NOTICES (OTHER THAN INVOICES/BILLING):

INVOICES AND BILLING:

X _____
Client Designated Contact Name
X _____
Client Designated Client Name
X _____
Client Designated Address
X _____
Client Designated City, State, Zip
X _____
Client Designated Email Address

X _____
Client Designated Contact Name
X _____
Client Designated Client Name
X _____
Client Designated Address
X _____
Client Designated City, State, Zip
X _____
Client Designated Email Address

The designations for Notices provided herein are conclusively deemed to be valid, and notice given in compliance with this paragraph shall be conclusively presumed to be proper and adequate. Either party may from time to time add or change its notice designation above in a writing given to the other party.

8. **ENTIRE AGREEMENT; ATTORNEYS' FEES; GOVERNING LAW.** This Agreement (including Attachment 1 and each executed Service Line Exhibit) contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments and practices between the parties and shall take precedence and control over any terms set forth in a group purchasing agreement under which Client may be a participating member. No amendments to this Agreement (including a Service Line Exhibit) may be made except by written mutual agreement. In the event of a conflict between this Healthcare Staffing Agreement (or Attachment 1), on the one hand, and a Service Line Exhibit on the other hand, this Healthcare Staffing Agreement (or Attachment 1) shall control unless the conflicting provision in the Service Line Exhibit explicitly indicates the intent for such provision to supersede a specific provision in this Healthcare Staffing Agreement (or Attachment 1). In the event that any action is brought to enforce or interpret this Agreement or any part thereof, the prevailing party shall recover its costs and reasonable attorneys' fees in bringing such action. In the event of non-payment by Client, Client shall pay all costs incurred by Agency in collecting delinquent amounts, including collection agency fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws rules. The parties consent to the exclusive jurisdiction of the state and federal courts located in Dallas County, Texas for any action arising under this Agreement.
9. **INSURANCE AND SAFETY LAWS.** At Client's request, Agency will provide certificates evidencing its worker's compensation, general liability and professional liability insurance coverage. Client accepts responsibility for compliance with all relevant safety and health laws and regulations during the period of a Clinician's assignment under Client's supervision, including but not limited to Joint Commission regulations relating to orientation and evaluation and HIPAA regulations. While Agency will give each Clinician a safety and standards manual relating to safety, universal precautions, occupational exposure to bloodborne pathogens, other safety issues and HIPAA regulations, Client will also provide each Clinician with all necessary site-specific training, orientation, equipment and evaluations required by federal, state or local occupational safety laws or rules, including Joint Commission

and HIPAA, for members of Client's workforce. Further, Client will only assign Clinicians to work in the clinical specialty areas in which they are professionally qualified and oriented to work. In the event of any sentinel event or actual or threatened claim arising out of or relating to the acts or omissions of Clinician, Client shall provide Agency written notice of such claim immediately and, in no event more than 30 days after Client knew, or reasonably should have known, of such claim.

10. CONFIDENTIAL INFORMATION.

- a. Each party shall keep confidential all Confidential Information (as defined below) of the other party ("owning party"), and shall not use or disclose such Confidential Information either during or at any time after the term of this Agreement, without owning party's express written consent, unless required to do so by law, court order or subpoena in which case a party shall not disclose such information until it has provided advance notice to owning party such that owning party may timely act to protect such disclosure. For purposes of this provision, "Confidential Information" means non-public information that is disclosed or becomes known to the other party as a consequence of or through its activities under this Agreement, including, but not limited to, matters of a business nature, such as Clinicians' and prospective Clinicians' names and personal information, bill rates and the terms of this Agreement, compensation and benefits packages and structure, hiring decision-making process, hiring needs and/or requests for placement, costs, profits, margins, markets, sales, business processes, information systems, quarterly and annual review documents, reports generated, and any other information of a similar nature. The foregoing notwithstanding, the parties agree where required by law, Agency may provide (i) an executed copy of this Agreement, and (ii) a full disclosure of charges and compensation under the applicable Service Line Exhibit(s) to the governmental or regulatory authority set forth in the applicable law. Client acknowledges that this Section constitutes notice of such disclosure, and no additional notification is required.
- b. Client shall not:
 - i. sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Clinician personal information to another business or a third party for monetary or other valuable consideration;
 - ii. retain, use, or disclose such Clinician personal information for any purpose other than for the specific purpose of confirming the suitability of the Clinician to perform temporary professional services, and Client processes necessary to enable Clinician to perform the services, including but not limited to time keeping, billing, and access to client systems; or
 - iii. retain, use, or disclose such Clinician personal information outside of the direct business relationship between Agency and Client.
- c. In addition, Client agrees to use appropriate privacy and security measures to protect all Clinician personal information from unauthorized access, destruction, use, modification, or disclosures in accordance with all federal and state privacy laws, including but not limited to, limiting access to only those employees necessary for performance under this Agreement, implementing suitable measures to prevent unauthorized persons from gaining access to Clinician personal information and to prevent unauthorized reading, copying, alteration, use, or removal of Clinician personal information. Client will report to Agency in writing, no more than one business day after discovery, any breach of security or privacy unauthorized use, or unauthorized disclosure of Clinician personal information. Client shall be responsible for notifying affected Clinician of the occurrence (as required by applicable law) and for payment of all costs of notification and any costs associated with mitigation, including but not limited to credit monitoring. Client shall also be responsible for all expenses, costs, and any damages incurred by Agency, resulting from such occurrence. Client must obtain Agency's approval of the time and content of any notifications under this Section before contacting affected Clinicians.
- d. Upon termination or expiration of this Agreement, both parties will, without notice or request, either (i) return, within two (2) weeks, all Confidential Information of the other, including copies thereof; or (ii) destroy all Confidential Information in accordance with their respective policies and procedures, and with the same level of care that each party would destroy their own Confidential Information.
- e. This Section 10 will survive any termination or expiration of this Agreement.

11. CONSENT TO FAX. In order to ensure that Agency is in compliance with state and federal law, Client hereby expressly grants permission to Agency to send all facsimile communications to any Client location.

- 12. **TERM.** The term of this Agreement shall be for a period of one year, and this Agreement will renew automatically for successive one-year periods. Either party may terminate this Agreement upon the other party's material breach and failure to cure within 30 days, or at any time upon provision of 30 days written notice to the other party; provided, however, all Clinicians currently confirmed for an assignment, or at work on an assignment, will be permitted at Agency's option to complete their assignments under the terms of this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and/or assigns of Agency.
- 13. **SEVERABILITY.** If any provision herein is held to be contrary to law, such provision will be deemed valid only to the extent permitted by law. All other provisions shall continue in full force and effect.
- 14. **NON-WAIVER.** Agency's failure to require performance of any provision of this Agreement shall not affect its right to require performance at any time thereafter, nor shall Agency's waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default.
- 15. **ASSIGNMENT.** Except with the prior written consent of Agency, Client may not assign or transfer any right, remedy or obligation under this Agreement, including by merger, consolidation, dissolution, or operation of law.

AGREED AND ACCEPTED

**MORROW COUNTY HOSPITAL DISTRICT –
PIONEER MEMORIAL HOSPITAL**

AMN HEALTHCARE, INC.

Signature: _____

Signature: _____

Name: _____

Christin Stanford

Title: _____

Vice President of Client Services

Date: _____

Date: _____

**ATTACHMENT 1
GENERAL TERMS AND CONDITIONS**

The following terms shall be made part of each Service Line Exhibit except to the extent specifically excluded therein:

- 1. LEAD TIME TO FILL ORDERS.** Client agrees to provide Agency exclusively with five business days lead time from the date an order is posted by Client to allow Agency to fill all orders prior to releasing any orders to other agencies. If Agency is unable to fill the orders within five business days, Client may release the orders to other agencies on the sixth business day following the date the applicable order is posted.
- 2. TIMEKEEPING; COMPENSATION OF CLINICIANS.** Clinicians will enter time worked into an electronic timecard system designated by Agency. Client shall designate a representative to review and approve all time no later than each Monday by 2 p.m. PST. Client's approval of Clinicians' time certifies that the hours submitted are correct, the work was performed to Client's satisfaction and authorizes Agency to bill Client for the hours worked by Clinicians. If Client's designated representative fails to timely report time worked to Agency, all time submitted by Clinicians will be considered accurate and Client shall be responsible for payment. If a Clinician does not report to work for a scheduled shift due to illness or some other reason outside of Client's control, Client will not be billed for those hours. Make-up of lost time will be at the mutual agreement of Client and Clinician. Agency has responsibility for all compensation of Clinicians working at Client's facility(ies) under this Agreement. Agency will obtain and keep on file all documentation required by the U.S. Citizenship and Immigration Services to prove legal status to work and reside in the USA.
- 3. MINIMUM WORK WEEK.** For Clinicians confirmed for eight, 10 or any combination of eight, 10, and 12-hour shifts, Client will provide Clinicians a minimum of 40, 48, or more scheduled hours per week based on confirmed daily shift and weekly schedule. For Clinicians confirmed for 12 hour shifts only, Client will provide Clinicians a minimum of 36, or more scheduled hours per week based on confirmed daily shift and weekly schedule. The guaranteed minimum work week calculation includes regular and overtime hours worked but does not include any "on-call" time. The guaranteed minimum work week applies to all work weeks, including weeks during which orientation is provided, weeks with Holidays and weeks during which there may be unit closures for all or any portion of such week. Should Client not provide a Clinician the minimum hours, Client will be invoiced and shall pay the applicable rate set forth in the applicable Service Line Exhibit for all hours below the minimum for such Clinician.
- 4. OVERTIME.** Client agrees to pay one and one-half times (1.5x) the applicable rate for all hours worked more than 40 hours in one work week. If any applicable law requires Agency to pay Clinician daily overtime (an overtime multiple such as one and one-half times (1.5x) or two times (2x) the Clinician's hourly wage), Client shall pay Agency the same multiple on the applicable rate for such hours. Agency may comply with Client's policies regarding overtime when such compliance accords with Agency's obligations under state and federal law, and are communicated to Agency concurrently with the execution of this Agreement or at least 90 days prior to the effective date of such changes.
- 5. ORIENTATION.** Client agrees to pay Agency for all orientation hours worked by Clinicians.
- 6. ON CALL.** Client will pay uncontrolled on-call hours, defined as hours where the Clinician is not required to stay on the facility's premises, at the on-call rate set forth in the applicable Service Line Exhibit. Client will pay controlled on-call hours, defined as hours where the Clinician is required to stay on the facility's premises at the applicable rate. If Clinician is called back to work for Client while serving in an "on-call" capacity, the "on-call" charge will cease, and Client will instead pay Agency the overtime rate for the duration of the call-back period. The minimum call-back period is two hours.
- 7. HOLIDAYS.** For purposes of the Agreement, "Holidays" are: New Year's Eve Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve Day, and Christmas Day. For purposes of clarification, all Holidays begin at 12:00 a.m. the day of the Holiday and run through 11:59 p.m. the day of the Holiday.
- 8. HOME HEALTH PHONE REIMBURSEMENT.** If Client provides home health services and does not provide a cell phone to Clinician, Client agrees to pay for all work-related cell phone use by home health Clinicians, up to a maximum monthly amount of \$50.00 as invoiced by Agency. Clinicians will be responsible for submitting monthly cell phone bill directly to Agency.
- 9. FIRST REFERRING AGENCY.** It is understood that Agency is the first referring agency ("First Referring Agency") with respect to each presented Clinician unless Client notifies Agency within 48 hours of a written or verbal introduction that Client possesses prior knowledge of such Clinician's availability. If Agency is the First Referring Agency with respect to a Clinician, Client will adhere to the hiring limitations and provisions set forth in the applicable Service Line Exhibit. If Client does hire or use (except through Agency) a Clinician first referred by Agency on a travel or per-diem basis through

another agency at any time and for any period prior to the later of (a) 18 months following the end date of a Clinician's assignment and (b) 18 months following the termination of the Agreement, Client shall pay Agency a \$2,500 transfer fee. Notwithstanding, the foregoing restrictions shall not apply where prohibited by law.

- 10. COMMUNICATION DEVICES.** Client agrees to supply Clinicians with communication devices (e.g., cell phone, pager) needed to perform the duties as assigned at no cost to Clinician or Agency.
- 11. TERMINATION OF ASSIGNMENT.** Agency will terminate a Clinician's assignment if the Client provides in writing that the Clinician is incapable of performing the duties of the position, commits acts of professional negligence, is absent from the position without Client's permission during scheduled times, is insubordinate, engages in substance abuse, violates Client's express rules or regulations, or engages in other unprofessional conduct or breach or neglect of duty. For any reasons other than those listed above, Client agrees to give Agency 60 days written notice of cancellation of any Clinicians once a confirmation has been sent by Agency. Should Client be unable to provide such 60 days cancellation notice, Agency reserves the right to bill Client for four weeks (40 hours per week) at the Clinician's applicable rate. In the event of a cancellation without cause, including cancellations with proper notice, Client shall be responsible for any housing and travel costs actually incurred by Agency as a result of such cancellation
- 12. FLOATING.** Client agrees to float a Clinician only in accordance with Client's floating policies for all staff, and the clinical experience of the Clinician. Client confirms that Client's policies on floating comply with current (and will comply with any future) Joint Commission standards, including the provision of an appropriate orientation to the new unit.
- 13. PERFORMANCE EVALUATIONS.** Client agrees to complete a written evaluation regarding the performance of each Clinician upon completion of his or her assignment, and to forward this evaluation to Agency within 15 days. Client may complete the performance evaluation on either the form Agency provides or a comparable form of Client's choosing
- 14. CLINICIAN QUALIFICATIONS.** Agency shall follow its standard certification and credential requirements for its Clinicians. Upon Clinician's arrival at Client facility, Client will verify the identity and credentials of each Clinician by a visual check of the Clinician's photo identification and professional license or certification. Client agrees to interview candidates within 48 hours of file submission. Client shall pay for all costs associated with additional Client requirements and shall provide sufficient time to adopt such new requirements.

Type	Requirement	Requirement Description	Applicable Divisions
Federal	I-9	I-9 for employment eligibility, supporting documents, and E-Verify completed in compliance with federal regulation. Documentation to be retained by staffing agency.	Travel, Allied, Local
Federal	OIG, SAM/GSA	OIG and SAM/GSA verifications completed within 30 days prior to first assignment and monthly thereafter. Documentation to be retained by staffing agency.	Travel, Allied, Local
State	Licensed Providers	Current license and primary source verification prior to start of assignment for all licensed Providers.	Travel, Allied, Local
State	Non-Licensed Providers	National certification, if applicable, and primary source verification prior to start of assignment for all non-licensed Providers.	Travel, Allied, Local
State and/or Federal	Other Regulatory Requirements	Human Resources, Employee Health, Education/Training as required by county/state/federal regulations for applicable practice settings.	Travel, Allied, Local
Human Resources	Background Check	Attestation for completion of 7-year search for-SSN Trace, County Resided and Employed search, National Criminal, OFAC, and VSOP (Violent Sexual Offender Predatory) completed prior to first assignment with agency. Updated every 3 years thereafter. If break in service > 90 days must run counties listed during break in service.	Travel, Allied, Local
Human Resources	Background Check - DMV Check	Attestation for completion of 7-year Department of Motor Vehicle Check, prior to start of first assignment with agency, updated every 3 years thereafter, for home health assignments only. Documentation to be retained by staffing agency. If break in service >90 days, must run counties listed during break in service.	Travel, Allied, Local

Human Resources	Education Verification for Non-Licensed Providers	A diploma, degree or transcripts is acceptable.	Travel, Allied, Local
Human Resources	Facility Specific Documents	Collection and/or DocuSign for business-critical facility documents include the following: facility confidentiality agreement, IT security facility access, and related policies and procedures	Travel, Allied, Local
Employee Health	Drug Screening	Attestation for completion of Standard 9 panel drug screen (does not include marijuana) prior to start of first assignment with agency, updated annually thereafter. If break in service > 90 days, retesting required.	Travel, Allied, Local
Employee Health	Hepatitis B	Declination, 2 or 3 vaccine series (depending on manufacturer), or positive antibody titer. If negative titer, booster, or declination after titer.	Travel, Allied, Local
Employee Health	COVID-19 Vaccine Status	1 or 2 vaccines depending on manufacture or an approved religious/medical exemption by agency on file prior to start of assignment.	Travel, Allied, Local
Employee Health	Influenza	Seasonal vaccine or declination updated annually.	Travel, Allied, Local
Employee Health	Measles, Mumps, Rubella, Varicella	2 vaccines or positive IGG titer. If negative titer booster or declination after titer. Not applicable to Allied Clinicians.	Travel, Local
Employee Health	Statement of Good Health	Statement of good health or completed physical exam prior to first assignment with agency, if break in service > 90 days; then needs to be within the previous year.	Travel, Allied, Local
Employee Health	Tdap	Vaccine required every 10 years or declination	Travel, Allied, Local
Employee Health	Tuberculosis Screening	Annual negative TB skin test or QuantiFERON Gold or T-Spot. Must state negative results. If positive, must show proof of positive history, initial Chest x-ray and annual TB Questionnaire thereafter.	Travel, Allied, Local
Education	Basic Life Support (BLS)	Current Card from acceptable agency (AHA (American Hospital Association), American Red Cross, US Military, Canadian Heart & Stroke Foundation, ASHI (American Safety & Health Institute)). BLS is required for those Providers in an acute care setting, providing direct patient care.	Allied
Education	Basic Life Support (BLS)/Cardiopulmonary Resuscitation (CPR)	Current Card from acceptable agency (AHA, Red Cross, US Military, Canadian Heart & Stroke Foundation, ASHI). BLS is required for those Providers in a direct patient care position. CPR or Online cards accepted for LPNs, CNAs, and unlicensed Providers.	Travel, Local
Education	Regulatory Education	Documentation of agency educational training to the requirements of OSHA and other regulatory agencies, completed annually	Travel, Allied, Local
Education	Specialty Certification	Facility or unit specific	Travel, Allied, Local

**EXHIBIT A-1
SERVICE LINE - NURSE TRAVEL ASSIGNMENTS**

AMN Healthcare, Inc. ("Agency") either directly or through its wholly owned subsidiaries will provide services in accordance with the Healthcare Staffing Agreement (and Attachment 1 thereto) entered into by and between **Morrow County Hospital District - Pioneer Memorial Hospital** ("Client") and Agency on or about **December 12, 2022**, as modified by these additional terms. This exhibit sets forth the additional terms for nurse travel assignments under the Agreement effective **December 12, 2022** ("Nurse Travel Effective Date").

A. RATES.

1. **SCHEDULE OF RATES.** The following Schedule of Rates is based on 13-week nurse travel assignments with a 40-hour work week for eight and 10 hour shifts and 36 hours for 12 hour shifts for the positions listed below. These rates will go into effect for each Clinician currently on assignment and each Clinician beginning an assignment or extension on or after the Nurse Travel Effective Date. The rates include recruitment, housing and compensation for each Clinician placed with Client. On the first anniversary of the Agreement, and each anniversary thereafter, a rate increase equal to the most recently published Medical Care Services National CPI index or three percent, whichever is greater, shall be incorporated automatically into the Schedule of Rates.

SCHEDULE OF RATES					
TYPE OF CLINICIAN	REGULAR RATE	INCENTIVE RATE	CRITICAL NEED RATE	ON-CALL RATE	CHARGE RATE**
Registered Nurse I	\$88.00/hr	\$103.00/hr	\$123.00/hr	\$8.00/hr	\$6.00/hr
Registered Nurse II	\$95.00/hr	\$110.00/hr	\$130.00/hr	\$8.00/hr	\$6.00/hr
Registered Nurse III	\$100.00/hr	\$120.00/hr	\$145.00/hr	\$8.00/hr	\$6.00/hr
Registered Nurse IV	\$115.00/hr	\$140.00/hr	\$175.00/hr	\$8.00/hr	\$6.00/hr
Registered Nurse V	\$130.00/hr	\$155.00/hr	\$185.00/hr	\$8.00/hr	\$6.00/hr
Case Manager	\$125.00/hr	\$132.00/hr	\$138.00/hr	\$8.00/hr	\$6.00/hr
Licensed Practical Nurse	\$80.00/hr	\$90.00/hr	\$100.00/hr	\$8.00/hr	N/A
Surgical Technologist	\$80.00/hr	\$90.00/hr	\$100.00/hr	\$8.00/hr	N/A
Surgical Technologist – CV and First Assistant	\$85.00/hr	\$95.00/hr	\$105.00/hr	\$8.00/hr	N/A
Sterile Processor	\$95.00/hr	\$110.00/hr	\$130.00/hr	\$8.00/hr	N/A

**If a Clinician is required to perform lead or supervisory duties during his or her assignment, the charge rate set forth in the Schedule of Rates will be billed in addition to the applicable regular rate for all such hours.

Registered Nurse I: Physical Rehab, Skilled Nursing

Registered Nurse II: Ante Partum, LTAC, Nursery, Outpatient Clinic, Psych, Telephone Triage/Call Center

Registered Nurse III: BMT, Clinical Education Specialist, Home Health, Home Health Hospice, Home Health Psych, Infection Control, Informatics, Medical/Surgical, Oncology, Outpatient Oncology, PCU, Pediatrics, Post-Partum, Pre/Post Op, all Telemetry, Wound Care

Registered Nurse IV: Ambulatory, Clinical Instructor, CVOR, Dialysis, Endoscopy, ER, Home Infusion, IV Therapy, L&D, OR, PACU, Pediatric CVOR, Pediatric OR, Pediatric PACU

Registered Nurse V: Cath Lab, First Assist, All ICU, Interventional Radiology, NICU (Level II and III), PICU, Thoracic Surgery, Transplant Surgery

2. **HOLIDAY RATE.** Client will pay one and one-half times (1.5x) the regular rate for all time worked by Clinicians on a Holiday.
3. **SHORT ASSIGNMENT PREMIUM.** For assignments of at least 10 full weeks but less than 13 full weeks in length, a \$5.00 per hour rate premium will apply, and for assignments of at least six full weeks but less than 10 full weeks in length, an \$8.00 per hour rate premium will apply.
4. **HIGH NEEDS SPECIALTIES.** Client may designate certain specialties at the time of order as urgent, immediate, special or unique, for which Client shall approve in writing the use of the Incentive Rate or the Critical Need Rate as set forth in the rate schedule for the duration of such assignment or extension.
5. **EARLY ARRIVAL.** Should Client require Clinicians to report to their assignments more than 48 hours prior to their first working day for a drug screen and/or physical exam to be performed by Client, Client will pay Agency a housing fee of \$98.00 per day.

6. TRAVEL EXPENSES. A travel allowance of \$850 will be billed to Client at the start of each assignment. If Client provides home health services, Client will pay Agency for all home health Clinician's local mileage on daily visits in accordance with the current IRS guidelines.

B. OTHER TERMS.

1. RIGHT TO HIRE. Should Client directly hire or use any Clinician for whom Agency is the First Referring Agency, and Clinician has worked on behalf of Client through Agency less than 1,040 consecutive hours (equivalent to two 13-week assignments), Client agrees to pay Agency a hire fee based on a percentage of the Clinician's annualized Agency base salary determined by the total consecutive hours worked on assignment by Clinician in accordance with the fee schedule below. Client shall provide Agency 30 days prior written notice of its intent to directly hire a Clinician, including the date of anticipated hire. Notwithstanding, the foregoing restrictions shall not apply where prohibited by law. The obligations of this provision shall survive the expiration or termination for any reason of the Agreement for a period of 18 months.

12 Hour Shift Booked Consecutive Hours Worked	Eight- or 10-Hours Shift Booked Consecutive Hours Worked	Equivalent Number of 13 Week Assignments Worked	Percent of Annual Salary
Less than 468	Less than 520	1	25%
469 to 936	521 to 1040	2	15%
Greater than 937	Greater than 1041	Greater than 2	No Fee

For example, assuming Clinician has worked 1035 consecutive hours (less than two 13-week assignments) and earns an Agency base salary of \$50,000 this calculates to: $(\$50,000 \times 15\%) = \$7,500$ due to Agency.

2. PRECEPTORS. Client agrees that it will not request, require or permit Clinicians to act as preceptors.

In the event of a conflict between the terms of the Agreement and this Exhibit as it relates to nurse travel assignments, the terms of this Exhibit shall prevail.

AGREED AND ACCEPTED

**MORROW COUNTY HOSPITAL DISTRICT –
PIONEER MEMORIAL HOSPITAL**

AMN HEALTHCARE, INC.

Signature: _____

Signature: _____

Name: _____

Christin Stanford

Title: _____

Vice President of Client Services

Date: _____

Date: _____

EXHIBIT A-2
SERVICE LINE – CRISIS AND RAPID RESPONSE ASSIGNMENTS

AMN Healthcare, Inc. (“Agency”) either directly or through its wholly owned subsidiaries (including Nursefinders, LLC), will provide services in accordance with the Healthcare Staffing Agreement (and Attachment 1 thereto) entered into by and between **Morrow County Hospital District - Pioneer Memorial Hospital** (“Client”) and Agency on or about **December 12, 2022**, as modified by these additional terms. This exhibit sets forth the additional terms for Crisis and Rapid Response assignments under the Agreement effective **December 12, 2022** (“Crisis and Rapid Response Effective Date”).

1. **SCOPE OF SERVICES.** Services includes the provision of temporary Clinicians for the specific positions set forth in the schedule of rates below for:
 - a. Contract assignments typically four (4) to eight (8) weeks in duration or as otherwise agreed to by Agency and Client with a minimum guarantee of 48 hours per week (herein referred to as “Crisis Clinicians”);
 - b. Contract assignments typically four (4) to eight (8) weeks in duration or as otherwise agreed to by Agency and Client with a minimum guarantee for 48-60 hours per week (herein referred to as “Rapid Response Clinicians”). Following Client direction and guidance on specialty requirements, Rapid Response Clinicians will be secured with an auto-offer based on their profile.
2. **SCHEDULE OF RATES.** The following Schedule of Rates includes recruitment, processing, screening costs (such as any costs for drug screens and background checks), housing and all compensation for each Clinician placed hereunder, unless otherwise noted in an order confirmation. On the first anniversary of the Agreement, and each anniversary thereafter, a rate increase equal to the most recently published Medical Care Services National CPI index or three percent, whichever is greater, shall be incorporated automatically into the Schedule of Rates.

SCHEDULE OF RATES				
TYPE OF CLINICIAN	CRISIS RATE	RAPID RESPONSE RATE	ON-CALL RATE	CHARGE RATE**
Registered Nurse	To be determined for each order and agreed to in writing in a signed Confirmation	To be determined for each order and agreed to in writing in a signed Confirmation	\$9.00/hr	\$8.00/hr

**If a Clinician is required to perform lead or supervisory duties during his or her assignment, the charge rate set forth in the Schedule of Rates will be billed in addition to the applicable regular rate for all such hours.

3. **HOLIDAY RATE.** Client will pay one and one-half times the regular rate for all time worked by Clinicians on a Holiday.
4. **ORIENTATION.** Client agrees to pay Agency for all orientation hours worked by Clinicians. Time spent in orientation shall be counted as hours worked and billed at the hourly rate applicable to the position assigned.
5. **OVERTIME.** Client will pay for overtime following federal and/or state law overtime and/or double time formulas (i.e., 1.5 or 2 times the hourly rate) for the state in which the Clinician works. Additionally, Client agrees to pay for hours worked on holidays and call-in at 1.5 times the rates identified in the Schedule of Rates unless a greater rate, such as double time, must be used under federal and/or state law.
6. **MINIMUM WORK WEEK.** Client shall use the services of each Clinician for, at a minimum, the guaranteed hours per week, not less than 48 hours per week, agreed upon in the order and confirmed in the assignment confirmation agreement (“Guaranteed Hours”). The calculation of the Guaranteed Hours includes regular and overtime hours but does not include any “on-call” time. The guaranteed minimum work week applies to all work weeks, including weeks during which orientation is provided (but only if Clinician starts on or prior to Tuesday), weeks with Holidays and weeks during which there may be unit closures during all or any portion of such week. If Client does not provide a Clinician with a schedule or opportunity to work Guaranteed Hours for a work week, Client nonetheless shall be billed and pay for the number of hours comprising the Guaranteed Hours for the work week.
7. **TERMINATION OF ASSIGNMENT.** Agency will terminate a Clinician’s assignment if the Client provides in writing that the Clinician is rendered permanently incapable of performing the duties of the position, commits acts of Clinician negligence, is absent from the position without Client’s permission during scheduled times, is insubordinate, engages in substance abuse, violates Client’s express rules or regulations, or engages in other unprofessional conduct or breach or neglect of duty. For any reasons other than those listed above, Client agrees to give Agency 30 days written notice

of cancellation of a Clinician once Agency has confirmed the placement. If Client fails to provide such 30 days cancellation notice, Client is responsible for payment of an amount equal to four weeks of Guaranteed Hours at the regular rate. In the event of a cancellation without cause, including cancellations with proper notice, Client shall be responsible for any housing and travel costs actually incurred by Agency as a result of such cancellation.

- 8. DELAY OR POSTPONEMENT OF ASSIGNMENT START.** Each Clinician’s assignment will begin on the date agreed to by Agency and Client and specified in the confirmation. An assignment start may be delayed if all pre-requirements of licensing board, Client and Agency are not timely met. Agency reserves the right to bill Client for the Guaranteed Hours during any Client initiated postponement period at the regular rate. If Client postpones an assignment start, Client shall also be responsible for any housing costs actually incurred by Agency.
- 9. RIGHT TO HIRE.** Should Client directly hire or use any Clinician for whom Agency is the First Referring Agency and Clinician has worked on behalf of Client through Agency less than 1536 consecutive hours (equivalent to four assignments of eight weeks), Client shall pay Agency a hire fee based on a percentage of the Clinician’s annualized Agency base salary determined by the total consecutive hours worked on assignment by Clinician in accordance with the fee schedule below. Client shall provide Agency 30 days prior written notice of its intent to directly hire Clinician, including the date of anticipated hire. Notwithstanding, the foregoing restrictions shall not apply where prohibited by law. The obligations of this provision shall survive the expiration or termination for any reason of the Agreement for a period of 12 months.

Consecutive Hours Worked	Equivalent Number of Eight Week Assignments Worked	Percent of Annual Salary
Less than 384	1	25%
385 to 768	2	20%
769 to 1153	3	15%
1154 to 1536	4	10%
Greater than 1536	Greater than 4	No Fee

- 10. PRECEPTORS.** Client agrees that it will not request, require or permit Clinicians to act as preceptors.
- 11. CLINICIAN QUALIFICATIONS.** Agency shall follow its standard certification and credential requirements for its Clinicians. Upon Clinician’s arrival at Client facility, Client will verify the identity and credentials of each Clinician by a visual check of the Clinician’s photo identification and professional license or certification.

Type	Requirement	Requirement Description
Federal	I-9	I-9 for employment eligibility, supporting documents, and E-Verify completed in compliance with federal regulation. <i>Documentation to be retained by staffing agency.</i>
Federal	OIG, SAM/GSA	OIG and SAM/GSA verifications completed within 30 days prior to first assignment and monthly thereafter. <i>Documentation to be retained by staffing agency.</i>
State	Licensed Providers	Primary source verification of current license prior to start of assignment <i>*Agency will follow State and/or National Emergency Declarations that may allow waivers to include out of state licensure, compact licensure and/ or exceptions to start pending active licensure within jurisdiction</i>
State	Non-Licensed Providers	Primary source verification of national certification as applicable for the discipline and specialty prior to start of assignment. <i>*Agency will follow State and/or National Emergency Declarations that may allow waivers or exceptions to start pending validation of current certification</i>
Human Resources	Background Check	Attestation for completion of seven-year background search to include the following: SSN Trace, National Criminal Check, OFAC, and VSOP. Healthcare professional may begin assignment pending completion of background check searches; required prior to first assignment with agency and updated every 3 years thereafter.
Human Resources	Facility Specific Documents	Collection and/or DocuSign for business-critical facility documents include the following: facility confidentially agreement, IT security facility access, and crisis related policies and procedures

Human Resources	Drug Screening	Attestation for completion of Standard 9 panel drug screen (does not include marijuana) completed within one year of assignment. Healthcare professional may begin orientation pending results.
Employee Health	Hepatitis B	Declination , or three vaccine series, or positive antibody titer. If negative titer, booster or declination after titer. <i>Attestation of completion if unable to obtain documentation of vaccine series or positive antibody titer from previous employer, primary care provider or laboratory services.</i>
Employee Health	Measles Mumps Rubella Varicella	One vaccine or positive IGG titer <i>Attestation of completion if unable to obtain documentation of vaccine series or positive antibody titer from previous employer, primary care provider or laboratory services.</i>
Employee Health	COVID-19 Vaccine Status	1 or 2 vaccines depending on manufacture or an approved religious/medical exemption by agency on file prior to start of assignment.
Employee Health	Tuberculosis Screening	TB questionnaire is required within one year of start of assignment <i>Attestation of completion for initial TB test is acceptable if unable to obtain documentation from previous employer, provider or laboratory.</i>
Employee Health	Influenza	Declination , Seasonal vaccine, updated annually. <i>Attestation of completion if unable to obtain documentation of vaccine from previous employer, primary care provider or laboratory services.</i>
Education	Life Saving Certificates BLS, ACLS, PALS, NRP	Current card from acceptable agency (AHA, Military, American Red Cross, AAP)

12. OTHER. For the avoidance of doubt, the sections of Attachment 1 entitled "ORIENTATION", "OVERTIME," "MINIMUM WORK WEEK", "CLINICIAN QUALIFICATIONS" and "TERMINATION OF ASSIGNMENT" are hereby superseded by the identically captioned sections in this Exhibit with respect to Crisis and Rapid Response assignments.

In the event of a conflict between the terms of the Agreement and this Exhibit as it relates to Crisis and Rapid Response assignments, the terms of this Exhibit shall prevail.

AGREED AND ACCEPTED

**MORROW COUNTY HOSPITAL DISTRICT –
PIONEER MEMORIAL HOSPITAL**

AMN HEALTHCARE, INC.

Signature: _____

Signature: _____

Name: _____

Christin Stanford

Title: _____

Vice President of Client Services

Date: _____

Date: _____

COMPANY DATA SHEET

Financial Responsible, Party Legal Name		Dun & Bradstreet #	
		Contract Signer Name	
Address City, State, Zip		Title	
		Telephone #:	
Client Operational Address City, State, Zip		Billing Address City, State, Zip	

Accounts Payable Contact:		Telephone #:	
		Email:	
Officers			
President			
CFO			

Type of Company (Inc., LLC., PC)		State of Registration	
		Date of Registration	

Parent Company Name	
Address City, State, Zip	

Timekeeping Instructions:

Timecards are due by Monday @ 2pm:	
Timecard type	E-Time
Timecard Submitted By:	Clinician
Rounding Rules:	Time will be rounded to quarter hour
Pay Cycle	Sunday – Saturday
<p>Standard Timecard Statement of Rules: Overtime, call back, on call, charge, etc. is billable as long as we receive a signed timecard with that information. If there is no lunch indicated, AMN bills for the missing lunch (in CA only). All other states, we deduct 30 min meal and bill the rest. Cancellations are reported on the timecard and AMN bills based on the information entered. Per-diem cancelations should be reported on a per-diem timecard.</p>	

SCRIBE SERVICES AGREEMENT

This Scribe Services Agreement (the “Agreement”) is made and entered into on _____ (the “Effective Date”), by and between Scribekick LLC, a Virginia limited liability company with its principal office located at 2400 Old Brick Road, Glen Allen, VA 23060 (“SCRIBE FIRM”), and _____ with its principal office located at _____ (“CLIENT”).

RECITALS

WHEREAS, CLIENT provides health care services through employed or contracted physicians and/or other health care professionals at its practice location(s) in _____;

WHEREAS, SCRIBE FIRM provides scribe services through the placement of its non-physician employees either on-site at practice locations or remotely; and

WHEREAS, CLIENT desires to engage SCRIBE FIRM to provide scribe services to CLIENT through SCRIBE FIRM’S non-physician employees pursuant to the terms set forth herein.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. SCRIBE FIRM Duties and Responsibilities

a. On-Site Services. SCRIBE FIRM shall recruit, screen, interview, train, and assign its employed scribes (each, an “Assigned Employee,” and, collectively, the “Assigned Employees”) to assist CLIENT’s medical professionals with patient visit documentation (“Scribe Services”), under the general supervision of CLIENT’s employed or otherwise engaged physicians at the practice locations specified in the attached Exhibit A, as that exhibit may be amended from time to time upon mutual agreement of the parties. CLIENT specifically acknowledges and agrees that SCRIBE FIRM may assign more than one Assigned Employee to CLIENT in order to provide the Scribe Services to one or more of CLIENT’s physicians; provided, however, that SCRIBE FIRM’s duty to fill assignments is subject to the availability of qualified Assigned Employees as determined by SCRIBE FIRM in its sole discretion.

b. Virtual Services. SCRIBE FIRM shall provide Scribe Services through its Assigned Employees remotely in lieu of on-site at CLIENT locations on an as-needed basis as reasonably requested by CLIENT. In the event that CLIENT requests the provision of Scribe Services remotely, CLIENT shall ensure that patient visits are made available to the Assigned Employees through a third-party HIPAA-compliant virtual meeting company in a reasonable amount of time for SCRIBE FIRM to complete its obligations hereunder. SCRIBE FIRM shall not be liable for any delay or interruption in the performance or completion of its obligations hereunder that result from any act, neglect, or default of CLIENT or any third-party HIPAA-compliant virtual meeting company, including, but not limited to, any system failures of any third-party HIPAA-compliant virtual meeting company, or otherwise from any cause beyond the reasonable control of SCRIBE FIRM.

c. SCRIBE FIRM Employees. The parties acknowledge and agree that the Assigned Employees shall, at all times hereunder, remain the employees of SCRIBE FIRM and that the Assigned Employees shall not be entitled to any employment benefits from CLIENT. SCRIBE FIRM shall pay to its Assigned Employees such wages and provide to them such benefits as SCRIBE FIRM decides to offer to them in its sole discretion. SCRIBE FIRM also shall pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and maintain ultimate responsibility for unemployment and workers' compensation claims with respect to Assigned Employees.

d. Confidentiality Agreement. SCRIBE FIRM shall require each Assigned Employee to sign a confidentiality agreement in the form attached hereto as Exhibit B before the Assigned Employee provides Scribe Services to CLIENT.

e. Third-Party Tools and Services. SCRIBE FIRM may, at its expense, deploy third-party tools and services as it deems necessary for the performance of this Agreement, provided that SCRIBE FIRM shall remain wholly responsible for the Scribe Services. SCRIBE FIRM may replace or cease the use of such third-party tools and services in its normal course of business. SCRIBE FIRM agrees to impose on any third-party tools and services obligations no less strict than those imposed upon SCRIBE FIRM under this Agreement with respect to security and confidentiality. SCRIBE FIRM shall be responsible and liable for all third-party tools and services utilized in the performance of this Agreement.

2. CLIENT's Duties and Responsibilities

a. Qualifications of Physicians. At all times during the term of this Agreement CLIENT's physicians to whom Assigned Employees are assigned shall be duly licensed and qualified to practice medicine in the state(s) in which the physicians provide professional services. CLIENT shall notify SCRIBE FIRM in writing immediately upon CLIENT's receipt of information indicating that any such physician is no longer duly licensed or qualified.

b. Supervision of Assigned Employees. CLIENT shall monitor and supervise the Assigned Employees when such employees are performing Scribe Services for CLIENT, whether on-site or remotely, and shall maintain sole and ultimate responsibility and liability for the accuracy and completeness of patient visit documentation and for the provision of health care services to CLIENT's patients.

c. Practice Locations. CLIENT shall provide Assigned Employees with a safe work environment and shall provide such information and training as is necessary to inform Assigned Employees about any hazardous substances or conditions to which they may be exposed at CLIENT's practice locations. CLIENT shall monitor, supervise, control, and safeguard its practice locations, including its processes and/or systems, and shall not permit Assigned Employees to operate any vehicle or equipment, or entrust any Assigned Employee with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without SCRIBE FIRM's prior written consent or as strictly required for the Assigned Employee to perform his or her duties hereunder.

d. Log-In Information. CLIENT shall provide, at its sole expense, each Assigned Employee

with his or her own login to be used solely by that Assigned Employee in the performance of his or her duties hereunder. For the avoidance of doubt, CLIENT shall not permit its physicians and/or its other health care professionals to share their login information with Assigned Employees or otherwise permit Assigned Employees to use a physician's or other health care professional's login information.

e. Assigned Employees' Duties. CLIENT shall not change Assigned Employees' job duties without SCRIBE FIRM's prior written consent.

f. Training of CLIENT Employees. CLIENT shall not ask or permit, directly or indirectly, any Assigned Employee to train CLIENT's employees or otherwise engaged personnel to provide Scribe Services.

g. Exclusion from Employee Benefits Plans. CLIENT shall exclude Assigned Employees from CLIENT's benefit plans and shall not offer or promise anything to Assigned Employees relating to such employees' compensation or benefits.

h. Notice of Intent to Terminate Assigned Employee.

i. In the event that CLIENT concludes, in its reasonable business judgment, that an Assigned Employee is not performing his or her duties in a satisfactory manner or that Assigned Employee otherwise fails to satisfy the requirements of this Agreement, and CLIENT wishes to terminate the Assigned Employee's assignment with CLIENT, CLIENT shall provide reasonable notice to SCRIBE FIRM and shall reasonably cooperate with SCRIBE FIRM in replacing the Assigned Employee with a new Assigned Employee.

ii. In the event that CLIENT wishes to terminate the assignment of an Assigned Employee other than for reasons set forth in Section 2(h)(i), CLIENT shall provide thirty (30) days prior written notice to SCRIBE FIRM, unless SCRIBE FIRM and CLIENT mutually agree to a shorter notification period.

i. Compliance with Laws. At all times during the term of this Agreement, CLIENT shall comply with all applicable federal and state laws, regulations, and rules, including, but not limited to, Medicare rules governing EHR Incentive Programs or other physician payment programs, the Medicare Access and CHIP Reauthorization Act of 2015, and the Health Insurance Portability and Accountability Act of 1996, as amended and revised by the Health Information Technology for Economic and Clinical Health Act ("HIPAA," and, collectively, "Applicable Laws").

j. Exclusivity. CLIENT acknowledges and agrees that SCRIBE FIRM shall be the exclusive provider of Scribe Services to CLIENT during the term of this Agreement. Notwithstanding the foregoing, nothing herein shall be deemed to limit or prohibit, and shall not limit or prohibit, SCRIBE FIRM from providing Scribe Services to individuals or entities other than CLIENT.

3. Fees

a. Fees for Scribe Services. CLIENT shall pay SCRIBE FIRM for the provision of Scribe Services hereunder at the initial rates set forth on Exhibit A and subsequent rates set in accordance with this Agreement ("Rates"). Subject to providing CLIENT with at least thirty (30) days prior written notice,

SCRIBE FIRM may increase Rates up to 5% per calendar year beginning on January 1 following the first anniversary of the Effective Date of this Agreement. SCRIBE FIRM may calculate the Rate for any subsequent year as if the full 5% increase had been implemented during each previous eligible year, regardless of whether such increase was actually implemented. SCRIBE FIRM CLIENT also shall pay to SCRIBE FIRM any additional costs or fees set forth in this Agreement.

b. Invoicing. SCRIBE FIRM shall provide an invoice to CLIENT on a monthly basis for the Scribe Services provided to CLIENT in the prior month. Payment is due to SCRIBE FIRM within thirty (30) days of CLIENT's receipt of the invoice. Interest will accrue on any amounts past due for more than thirty (30) days at a rate of 1.5% per month of the overdue amount. To assist SCRIBE FIRM in preparing the invoices, CLIENT shall cooperate with SCRIBE FIRM in preparing and/or approving Assigned Employee time sheets or such other mechanism for documenting time worked by the Assigned Employees as mutually agreed to by the parties. If CLIENT disputes any portion of any invoice, CLIENT will pay the undisputed portion in accordance with this section, and the disputed portion of the invoice shall be addressed pursuant to Section 12 of this Agreement.

c. Overtime Pay. The parties acknowledge and agree that all Assigned Employees are nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work ("Overtime"). SCRIBE FIRM shall charge CLIENT, and CLIENT shall pay to SCRIBE FIRM, applicable rates for Overtime only when federal law requires Overtime pay for an Assigned Employee's provision of Scribe Services to CLIENT, and CLIENT has authorized and directed, or otherwise permitted, the Assigned Employee to work Overtime. CLIENT's billing rate for Overtime hours will be the same multiple of the regular billing rate as SCRIBE FIRM is required to apply to the Assigned Employees' regular pay rate. By way of example, but not limitation, when federal law requires SCRIBE FIRM to pay an Assigned Employee 150% of such employee's regular pay rate for work exceeding 40 hours per week, SCRIBE FIRM will bill CLIENT, and CLIENT will pay SCRIBE FIRM, at 150% of the regular billing rate for such Overtime.

d. Increased Costs. In addition to the bill rates specified in the attached Exhibit A of this Agreement, CLIENT will pay SCRIBE FIRM the amount of all new or increased labor costs associated with CLIENT's Assigned Employees that SCRIBE FIRM is legally required to pay – such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels – until the parties agree on new bill rates.

4. Term and Termination.

a. Term. This Agreement shall become effective as of the Effective Date and continue until terminated subject to the termination provisions contained herein. CLIENT agrees to pay SCRIBE FIRM an amount equal to the estimated total fee for an average month of services provided (defined in Exhibit A) ("Retainer Fee Deposit"). The Retainer Fee Deposit is fully refundable. Any money not used for costs, expenses, and fees owed to SCRIBE FIRM will be refunded to the CLIENT at the conclusion of this Agreement.

b. Termination Without Cause. Either party may terminate this Agreement without cause by providing the other party with at least thirty (30) days' prior written notice of such termination. In the event CLIENT fails to provide timely notice, CLIENT agrees to pay an amount equal to the average of

one (1) calendar month of hours billed at the rate in effect at the time of termination.

c. **Termination For Cause.** Either party may terminate this Agreement immediately in the event that the other party (i) breaches a material term of this Agreement and such breach is not cured within ten (10) days of notice thereof; (ii) becomes subject to voluntary or involuntary bankruptcy proceedings; or (iii) liquidates, dissolves, or otherwise ceases operations.

5. Confidentiality and Non-Disclosure. Each party acknowledges and agrees that, in performing under this Agreement, each party will receive information that is confidential and proprietary to the other party. As used in this Agreement, “Confidential Information” means any and all information that is not readily available or generally known to the public by proper means through sources outside of SCRIBE FIRM or CLIENT, as applicable, and that concerns SCRIBE FIRM or CLIENT, as applicable, or its business, operations, or affairs, including, without limitation, pricing schedules; information about employees; and the nature and content of this Agreement. Each party hereby covenants and agrees that, during the term of this Agreement and for a period of ten (10) years after termination of this Agreement, or for however long the Confidential Information constitutes a Trade Secret under the Virginia Uniform Trade Secrets Act, whichever period is longer, it will hold such Confidential Information in strict confidence and will not disclose or communicate such information to any third party or use such information for any purpose other than to perform under this Agreement or as required by law.

6. Non-Solicitation of Assigned Employees. CLIENT hereby covenants and agrees that, while this Agreement is in force and for a period of six (6) months after the termination of this Agreement, CLIENT will not, without prior written consent from SCRIBE FIRM, (i) offer employment to, solicit, or otherwise hire or contract with any Assigned Employee who provided Scribe Services to CLIENT within the one (1) year period preceding solicitation; or (ii) otherwise induce or attempt to induce any such Assigned Employee to terminate his or her employment with SCRIBE FIRM for the benefit of CLIENT or any business that directly competes with SCRIBE FIRM’s business of providing scribe services to hospitals, physician groups, and/or other individuals or entities in the health care industry. In the event CLIENT violates this provision, CLIENT agrees to pay SCRIBE FIRM forty percent (40%) of SCRIBE FIRM’s expected first-year gross earnings from the Assigned Employee’s services to CLIENT.

7. Cooperation. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by, or that may relate to the provision of Scribe Services by, Assigned Employees pursuant to this Agreement.

8. Business Associate Agreement. The parties acknowledge and agree that SCRIBE FIRM is a business associate of CLIENT. As of the Effective Date, the parties have entered into a Business Associate Agreement containing terms and conditions that are mutually agreeable to the parties and that comply with the relevant provisions in HIPAA.

9. Insurance. Each party is solely and independently responsible for maintaining appropriate general liability and professional liability insurance policies. The professional liability insurance policy shall be in an amount not less than the applicable statutory limitation on recovery in medical malpractice actions.

10. Indemnification.

a. By SCRIBE FIRM. To the extent not covered and paid by insurance, SCRIBE FIRM will defend, indemnify, and hold harmless CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees from any and all claims, losses, and liabilities (including reasonable attorneys' fees) ("Losses"), which arise out of SCRIBE FIRM's material breach of this Agreement; its failure to discharge its duties and responsibilities set forth in this Agreement; or its gross negligence or willful misconduct related to the provision of services under this Agreement. For the avoidance of doubt, the foregoing obligation shall not apply with respect to any Losses that arise out of claims relating to the accuracy or completeness of patient visit documentation or CLIENT's gross negligence, breach of this Agreement, or noncompliance with the Applicable Laws in performing its obligations hereunder.

b. By CLIENT. To the extent not covered and paid by insurance, CLIENT will defend, indemnify, and hold harmless SCRIBE FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees from any and all Losses, which arise out of CLIENT's material breach of this Agreement; its failure to discharge its duties and responsibilities set forth in this Agreement; or its gross negligence or willful misconduct related to the provision of services under this Agreement.

c. Notice Required. As a condition precedent to indemnification, the party seeking indemnification will inform the other party in writing within thirty (30) business days of receiving notice of any Losses for which it seeks indemnification from the other party. The party seeking indemnification will cooperate in the investigation and defense of any such matter.

d. No Additional Obligations. The provisions in this section constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common law indemnification or contribution claim against the other party.

e. Survival. The indemnification obligations set forth herein shall survive termination of this Agreement.

11. Limitation on Liability. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise out of, relate to, or are in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

12. Dispute Resolution. Prior to pursuing judicial resolution of any dispute relating to or arising out of this Agreement, the parties agree to first attempt to resolve any such dispute by way of informal settlement conference and/or mediation.

13. Miscellaneous.

a. Independent Contractors. The parties acknowledge and agree that the relationship between the parties is that of independent contractors. Nothing contained herein shall be construed to create a partnership, joint venture, or employment relationship between the parties.

b. Governing Law and Venue. This Agreement shall be construed and governed according to the laws of the Commonwealth of Virginia without regard to conflicts of law principles. Any action or claim to enforce and/or related to this Agreement shall be brought only in the federal or state courts in the City of Richmond, Virginia. The parties hereby consent to the jurisdiction of such courts.

c. Force Majeure. Neither party shall be liable or be deemed to be in default of this Agreement for any delay or failure to perform caused by Acts of God, war, disasters, strikes, or any similar cause beyond the control of the nonperforming party.

d. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements relating to the subject matter hereof.

e. Amendments. No party shall be entitled to amend this Agreement without the prior written consent of the other party. Any such amendment must be in writing signed by all parties.

f. Effect of Agreement. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors, and permitted assigns.

g. Assignment. This Agreement is not assignable by either party without the prior written consent of both parties.

h. Third-Party Beneficiaries. There are no third parties intended to be beneficiaries of any obligation or right under this Agreement.

i. Severability. If any term of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, all other terms and conditions hereof shall remain in full force and effect.

j. Waiver. No delay or omission by either party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.

k. Notices. All notices and other communications under this Agreement shall be in writing and delivered by hand or via the USPS or other nationally recognized courier to the parties at the addresses set forth on the first page hereof, unless otherwise specified in writing by the parties. Notices related to Sections 2(h), 3(a), 4(b), and 4(d) of this Agreement may also be given by electronic mail at such e-mail address as is typically used for such type of matter in the conduct of the party's business.

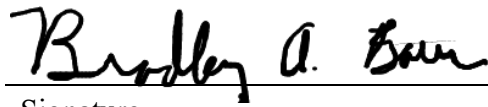
l. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

m. Authorization to Sign. The signatories for each party represent and warrant that he or she has the right and authority to execute this Agreement on behalf of his or her respective party and to therefore bind that party to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

SCRIBEKICK LLC

Signature



Signature

Bradley A. Barr

Printed Name

Printed Name

Founder/Member

Title

Title

Date

Date

Exhibit A
Initial Scribe Rate Schedule and Retainer

Hours Invoiced in Billing Cycle	Initial Hourly Rate
Under 1000	\$28.00
1000-1999	\$27.00
2000-2999	\$26.00
3000-3999	\$25.00
4000 or more	\$24.00

Job Title	Location
Medical Scribe	

Estimated Monthly Hours Billed	Retainer Total

 Signature

 Printed Name

 Title

 Date

 SCRIBEKICK LLC

Bradley A. Barr

 Signature

Bradley A. Barr

 Printed Name

Founder/Member

 Title

 Date

MORROW COUNTY HEALTH DISTRICT
MORROW COUNTY, OREGON

A RESOLUTION OF THE MORROW COUNTY) RESOLUTION
HEALTH DISTRICT RELATING TO) NO. 142-1222
AUTHORIZATION OF PERSONS ALLOWED TO)
SIGN DISTRICT CHECKS AND VOUCHERS)

WHEREAS, the need has arisen to change the authorized signers on all district checking and savings accounts;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE MORROW COUNTY HEALTH DISTRICT:

1. One of the following five person's signatures must appear on all District checks and vouchers:

Diane Kilkenny, Vice Chairman of the Board

Emily Roberts, Chief Executive Officer

Nicole Mahoney, Chief Operating Officer

Michael Lieuallen, Chief Financial Officer

Patti Allstott, Human Resources Director

2. Effective December 20, 2022, all previous authorizations regarding the signing of District checks and vouchers are withdrawn.

PASSED BY A VOTE OF THE BOARD on the 19th day of December, 2022.

Marie Shimer
Board Chair

Diane Kilkenny
Board Vice Chair

MORROW COUNTY HEALTH DISTRICT
MORROW COUNTY, OREGON

A RESOLUTION OF THE MORROW COUNTY) RESOLUTION
HEALTH DISTRICT RELATING TO) NO. 143-1222
AUTHORIZATION OF VISA CARD)
CREDIT LIMITS)

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE MORROW COUNTY HEALTH DISTRICT:

The Morrow County Health District authorizes the existing Bank of Eastern Oregon Visa credit card Main General account credit limit be increased to \$20,000;

BE IT RESOLVED that the previously authorized Visa credit cards listed below will remain AS IS with no changes:

Central Supply	\$10,000 credit limit
Chief Executive Officer	\$5,000 credit limit
Information Systems Director	\$5,000 credit limit
Maintenance Director	\$5,000 credit limit
Educational Expenses	\$7,500 credit limit
Travel Expenses	\$7,500 credit limit

BE IT FURTHER RESOLVED that the Morrow County Health District hereby authorizes the following staff to be contacts on behalf of the District on all Visa Accounts:

Emily Roberts, Chief Executive Officer
Nicole Mahoney, Chief Operating Officer
Michael Lieuallen, Chief Financial Officer
Larissa Gray, Financial Assistant
Jodi Ferguson, Financial Assistant

PASSED BY A VOTE OF THE BOARD on the 19th of December, 2022.

Marie Shimer
Board Chair

Diane Kilkenny
Board Vice Chair



MORROW COUNTY SHERIFF

325 Willow View Drive • P.O. Box 159
Heppner, Oregon 97836
Phone: (541) 676-5317
Fax: (541) 676-5577

John A. Bowles, Sheriff
Brian L. Snyder, Undersheriff

November 15, 2022

Morrow County Health District
Attn: Emily Roberts, CEO
PO Box 9
Heppner, OR 97836

We would like to request that the Morrow County Health District consider funding/purchasing five AED units to be used by the Morrow County Sheriff's Office. The total cost for five Zoll AED Plus machines (Semi-Automatic AED, Graphical Cover, and Text + Voice Prompts) and carrying case from Cardio Partners is \$6,140.

Of the five AEDs we are requesting each one will be placed in patrol vehicles.

We have attached the quote we received from Cardio Partners. The quote is for 10 AEDs which includes the five that the Heppner Fire Department has also requested funding for.

Thank you for your consideration of our request. If you should have any questions, please feel free to contact me at 541-676-2508 or bsnyder@co.morrow.or.us

Sincerely,

Brian Snyder, Undersheriff
Morrow County Sheriff's Office



Cardio Partners
 29170 Network Place
 Chicago, IL 60673-1291
 www.cardiopartners.com

shane.burton@cardiopartners.com
 866-349-4363 Ext. 7217

Quote Number	9311445
Date	10/18/2022
Page	1 of 1
Expiration Dat	12/17/2022
Entered By	SBURTON

Quotation

Bill To 580475
 Morrow County Health District
 PO Box 9
 HEPPNER, OR 97836
 US

Ship To SHIP001
 Morrow County Health District
 Erik Patton
 HEPPNER, OR 97836
 US

Customer Number	Account Manager	Shipping Method	Payment Terms	Ref Number	
580475	MICHAEL BURTON	FEDEX GROUND	NET 30 DAYS	170629	
Item Number	Description	Quantity	UofM	Unit Price	Ext Price
21400010102011010	New Zoll AED+ Semi-Auto with CPR Pad, Batteries, CD & 7 Year Warranty	10	EA	\$1,120.000	\$11200.00
20951-A	Zoll AED+ Carrying Case	10	EA	\$0.000	\$0.00
CTAG	AED Check Tags	10	EA	\$0.000	\$0.00
CPDECAL-SM	AED Window Decal, 4x4	10	EA	\$0.000	\$0.00
RX	Initial Physicians Prescription	10	EA	\$0.000	\$0.00
0970-0519	ZOLL Pedi-Padz II - Infant/Child Electrodes	10	PR	\$100.000	\$1000.00

Routine Maintenance and Program Management are the Best Methods to Ensure Compliance. We Recommend Calibrating Your Medical Equipment Annually.
 For More Information, Contact Service@cardiopartners.com.

Subtotal	\$12,200.00
Freight	\$80.00
Tax	\$0.00
Total	\$12,280.00

Important Information Regarding Your Automated External Defibrillator

Thank you for your interest in working with Cardio Partners, Inc. ("Cardio Partners"). Cardio Partners is a leading national provider of automated external defibrillators ("AEDs"), AED program management, CPR and AED training. We appreciate the opportunity to serve you and support your interest in developing a heart safe environment in your workplace. Please find attached herein, important information with regards to the purchase of your AED and/or related equipment. If you have any questions, Cardio Partners would be happy to assist you. Please contact us at 866-349-4363.

How does an AED work?

An AED is a portable electronic device that automatically analyzes the heart's rhythm in life threatening situations. If it detects a problem, an AED delivers an electrical shock, known as defibrillation to restore the heart's normal rhythm.

What are the liabilities incurred by having an AED in our workplace?

Good Samaritan Laws have been established in all states to mitigate the liability of a trained individual using an AED to attempt to save the life of an individual suffering from sudden cardiac arrest. In addition, in 2000, Congress passed and President Bill Clinton signed the Cardiac Arrest Survival Act which provides those who acquire and use an AED with protection from liability. With proper training in AED use, the risk of misuse in your workplace is low. Cardio Partners strongly recommends that you read the Cardiac Arrest Survival Act and consult your state for local requirements.

Which states have Good Samaritan Laws?

Each state has passed its own version of a Good Samaritan Law, which provides some level of immunity to laypeople who administer an AED. Please consult your state for its equivalent Good Samaritan Law.

Does our workplace now need medical direction?

It is always recommended that a physician be assigned as the medical director of your AED Program. Medical direction may include oversight by a physician of some of the important aspects of an AED Program, including AED site selection, written policies and procedures, CPR and AED training, AED registration and AED maintenance, each of which are, in part, described below. Unless otherwise provided in a separate written agreement, the purchase of your AED does not come with medical direction from Cardio Partners. Please consult your state for its medical direction requirements.

What is an AED Program and does our workplace need one?

An AED Program is designed to establish protocols regarding the use and management of your AED. AED Programs typically include protocols including AED medical direction, AED maintenance, quality assurance programs, reporting requirements, procedures for use and communication of AED usage. Certain states have requirements for AED Programs. Cardio Partners provides services related to AED Programs. Unless otherwise provided in a separate written agreement, the purchase of your AED does not come with an AED Program administered by Cardio Partners. Please consult your state for its AED Program requirements.

Does our workplace need a prescription?

For nearly every circumstance, a written physician's prescription is legally required for the use of an AED. Certain AEDs are sold with a physician's prescription from the AED manufacturer. Certain laws do not allow a prescription to be valid after one year. It is your responsibility as the purchaser of an AED to have a proper physician's prescription for your AED. The purchase of your AED, except in instances in which you have agreed in writing to purchase Cardio Partners' Program Management Services, does not come with a physician's prescription from Cardio Partners. Please consult your manufacturer for inclusion of a prescription with your AED purchase and your state for its prescription requirements.

Do the employees in our workplace need CPR and AED training?

Each state has different requirements for CPR and AED training as part of a company's AED Program. In most states, the primary requirement is that selected employees are required to be trained in CPR and AED use. On a nationwide basis, Cardio Partners provides CPR and AED training. Unless otherwise provided in a separate written agreement, the purchase of your AED does not come with CPR or AED training from Cardio Partners. Please consult your state for its training requirements.

Does our workplace need to register our AED with local authorities?

Each state has different requirements for registration of a workplace AED with local EMS agencies. The goal of such registration is to allow local 911 or equivalent first responder dispatches to advise a caller responding to an emergency as to the nearest AED. Cardio Partners provides registration services as part of its Program Management Services. Unless otherwise provided in a separate written agreement, the purchase of your AED does not come with an AED Program administered by Cardio Partners. Please consult your state for its AED Program requirements.

What ongoing maintenance is required?

AEDs are designed to save lives. There are certain state and manufacturer maintenance standards that are designed to assure that your workplace AED is ready to be deployed whenever it is needed. As a result, your workplace AED will need to be routinely tested to assure that it is functioning properly. As part of your AED Program, regular monthly checks should be completed to allow your workplace to comply with these standards. Cardio Partners provides selected maintenance services as part of your workplace AED Program. Unless otherwise provided in a separate written agreement, the purchase of your AED does not come with an AED Program administered by Cardio Partners. Please consult your state and AED manufacturer for applicable AED Program requirements.

Limitations and Warranty

YOUR PURCHASE OF THIS AED AND ITS USE IS SOLELY AT YOUR RISK. THIS AED IS PROVIDED WITH ALL FAULTS ON AN "AS IS" BASIS WITH ONLY THE WARRANTIES EXPRESSLY PROVIDED BY THE MANUFACTURER OF THIS AED. CARDIO PARTNERS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES THAT THE AED IS FREE OF DEFECTS, MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED OR NON-INFRINGEMENT AND WILL MEET YOUR REQUIREMENTS. CARDIO PARTNERS WILL NOT BE LIABLE FOR LOST PROFITS AND/OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES THAT RESULT FROM THE USE OF, MISUSE OF, FAILURE TO USE, INABILITY TO USE OR RELIANCE UPON THIS AED.

YOUR RIGHTS MAY VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

No Legal Advice

AS A RESULT OF THIS PURCHASE OF AN AED FROM CARDIO PARTNERS, YOU ACKNOWLEDGE AND AGREE THAT THIS IMPORTANT INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES AND NOT FOR THE PURPOSE OF PROVIDING LEGAL ADVICE, AS YOU FURTHER ACKNOWLEDGE AND AGREE THAT CARDIO PARTNERS DOES NOT OFFER OR PROVIDE LEGAL ADVICE OR LEGAL SERVICES. LEGAL ADVICE MUST BE TAILORED TO THE FACTS AND LAW OF EACH SITUATION AND LAWS ARE CONSTANTLY CHANGING. THIS IMPORTANT INFORMATION SHOULD NOT BE USED AS A SUBSTITUTE FOR THE ADVICE OF A QUALIFIED ATTORNEY.

Indemnification

As a result of this purchase of an AED from Cardio Partners, you hereby agree to indemnify, defend and hold harmless Cardio Partners and its affiliates, successors and assigns, from any and all liabilities, claims, and expenses, including, but not limited to, attorney's fees and costs, that arise from your use of such AED. Cardio Partners reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification, in which event as the purchaser of this AED, you will cooperate with Cardio Partners in asserting any available defenses.

Further Questions

If you have further questions in regards to your workplace AED, a workplace AED Program or ways in which Cardio Partners can help you with developing and implementing an AED Program or train your employees, please contact Cardio Partners at 866-349-4363. All additional services or training that may be provided by Cardio Partners shall be conditioned upon a separate written agreement between you and Cardio Partners.



CITY OF HEPPNER

VOLUNTEER FIRE DEPARTMENT

197 WEST WILLOW STREET
P.O. BOX 743
HEPPNER, OREGON 97836
(541) 676-9618



Rusty Estes, chief

November 15, 2022

Morrow County Health District
Attn: Emily Roberts, CEO
PO Box 9
Heppner, OR 97836

We would like to request that the Morrow County Health District consider funding/purchasing five AED units to be used by the Heppner Fire Department. The total cost for five Zoll AED Plus machines and carrying cases from Cardio Partners is \$6,140.

Heppner Fire Department is an all volunteer department with a fire district that covers over 600 square miles of Morrow County, Oregon. Our Rescue unit, that carries the Jaws of Life, covers an additional 1,000 square miles of the county. Due to the vastness of our response area we can be over an hour away from any medical facilities. There are times that we may arrive prior to the ambulance.

In 2018, the American Heart Association reported that more than 356,000 out-of-hospital cardiac arrests occur annually in the U.S. The Journal of Emergency Medical Services (JEMS) reported that in 2018 that roughly 40-50% of annual duty-related fatalities in the fire service was from sudden cardiac arrest. Other studies have show that if a sudden cardiac arrest patient receives defibrillation through an AED within the first minute, their survival rate is 90%.

Of the five AEDs we are requesting one will be placed in our rescue vehicle, one in our primary structure engine, one in each of our command vehicles and the final one placed in the fire hall.

We have attached the quote we received from Cardio Partners. The quote is for 10 AEDs which includes the five that the Morrow County Sheriff's Office has also requested funding for.

Please don't hesitate to get in touch if you would like more information. Thank you for your consideration.

Yours sincerely,

Steve Rhea, Fire Chief
541-980-4232



Cardio Partners
 29170 Network Place
 Chicago, IL 60673-1291
 www.cardiopartners.com

Quote Number	9311445
Date	10/18/2022
Page	1 of 1
Expiration Dat	12/17/2022
Entered By	SBURTON

shane.burton@cardiopartners.com
 866-349-4363 Ext. 7217

Quotation

Bill To 580475
 Morrow County Health District
 PO Box 9
 HEPPNER, OR 97836
 US

Ship To SHIP001
 Morrow County Health District
 Erik Patton
 HEPPNER, OR 97836
 US

Customer Number	Account Manager	Shipping Method	Payment Terms	Ref Number	
580475	MICHAEL BURTON	FEDEX GROUND	NET 30 DAYS	170629	
Item Number	Description	Quantity	UofM	Unit Price	Ext Price
21400010102011010	New Zoll AED+ Semi-Auto with CPR Pad, Batteries, CD & 7 Year Warranty	10	EA	\$1,120.000	\$11200.00
20951-A	Zoll AED+ Carrying Case	10	EA	\$0.000	\$0.00
CTAG	AED Check Tags	10	EA	\$0.000	\$0.00
CPDECAL-SM	AED Window Decal, 4x4	10	EA	\$0.000	\$0.00
RX	Initial Physicians Prescription	10	EA	\$0.000	\$0.00
0970-0519	ZOLL Pedi-Padz II - Infant/Child Electrodes	10	PR	\$100.000	\$1000.00
				Subtotal	\$12,200.00
				Freight	\$80.00
				Tax	\$0.00
				Total	\$12,280.00

Routine Maintenance and Program Management are the Best Methods to Ensure Compliance. We Recommend Calibrating Your Medical Equipment Annually.
 For More Information, Contact Service@cardiopartners.com.

Important Information Regarding Your Automated External Defibrillator

Thank you for your interest in working with Cardio Partners, Inc. ("Cardio Partners"). Cardio Partners is a leading national provider of automated external defibrillators ("AEDs"), AED program management, CPR and AED training. We appreciate the opportunity to serve you and support your interest in developing a heart safe environment in your workplace. Please find attached herein, important information with regards to the purchase of your AED and/or related equipment. If you have any questions, Cardio Partners would be happy to assist you. Please contact us at 866-349-4363.

How does an AED work?

An AED is a portable electronic device that automatically analyzes the heart's rhythm in life threatening situations. If it detects a problem, an AED delivers an electrical shock, known as defibrillation to restore the heart's normal rhythm.

What are the liabilities incurred by having an AED in our workplace?

Good Samaritan Laws have been established in all states to mitigate the liability of a trained individual using an AED to attempt to save the life of an individual suffering from sudden cardiac arrest. In addition, in 2000, Congress passed and President Bill Clinton signed the Cardiac Arrest Survival Act which provides those who acquire and use an AED with protection from liability. With proper training in AED use, the risk of misuse in your workplace is low. Cardio Partners strongly recommends that you read the Cardiac Arrest Survival Act and consult your state for local requirements.

Which states have Good Samaritan Laws?

Each state has passed its own version of a Good Samaritan Law, which provides some level of immunity to laypeople who administer an AED. Please consult your state for its equivalent Good Samaritan Law.

Does our workplace now need medical direction?

It is always recommended that a physician be assigned as the medical director of your AED Program. Medical direction may include oversight by a physician of some of the important aspects of an AED Program, including AED site selection, written policies and procedures, CPR and AED training, AED registration and AED maintenance, each of which are, in part, described below. Unless otherwise provided in a separate written agreement, the purchase of your AED does not come with medical direction from Cardio Partners. Please consult your state for its medical direction requirements.

What is an AED Program and does our workplace need one?

An AED Program is designed to establish protocols regarding the use and management of your AED. AED Programs typically include protocols including AED medical direction, AED maintenance, quality assurance programs, reporting requirements, procedures for use and communication of AED usage. Certain states have requirements for AED Programs. Cardio Partners provides services related to AED Programs. Unless otherwise provided in a separate written agreement, the purchase of your AED does not come with an AED Program administered by Cardio Partners. Please consult your state for its AED Program requirements.

Does our workplace need a prescription?

For nearly every circumstance, a written physician's prescription is legally required for the use of an AED. Certain AEDs are sold with a physician's prescription from the AED manufacturer. Certain laws do not allow a prescription to be valid after one year. It is your responsibility as the purchaser of an AED to have a proper physician's prescription for your AED. The purchase of your AED, except in instances in which you have agreed in writing to purchase Cardio Partners' Program Management Services, does not come with a physician's prescription from Cardio Partners. Please consult your manufacturer for inclusion of a prescription with your AED purchase and your state for its prescription requirements.

Do the employees in our workplace need CPR and AED training?

Each state has different requirements for CPR and AED training as part of a company's AED Program. In most states, the primary requirement is that selected employees are required to be trained in CPR and AED use. On a nationwide basis, Cardio Partners provides CPR and AED training. Unless otherwise provided in a separate written agreement, the purchase of your AED does not come with CPR or AED training from Cardio Partners. Please consult your state for its training requirements.

Does our workplace need to register our AED with local authorities?

Each state has different requirements for registration of a workplace AED with local EMS agencies. The goal of such registration is to allow local 911 or equivalent first responder dispatches to advise a caller responding to an emergency as to the nearest AED. Cardio Partners provides registration services as part of its Program Management Services. Unless otherwise provided in a separate written agreement, the purchase of your AED does not come with an AED Program administered by Cardio Partners. Please consult your state for its AED Program requirements.

What ongoing maintenance is required?

AEDs are designed to save lives. There are certain state and manufacturer maintenance standards that are designed to assure that your workplace AED is ready to be deployed whenever it is needed. As a result, your workplace AED will need to be routinely tested to assure that it is functioning properly. As part of your AED Program, regular monthly checks should be completed to allow your workplace to comply with these standards. Cardio Partners provides selected maintenance services as part of your workplace AED Program. Unless otherwise provided in a separate written agreement, the purchase of your AED does not come with an AED Program administered by Cardio Partners. Please consult your state and AED manufacturer for applicable AED Program requirements.

Limitations and Warranty

YOUR PURCHASE OF THIS AED AND ITS USE IS SOLELY AT YOUR RISK. THIS AED IS PROVIDED WITH ALL FAULTS ON AN "AS IS" BASIS WITH ONLY THE WARRANTIES EXPRESSLY PROVIDED BY THE MANUFACTURER OF THIS AED. CARDIO PARTNERS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES THAT THE AED IS FREE OF DEFECTS, MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED OR NON-INFRINGEMENT AND WILL MEET YOUR REQUIREMENTS. CARDIO PARTNERS WILL NOT BE LIABLE FOR LOST PROFITS AND/OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES THAT RESULT FROM THE USE OF, MISUSE OF, FAILURE TO USE, INABILITY TO USE OR RELIANCE UPON THIS AED.

YOUR RIGHTS MAY VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

No Legal Advice

AS A RESULT OF THIS PURCHASE OF AN AED FROM CARDIO PARTNERS, YOU ACKNOWLEDGE AND AGREE THAT THIS IMPORTANT INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES AND NOT FOR THE PURPOSE OF PROVIDING LEGAL ADVICE, AS YOU FURTHER ACKNOWLEDGE AND AGREE THAT CARDIO PARTNERS DOES NOT OFFER OR PROVIDE LEGAL ADVICE OR LEGAL SERVICES. LEGAL ADVICE MUST BE TAILORED TO THE FACTS AND LAW OF EACH SITUATION AND LAWS ARE CONSTANTLY CHANGING. THIS IMPORTANT INFORMATION SHOULD NOT BE USED AS A SUBSTITUTE FOR THE ADVICE OF A QUALIFIED ATTORNEY.

Indemnification

As a result of this purchase of an AED from Cardio Partners, you hereby agree to indemnify, defend and hold harmless Cardio Partners and its affiliates, successors and assigns, from any and all liabilities, claims, and expenses, including, but not limited to, attorney's fees and costs, that arise from your use of such AED. Cardio Partners reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification, in which event as the purchaser of this AED, you will cooperate with Cardio Partners in asserting any available defenses.

Further Questions

If you have further questions in regards to your workplace AED, a workplace AED Program or ways in which Cardio Partners can help you with developing and implementing an AED Program or train your employees, please contact Cardio Partners at 866-349-4363. All additional services or training that may be provided by Cardio Partners shall be conditioned upon a separate written agreement between you and Cardio Partners.