



**Board Meeting Agenda
March 28, 2022 at 6:30 p.m.**

In Person	Ione Community Church 395 East Main Street, Ione, OR 97843
Zoom	https://us06web.zoom.us/j/89839855505?pwd=c1YQzNtQkw1RXZDQ1RwWlhpY1dJZz09 Meeting ID: 898 3985 5505 Passcode: 634046

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. February 28, 2022 – Regular Session
- B. March 8, 2022 – Special Session

4. Promise of Excellence Review – John Murray

5. Chief of Staff Report – Dr. Ed Berretta

6. CEO Report – Emily Roberts

7. CNO Report – Kathleen Greenup, RN

8. HR Director Report – Patti Allstott

9. Financial Report – Nicole Mahoney

10. New Business

- A. PMPT Contract
- B. MedCall Staffing Agreement
- C. Lease Agreement Review
- D. Community Benefit Requests
 - a. Morrow County – Irrigon Building – AED
 - b. Heppner Community Foundation – Gilliam Bisbee – AED
 - c. Heppner Community Foundation – Fitness Center – AED

11. Old Business

12. Executive Session

- A. ORS 192.660(2)(f) To consider information or records that are exempt from public inspection.

13. Adjourn



MORROW COUNTY HEALTH DISTRICT

Excellence in Healthcare

Board of Directors Meeting Minutes

Meeting Information		Committee Members		
Meeting Date/Time:	February 28, 2022 @ 6:30 p.m.	Board Members:	John Murray, Carri Grieb, Aaron Palmquist, Diane Kilkenny, Marie Shimer	
Location	Irrigon City Hall 490 NE Main Ave Irrigon OR 97844	Guests:	Staff Members: Emily Roberts, Nicole Mahoney, Patti Allstott, Kathleen Greenup, Troy Soenen, Donna Sherman, Sam Van Laer (Zoom), Todd Schmidt (Zoom) Guests: Rick Stokoe (Zoom), Mike Hughes (Zoom), Lisa Pratt, Ken Browne Press: April Sykes	
Video Dial In:	Zoom	Leader:	John Murray, Board Chairman	Recorder: Nicole Mahoney

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"> Chairman John Murray called the meeting to order at 6:34 p.m.
2. Public Comments	<ul style="list-style-type: none"> None.
3. Approval of Minutes	<p>MOTION: Aaron Palmquist moved to approve the minutes for the January 31, 2022 regular meeting minutes as presented. Diane Kilkenny seconded the motion. The motion passed unanimously by all board members present.</p>
4. Promise of Excellence Review	<ul style="list-style-type: none"> John Murray reviewed some of the topics of the District's Promise of Excellence.
5. Medical Staff Report	<ul style="list-style-type: none"> Emily read Dr. Berretta's email (see board packet).
6. CEO Report	<ul style="list-style-type: none"> CEO report was presented by Emily Roberts (see board packet).
7. CNO Report	<ul style="list-style-type: none"> CNO report was presented by Kathleen Greenup (see board packet).
8. HR Director Report	<ul style="list-style-type: none"> HR Director Report was presented by Patti Allstott (see board packet).
9. Financial Report	<ul style="list-style-type: none"> Financials for January were presented by Nicole Mahoney. The district had a \$103,760 gain for the month.
10. New Business	

A. Community Benefit Request	<ul style="list-style-type: none"> Emily presented a community benefit request from Morrow County School District for an AED for AC Houghton Elementary school office. <p>MOTION: Carri Grieb moved to approve the community benefit request for Morrow County School District for an AED. Aaron seconded and moved to amend the motion to include an AED for the new Morrow County Admin Building in Irrigon. Amendment to the motion was accepted. The motion passed with four members voting in favor and Marie Shimer abstained from voting as she is a Morrow County School District employee.</p>
B. Murray's Drugs Pharmacy Services Contract	<ul style="list-style-type: none"> Emily presented a revised Service Agreement between the District and Murray's Drugs. <p>MOTION: Aaron Palmquist moved to approve the service agreement for Murray's Drugs with the addition of a 20 year maximum term clause. Diane Kilkenny seconded the motion. The motion passed with four members voting in favor and John Murray abstained from voting as he is a party to the agreement as an owner of Murray's Drugs.</p>
C. Rocky Mountain Physical Therapy Services Contract	<ul style="list-style-type: none"> Emily presented a revised Service Agreement between the District and Rocky Mountain Physical Therapy. <p>MOTION: Marie Shimer moved to approve the service agreement for Rocky Mountain Physical Therapy with the addition of a 20 year maximum term clause. Aaron Palmquist seconded the motion. The motion passed unanimously by all board members present.</p>
D. Valic Retirement Plan Restatement	<ul style="list-style-type: none"> Emily presented a restatement of the District's 401(a) Retirement plan. <p>MOTION: Aaron Palmquist moved to approve the restatement as presented. Diane Kilkenny seconded the motion. The motion passed unanimously by all board members present.</p>
E. Streamline Subscription	<ul style="list-style-type: none"> Emily presented monthly rates for a subscription to use Streamline's Web services and Portal platform. <p>Consensus by Board was to move forward with both services.</p>
F. Physician Services Agreement	<ul style="list-style-type: none"> Emily presented a Physician Service Agreement between the District and Dr. Rodney Schaffer. <p>MOTION: Aaron Palmquist moved to approve the service agreement for Dr. Rodney Schaffer. Marie Shimer seconded the motion. The motion passed unanimously by all board members present.</p>
11. Old Business	<ul style="list-style-type: none"> Update given by Emily Roberts on the progress made towards the purchase of the land adjacent to the Irrigon clinic from CAPECO for the future site of the Irrigon Ambulance Hall.
12. Executive Session	<ul style="list-style-type: none"> John Murray called to order an Executive Session under ORS 192.660(2)(f) to consider information or records that are exempt from public inspection at 7:05 p.m. Executive Session adjourned and the regular meeting was called back to order at 8:14 p.m.
<p>New Business Continued</p> <p>EMS</p>	<ul style="list-style-type: none"> EMS Advisory Committee Board Appointment <p>MOTION: Aaron moved to appoint Diane Kilkenny as the board's delegate to the EMS Advisory Committee. Carri Grieb seconded the motion. The motion passed unanimously by all board members present.</p> <ul style="list-style-type: none"> John reported that the Board is interested in meeting with representative board members from the Boardman Fire Rescue District as requested. John and Diane will represent the MCHD Board at the meeting.
13. Adjourn	<p>With no further business to come before the board, the meeting adjourned at 8:16 p.m.</p> <p>Minutes taken and submitted by Nicole Mahoney. Approved _____</p>



MORROW COUNTY HEALTH DISTRICT

Excellence in Healthcare

**Board of Directors
Special Session
Meeting Minutes**

Meeting Information		Committee Members			
Meeting Date/Time:	March 8, 2022 5:00 p.m.	Board Members:	John Murray, Marie Shimer, Aaron Palmquist, Diane Kilkenny		
Location:	Virtual	Guests:	Staff Members: Emily Roberts, Nicole Mahoney, Patti Allstott, Troy Soenen		
Video Dial In:	Zoom	Leader:	John Murray, Board Chairman	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"> Chairman John Murray called the meeting to order at 5:05 p.m.
2. New Business	
A. Biannual Appointments & Re-Appointments to EMS Advisory Committee	<ul style="list-style-type: none"> Members of the EMS Advisory Committee must be appointed or re-appointed every 2 years by the MCHD Board. Emily presented a summary of all applications received for appointment and re-appointment. MOTION: Aaron Palmquist moved to approve new appointments for Josie Foster, Donna Sherman, and Kathleen Greenup and re-appointments Dr. Berretta, Delbert Turner, Adam McCabe, Charlie Sumner, Kristen Bowles, Judi Gabriel, and Eric Chick. Marie Shimer seconded the motion. The motion passed unanimously by all board members present.
B. New Provider Contract	<ul style="list-style-type: none"> Emily presented a contract for Amanda Roy, PA-C. MOTION: Aaron Palmquist moved to approve the contract with flexibility for the CEO to negotiate terms if needed. Diane Kilkenny seconded the motion. The motion passed unanimously by all board members present.
3. Adjourn	<p>With no further business to come before the board, the meeting adjourned at 5:29 p.m. Minutes taken and submitted by Jodi Ferguson.</p> <p>Approved _____</p>

March 28, 2022

To: Morrow County Health District Board of Directors

From: Emily Roberts, CEO

Re: CEO Board Report

Provider Recruitment:

- The District is currently recruiting for the following positions at Irrigon Medical Clinic:
 - 1 Family Practice Physician (MD/DO)
 - 1 MD candidate with an in person interview scheduled in March
 - 1 Advanced Practice Provider (PA/NP)
 - 1 FNP candidate with an in person interview scheduled in March
 - 1 PA candidate with Zoom and in person interviews scheduled in April

COVID-19 Updates:

- The District will be updating screening processes as follows:
 - Employees will be required to self-screen prior to entering District facilities and must sign an attestation to this effect.
 - Patients and visitors will be screened at reception upon entering any District facility. Signage will be posted outside entrances requesting that patients call the front desk if experiencing COVID-19 symptoms.
- Masks are still required in healthcare settings except in the following circumstances:
 - If a health care provider or a health system has a stand-alone building where no health care is delivered and no patients are allowed to enter, it would not be considered a health care setting.
 - If there is a part of a health care facility or medical office where no health care is delivered and no patients are allowed and it is physically separated from areas where patients are allowed or health care is delivered, with walls from floor to ceiling and a door that remains closed when not being used, that space would not be considered a health care setting.
 - If individuals are permitted to be in these non-health care setting areas without a mask, face covering or face shield, they must still wear a mask, face covering or face shield within any area that is a health care setting.

EMS:

- The Morrow County EMS Advisory Committee meets on 3/31/22 at 6 p.m. in the PMC conference room.



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

Please be advised that the attached interim financial statements are unaudited and subject to change. The amounts reported on an interim basis may not include all cost report settlements, final audit adjustments, or unearned income, such as COVID provider relief funding. The audited financial statements will be posted to the Morrow County Health District website upon completion.

If you have any questions related to these documents, please contact Nicole Mahoney, Chief Financial Officer, at 541-676-2925.

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

12:11

Balance Sheet

Application Code : GL

User Login Name:mahoneni

February 2022

Description	Current Year
Assets	
Current Assets	
Cash & Investments	7,467,180
A/R Hospital, Swing, Clinic	1,881,588
A/R Home Health & Hospice	227,592
Gross Patient Receivables	2,109,180
Less: Clearing Accounts	0
Less: Allow for Contractual	124,053
Less: Allow for Uncollectible	270,503

Net Patient Accounts Receivabl	1,714,624
Employee Advances	0
Employee Purchases Receivable	1,038
Receivable 340B SunRx	29,782
Taxes Receivable - Prior Year	27,531
Taxes Receivable - Current Yr	-793,557
Other Receivable	7,020
Grants Receivable	0
MC/MD Receivable	559,796
Assisted Living Receivable	7,992

Other Receivable Total	0
Inventory and Prepaid	527,280

Total Current Assets	9,548,687
Long Term Assets	
Land	135,701
Land Improvements	301,596
Building & Improvements	5,852,175
Equipment	7,814,544
Amortizable Loan Costs	0
Construction in Progress	158,794
Less: Accum Depreciation	9,650,133

Total Long Term Assets	4,612,676

Total Assets	14,161,363
	=====

UNAUDITED - SUBJECT TO CHANGE

12:11

Balance Sheet

Application Code : GL

User Login Name:mahoneni

February 2022

Description	Current Year
Liabilities	
Current Liabilities	
Accounts Payable	225,161
Refunds Payable-Hospital	0
Refunds Payable-Clinic	0
Misc Payable	0
Short Term Notes Payable	0

Accounts Payable Total	225,161
Accrued Wages & Liabilities	769,586
Accrued Interest	4,389
Suspense Account	-3,060
TCAA Suspense	4,545
Deferred Income	1,506
Unearned Revenue for COVID 19	1,586,680
MC/MD Settlement Payable	388,168
Contingency Settlement Payable	200,000

Other Liabilities	2,182,228

Total Current Liabilities	3,176,974
	=====
Longterm Liabilities	
STRYKER CAPITAL LEASE	0
BEO 2019 BOILERS LOAN	79,941
BEO 2018 BOARDMAN BLDG LOAN	111,655
BEO 2018 OMNICELL/US LOAN	110,366
BEO 2020 AMBULANCE LOAN	94,703
Morrow Co 2016 Annex Loan	0
BEO Loan AMB/LAB 2016	0
MORROW CO 2018 BOARDMAN BLDG	61,794
BEO ENDO RM/MISC LOAN 2017	22,664
Morrow Co 2013 IMC Loan	12,912
BEO IMC EXPANSION 2018	347,166
GEODC 2021 HOUSE LOAN	84,890
MORROW CO 2021 CHURCH LOAN	63,787
BEO 2008 Hosp Remodel Loan	65,201
USDA Remodel Loan	804,579

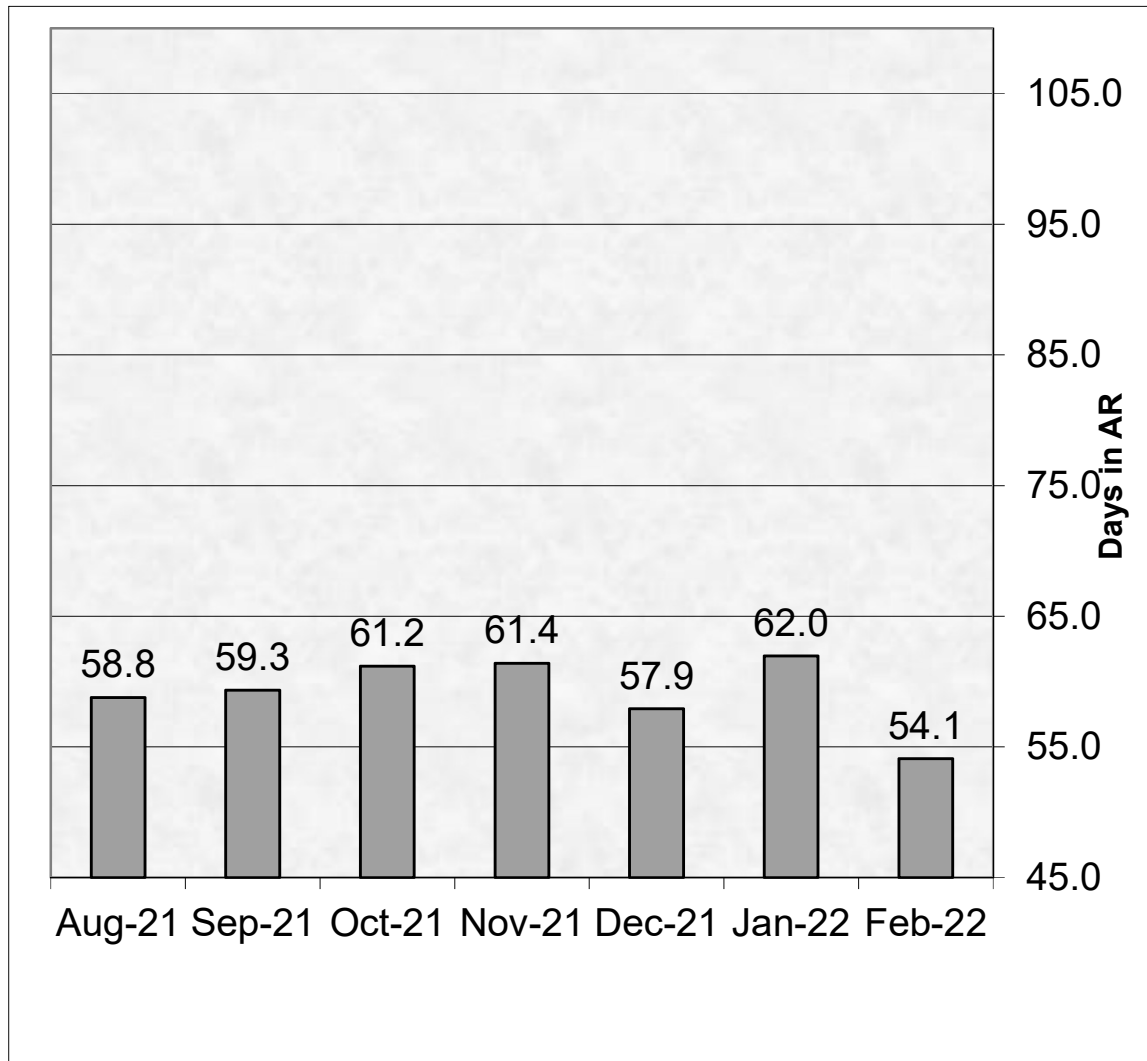
Total Long Term Liabilities	1,859,658
Equity/Fund Balance	
General Fund Unrestricted Bal	9,683,311
Equity/Fund Bal Period End	-558,581

Total Liab+Equity/Fund Bal	14,161,363
	=====

UNAUDITED - SUBJECT TO CHANGE

**PIONEER MEMORIAL HOSPITAL, CLINICS, HOME HEALTH & HOSPICE
NUMBER OF DAYS IN ACCOUNTS RECEIVABLE**

Months	Days in A/R	A/R BAL	Charges	Days in Month
Feb-21		\$2,314,761	\$1,071,642	28
Mar-21		\$2,233,276	\$1,278,369	31
Apr-21	52.5	\$2,090,962	\$1,193,166	30
May-21	53.9	\$2,120,199	\$1,149,644	31
Jun-21	53.4	\$2,034,366	\$1,127,228	30
Jul-21	58.1	\$2,177,872	\$1,174,627	31
Aug-21	58.8	\$2,322,804	\$1,333,904	31
Sep-21	59.3	\$2,352,394	\$1,138,995	30
Oct-21	61.2	\$2,408,162	\$1,148,015	31
Nov-21	61.4	\$2,265,929	\$1,071,306	30
Dec-21	57.9	\$2,130,940	\$1,165,693	31
Jan-22	62.0	\$2,371,958	\$1,284,717	31
Feb-22	54.1	\$2,109,180	\$1,059,421	28



MORROW COUNTY HEALTH DISTRICT
PIONEER MEMORIAL HOSPITAL & ANCILLARY STATS
FISCAL YEAR 2021-2022

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD
ACUTE (INPATIENT)													
ADMISSIONS	3	4	1	1	0	3	1	2					15
DISCHARGES	3	3	2	1	0	0	4	1					14
Admits- MEDICARE	3	1	1	1	0	2	1	1					10
MEDICAID	0	1	0	0	0	1	0	0					2
OTHER	0	2	0	0	0	0	0	1					3
SELF PAY	0	0	0	0	0	0	0	0					0
TOTAL	3	4	1	1	0	3	1	2	0	0	0	0	15
Dschgs -MEDICARE	3	0	2	1	0	0	3	0					9
MEDICAID	0	1	0	0	0	0	1	0					2
OTHER	0	2	0	0	0	0	0	1					3
SELF PAY	0	0	0	0	0	0	0	0					0
TOTAL	3	3	2	1	0	0	4	1	0	0	0	0	14
PATIENT DISCHARGE DAYS													
MEDICARE	10	0	11	3	0	0	12	0					36
MEDICARE ADVANTAGE	0	0	0	0	0	0	0	0					0
MEDICAID	0	0	0	0	0	0	0	0					0
MEDICAID MANAGED CARE	0	2	0	0	0	0	10	0					12
OTHER	0	4	0	0	0	0	0	3					7
SELF PAY	0	0	0	0	0	0	0	0					0
TOTAL	10	6	11	3	0	0	22	3	0	0	0	0	55
PATIENT ADMISSION DAYS													
Adults	10	10	7	3	0	7	15	5					57
Pediatric	0	0	0	0	0	0	0	0					0
TOTAL	10	10	7	3	0	7	15	5	0	0	0	0	57
AVG LENGTH OF STAY	3.3	3.3	3.5	3.0	#DIV/0!	#DIV/0!	3.8	5.0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	4.1
AVG DAILY CENSUS	0.3	0.3	0.2	0.1	0.0	0.2	0.5	0.2	0.0	0.0	0.0	0.0	0.2
DEATHS	0	0	0	0	0	0	0	1					1
SWING BED (Skilled)													
ADMISSIONS	1	3	4	3	5	3	1	2					22
DISCHARGES	2	1	4	4	4	3	1	4					23
Dschgs -MEDICARE	2	1	3	4	3	2	1	4					20
MEDICAID	0	0	0	0	1	0	0	0					1
OTHER	0	0	1	0	0	1	0	0					2
SELF PAY	0	0	0	0	0	0	0	0					0
TOTAL	2	1	4	4	4	3	1	4	0	0	0	0	23
PATIENT DISCHARGE DAYS													
MEDICARE	18	12	37	72	19	42	19	93					312
MEDICARE ADVANTAGE	0	0	18	0	0	0	0	0					18
MEDICAID	0	0	0	0	0	0	0	0					0
MEDICAID MANAGED CARE	0	0	0	0	14	0	0	0					14
OTHER	0	0	14	0	0	3	0	0					17
SELF PAY	0	0	0	0	0	0	0	0					0
TOTAL	18	12	69	72	33	45	19	93	0	0	0	0	361
PATIENT ADMISSION DAYS													
MEDICARE	13	30	62	47	35	44	67	27					325
MEDICAID	0	0	0	11	3	0	0	0					14
OTHER	0	0	14	0	0	3	0	0					17
SELF PAY	0	0	0	0	0	0	0	0					0
TOTAL	13	30	76	58	38	47	67	27	0	0	0	0	356
AVG DAILY CENSUS	0.42	0.97	2.53	1.87	1.27	1.52	2.16	0.96	0.00	0.00	0.00	0.00	1.47
SWING BED REVENUE	\$ 5,044	\$ 11,640	\$ 29,488	\$ 22,504	\$ 14,744	\$ 18,236	\$ 25,996	\$ 10,088					\$137,740
SWING \$ DAYS	13	30	76	58	38	47	67	27	0	0	0	0	356
DEATHS	0	0	1	1	0	0	0	1	0	0	0	0	3

MORROW COUNTY HEALTH DISTRICT
PIONEER MEMORIAL HOSPITAL & ANCILLARY STATS
FISCAL YEAR 2021-2022

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD
OBSERVATION													
ADMISSIONS	3	4	4	6	2	5	8	6					38
DISCHARGES	4	4	4	6	2	5	6	7					38
HOURS	69	98	64	233	72	89	344	253					1222
REVENUE	\$ 9,105	\$ 12,383	\$ 8,975	\$ 28,949	\$ 9,009	\$ 11,805	\$ 41,932	\$ 32,838	\$ -	\$ -	\$ -	\$ -	\$ 154,997
AVG LENGTH OF STAY (hours)	23.0	24.5	16.0	38.8	36.0	17.8	43.0	42.2	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	32.2
DEATHS	0	0	0	0	0	1	0	0	0	0	0	0	1
HOSPITAL RESPITE													
ADMISSIONS	2	0	0	1	2	0	0	1					6
DISCHARGES	2	0	0	0	2	0	0	0					4
PATIENT ADMISSION DAYS	10	0	0	3	3	0	0	1					17
DEATHS	0	0	0	0	1	0	0	0					1
SWING (Non-Skilled)													
ADMISSIONS	1	0	0	1	0	0	0	1					3
DISCHARGES	1	0	1	1	0	0	1	0					4
Dschgs -MEDICAID	1	0	0	0	0	0	0	0					1
SELF PAY	0	0	1	1	0	0	1	0					3
TOTAL	1	0	1	1	0	0	1	0	0	0	0	0	4
PATIENT DISCHARGE DAYS													
MEDICAID	6	0	0	0	0	0	0	0					6
SELF PAY	0	0	140	297	0	0	470	0					907
TOTAL	6	0	140	297	0	0	470	0	0	0	0	0	913
PATIENT ADMISSION DAYS													
MEDICAID	6	0	0	11	30	31	31	49					158
SELF PAY	124	124	111	92	60	62	43	28					644
TOTAL	130	124	111	103	90	93	74	77	0	0	0	0	802
AVG DAILY CENSUS	4.2	4.0	3.7	3.3	3.0	3.0	2.4	2.8	0.0	0.0	0.0	0.0	3.3
SWING BED REVENUE	\$ 45,709	\$ 43,600	\$ 39,029	\$ 36,216	\$ 31,665	\$ 32,700	\$ 26,019	\$ 29,047	\$ -	\$ -	\$ -	\$ -	\$ 283,985
SWING \$ DAYS	130	124	111	103	90	93	74	77	0	0	0	0	802
DEATHS	0	0	1	1	0	0	1	0	0	0	0	0	3
SUMMARY STATS													
TOTAL/AVERAGE % OCCUPANCY	25.0%	25.2%	30.8%	25.7%	20.8%	22.6%	24.0%	18.7%	0.0%	0.0%	0.0%	0.0%	25.3%
TOTAL OUTPATIENTS (Admits) w/ ER													
	613	739	651	635	528	600	680	574					5020
TOTAL ER (Encounters)													
	98	110	89	96	95	100	80	70					738
LAB TESTS													
INPATIENT	22	73	91	65	67	112	87	31					548
OUTPATIENT	1604	1592	1419	1272	1340	1344	1587	1368					11526
TOTAL	1626	1665	1510	1337	1407	1456	1674	1399	0	0	0	0	12074
XRAY/ULTRASOUND TESTS													
INPATIENT	1	8	7	3	7	6	2	2					36
OUTPATIENT	108	114	82	116	88	120	87	76					791
TOTAL	109	122	89	119	95	126	89	78	0	0	0	0	827
CT SCANS													
	36	44	25	28	39	39	38	54					303
MRI SCANS													
	4	4	1	4	1	4	7	1					26
EKG TESTS													
	36	32	30	22	32	24	42	24					242
TREADMILL PROCEDURES													
	0	0	0	0	0	0	0	0					0
LOWER ENDOSCOPY PROCEDURES													
	0	0	0	0	0	0	0	0					0
UPPER ENDOSCOPY PROCEDURES													
	0	0	0	0	0	0	0	0					0
LOWER/UPPER ENDOSCOPY PROCEDURES													
	0	0	0	0	0	0	0	0					0
RESPIRATORY THERAPY													
INPATIENT	6	8	5	10	1	0	0	1					31
OUTPATIENT	3	0	1	1	2	2	1	0					10
TOTAL	9	8	6	11	3	2	1	1	0	0	0	0	41

MORROW COUNTY HEALTH DISTRICT
PIONEER MEMORIAL HOSPITAL & ANCILLARY STATS
FISCAL YEAR 2021-2022

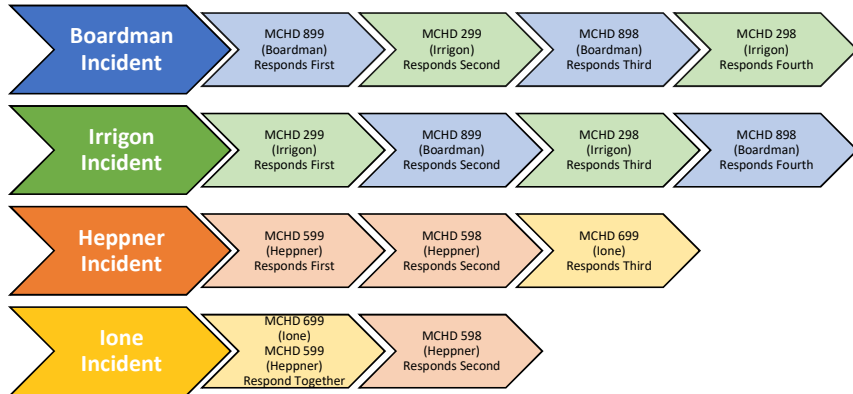
	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD
PROVIDER VISITS													
HEPPNER CLINIC	327	249	226	203	224	202	240	268					1939
IRRIGON CLINIC	340	425	427	340	317	299	358	271					2777
IONE CLINIC	56	60	75	72	62	65	82	65					537
ALL PROVIDER ENCOUNTERS AT HOSPITAL**	133	146	121	136	119	123	130	106					1014
TOTAL	856	880	849	751	722	689	810	710	0	0	0	0	6267
REVENUE OF HOSPITAL ENCOUNTERS	\$ 65,997	\$ 82,304	\$ 63,913	\$ 75,078	\$ 69,005	\$ 72,194	\$ 72,146	\$ 60,512	\$ -	\$ -	\$ -	\$ -	\$561,147
AMBULANCE													
HEPPNER AMBULANCE TRANSPORTS	19	38	19	21	21	26	23	20					187
BOARDMAN AMBULANCE TRANSPORTS	17	35	14	22	25	25	36	29					203
IRRIGON AMBULANCE TRANSPORTS	24	29	31	20	14	22	25	11					176
IONE AMBULANCE TRANSPORTS	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	60	102	64	63	60	73	84	60	0	0	0	0	566
HEPPNER AMB REVENUE	\$ 31,774	\$ 66,467	\$ 32,368	\$ 33,579	\$ 36,341	\$ 46,576	\$ 39,426	\$ 36,196					\$322,726
BOARDMAN AMB REVENUE	\$ 33,969	\$ 71,133	\$ 29,319	\$ 45,241	\$ 50,102	\$ 56,478	\$ 80,363	\$ 62,996					\$429,600
IRRIGON AMB REVENUE	\$ 42,648	\$ 51,881	\$ 54,689	\$ 35,265	\$ 23,779	\$ 39,378	\$ 45,936	\$ 20,441					\$314,016
IONE AMB REVENUE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$0
TOTAL	\$ 108,391	\$ 189,480	\$ 116,376	\$ 114,084	\$ 110,221	\$ 142,432	\$ 165,725	\$ 119,633	\$ -	\$ -	\$ -	\$ -	\$1,066,342
HOME HEALTH VISITS													
SKILLED NURSING VISITS	82	87	55	34	30	70	91	78					527
AIDE VISITS	5	5	5	10	8	16	36	27					112
MSW VISITS	0	0	0	0	0	0	0	0					0
OCCUPATIONAL THERAPY	10	9	6	16	8	5	13	10					77
PHYSICAL THERAPY	23	42	18	33	26	19	24	40					225
SPEECH THERAPY	3	4	4	2	5	4	6	5					33
IN HOME CARE VISITS-PRIVATE PAY	32	27	37	42	44	32	33	35					282
TOTAL	155	174	125	137	121	146	203	195	0	0	0	0	1256
HOSPICE													
ADMITS	3	3	4	5	4	1	2	2					24
DISCHARGE	1	0	0	0	1	1	0	0					3
DEATHS	2	4	4	4	5	4	2	1					26
TOTAL DAYS	192	201	168	216	198	79	40	55					1149
PHARMACY													
DRUG DOSES	1563	2431	2368	3087	2357	3316	2185	1978					19,285
DRUG REVENUE	\$ 137,123	\$ 110,214	\$ 143,635	\$ 148,267	\$ 114,441	\$ 169,514	\$ 155,535	\$ 126,442					\$1,105,170

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	5.05	51	0.47	6.5	2	8	11.97	43	N/A	N/A	0	5	12.5	20	4	8	9	N/A	N/A	0
February	1.24	5.02	48	5.17	6.97	2	5.54	8.9	18	N/A	N/A	0	6	15	23	10.14	15.04	2	N/A	N/A	0
March																					
April																					
May																					
June																					
July																					
August																					
September																					
October																					
November																					
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.



PIONEER MEMORIAL CLINIC - FEBRUARY 2022

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total
Dr. Lion	Patient Hours Available	8	7.5	8				8	7.5	8													7.5	7.5					7.5	69.5
	Patients Seen	7	8	11				12	5	8													9	10					3	73
	No Shows	3	1	1				1	2	2													1	1					1	13
	Patient Cancellations	0	0	0				0	1	1													0	1					0	3
	Clinic Cancellations	0	2	0				0	0	3													0	0					4	9
	Pts. Per Available Hour	0.9	1.1	1.4				1.5	0.7	1.0													1.2	1.3					0.4	1.1
	No Show Rate	30%	9%	8%				8%	25%	14%													10%	8%					13%	13%
	Patient Cancel Rate	0%	0%	0%				0%	13%	7%													0%	8%					0%	3%
Clinic Cancel Rate	0%	18%	0%				0%	0%	21%													0%	0%					50%	9%	
Danielle Mateleska	Patient Hours Available	8	6	8	8			8	8	8	7.5					7.5	7.5	7.5	7.5				7.5	3.5						102.5
	Patients Seen	11	12	11	10			8	9	11	6					10	7	10	9				8	5						127
	No Shows	1	1	0	0			1	1	0	0					1	0	0	0				1	0						6
	Patient Cancellations	0	0	0	1			0	0	0	0					0	2	0	0				1	0						4
	Clinic Cancellations	0	0	0	0			0	0	0	0					0	0	0	0				0	0						0
	Pts. Per Available Hour	1.4	2.0	1.4	1.3			1.0	1.1	1.4	0.8					1.3	0.9	1.3	1.2				1.1	1.4						1.2
	No Show Rate	8%	8%	0%	0%			11%	10%	0%	0%					9%	0%	0%	0%				10%	0%						4%
	Patient Cancel Rate	0%	0%	0%	9%			0%	0%	0%	0%					0%	22%	0%	0%				10%	0%						3%
Clinic Cancel Rate	0%	0%	0%	0%			0%	0%	0%	0%					0%	0%	0%	0%				0%	0%						0%	
Dr. Sirucek	Patient Hours Available	8	6.25									5											4.5	7	7	8.5			8	54.25
	Patients Seen	9	7									4											5	10	10	11			12	68
	No Shows	1	0									0											1	0	1	0			1	4
	Patient Cancellations	0	0									0											0	1	2	0			0	3
	Clinic Cancellations	0	0									0											5	0	0	0			0	5
	Pts. Per Available Hour	1.1	1.1									0.8											1.1	1.4	1.4	1.3			1.5	1.3
	No Show Rate	10%	0%									0%											9%	0%	8%	0%			8%	5%
	Patient Cancel Rate	0%	0%									0%											0%	9%	15%	0%			0%	4%
Clinic Cancel Rate	0%	0%									0%											45%	0%	0%	0%			0%	6%	
PMC TOTALS	Patient Hours Available	24	19.75	16	8			8	15.5	16	8	12.5				7.5	7.5	7.5	7.5				12	22	10.5	8.5			15.5	226.25
	Patients Seen	27	27	22	10			12	13	17	11	10				10	7	10	9				14	28	15	11			15	268
	No Shows	5	2	1	0			1	3	3	0	0				1	0	0	0				2	2	1	0			2	23
	Patient Cancellations	0	0	0	1			0	1	1	0	0				0	2	0	0				0	3	2	0			0	10
	Clinic Cancellations	0	2	0	0			0	0	3	0	0				0	0	0	0				5	0	0	0			4	14
	Pts. Per Available Hour	1.1	1.4	1.4	1.3			1.5	0.8	1.1	1.4	0.8				1.3	0.9	1.3	1.2				1.2	1.3	1.4	1.3			1.0	1.2
	No Show Rate	16%	6%	4%	0%			8%	18%	13%	0%	0%				9%	0%	0%	0%				10%	6%	6%	0%			10%	7%
Patient Cancel Rate	0%	0%	0%	9%			0%	6%	4%		0%				0%	22%	0%	0%				0%	9%	11%	0%			0%	3%	
Clinic Cancel Rate	0%	6%	0%	0%			0%	0%	13%	0%	0%				0%	0%	0%	0%				24%	0%	0%	0%			19%	4%	

IRRIGON MEDICAL CLINIC - FEBRUARY 2022

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total
Taylor Muenchow	Patient Hours Available	7.5	8	8	8						8	8						8	8							8				71.5
	Patients Seen	9	11	11	10						7	12							10	11							7			88
	No Shows	1	1	0	3						1	0							1	1							2			10
	Patient Cancellations	0	1	2	0						0	1							0	1							1			6
	Clinic Cancellations	0	0	0	0						0	0							0	0							0			0
	Pts. Per Available Hour	1.2	1.4	1.4	1.3						0.9	1.5							1.3	1.4							0.9			1.2
	No Show Rate	10%	8%	0%	23%						13%	0%							9%	8%							20%			10%
	Patient Cancel Rate	0%	8%	15%	0%						0%	8%							0%	8%							10%			6%
Clinic Cancel Rate	0%	0%	0%	0%						0%	0%							0%	0%							0%			0%	

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total
Jamie Reed	Patient Hours Available	6	6	5	6.5			6.5	5.25	6	6.5	6.5			6.5	6	6.5	6	6.5				6	6.5	6.5	2.5			5.5	112.75
	Patients Seen	1	1	0	0			2	1	2	0	1			1	0	1	1	1				0	3	1	1			4	21
	No Shows	0	1	0	0			0	1	1	0	0			0	0	0	1	0				0	0	1	0			0	5
	Patient Cancellations	0	0	0	0			0	0	0	0	0			0	0	0	0	1				0	0	0	0			0	1
	Clinic Cancellations	0	0	0	0			0	0	0	0	0			0	0	0	0	0				0	0	0	0			0	0
	Pts. Per Available Hour	0.2	0.2	0.0	0.0			0.3	0.2	0.3	0.0	0.2			0.2	0.0	0.2	0.2	0.2				0.0	0.5	0.2	0.4			0.7	0.2
	No Show Rate	0%	50%	N/A	N/A			0%	50%	33%	N/A	0%			0%	N/A	0%	50%	0%				N/A	0%	50%	0%			0%	19%
	Patient Cancel Rate	0%	0%	N/A	N/A			0%	0%	0%	N/A	0%			0%	N/A	0%	0%	50%				N/A	0%	0%	0%			0%	4%
Clinic Cancel Rate	0%	0%	N/A	N/A			0%	0%	0%	N/A	0%			0%	N/A	0%	0%	0%				N/A	0%	0%	0%			0%	0%	

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total	
Jon Watson	Patient Hours Available							8	7.5	8	8				8	7.5	8	8					7.5	8	8				7.5	94	
	Patients Seen							14	14	12	14				13	13	14	11					15	15	14				13	162	
	No Shows							1	3	2	2				2	1	0	2					2	2	2				1	20	
	Patient Cancellations							3	0	3	0				1	1	1	0					0	0	2				1	12	
	Clinic Cancellations							0	0	0	0				0	0	0	1					0	0	0				0	1	
	Pts. Per Available Hour							1.8	1.9	1.5	1.8					1.6	1.7	1.8	1.4					2.0	1.9	1.8				1.7	1.7
	No Show Rate							6%	18%	12%	13%					13%	7%	0%	14%					12%	12%	11%				7%	10%
	Patient Cancel Rate							17%	0%	18%	0%					6%	7%	7%	0%					0%	0%	11%				7%	6%
Clinic Cancel Rate							0%	0%	0%	0%					0%	0%	0%	7%					0%	0%	0%				0%	1%	

IMC TOTALS	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total
	Patient Hours Available	13.5	14	13	14.5			14.5	12.75	14	22.5	14.5			14.5	13.5	14.5	22	14.5				13.5	14.5	14.5	10.5			13	278.25
	Patients Seen	10	12	11	10			16	15	14	21	13			14	13	15	22	12				15	18	15	8			17	271
	No Shows	1	2	0	3			1	4	3	3	0			2	1	0	4	1				2	2	3	2			1	35
	Patient Cancellations	0	1	2	0			3	0	3	0	1			1	1	1	0	2				0	0	2	1			1	19
	Clinic Cancellations	0	0	0	0			0	0	0	0	0			0	0	0	1	0				0	0	0	0			0	1
	Pts. Per Available Hour	0.7	0.9	0.8	0.7			1.1	1.2	1.0	0.9	0.9			1.0	1.0	1.0	1.0	0.8				1.1	1.2	1.0	0.8			1.3	1.0
	No Show Rate	9%	13%	0%	23%			5%	21%	15%	13%	0%			12%	7%	0%	15%	7%				12%	10%	15%	18%			5%	11%
	Patient Cancel Rate	0%	7%	15%	0%			15%	0%	15%	0%	7%			6%	7%	6%	0%	13%				0%	0%	10%	9%			5%	6%
	Clinic Cancel Rate	0%	0%	0%	0%			0%	0%	0%	0%	0%			0%	0%	0%	4%	0%				0%	0%	0%	0%			0%	0%

IONE COMMUNITY CLINIC - FEBRUARY 2022

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total
Eileen McElligott	Patient Hours Available			8	8			8			8				8			8				HOLIDAY			8				8	64
	Patients Seen			11	7			7			11				9			8							5				7	65
	No Shows			0	0			0			1				0			0							0				0	1
	Patient Cancellations			1	0			0			0				0			0							0				0	1
	Clinic Cancellations			0	0			0			0				0			0							0				0	0
	Pts. Per Available Hour			1.4	0.9			0.9			1.4				1.1			1.0							0.6				0.9	1.0
	No Show Rate			0%	0%			0%			8%				0%			0%							0%				0%	1%
	Patient Cancel Rate			8%	0%			0%			0%				0%			0%							0%				0%	1%
	Clinic Cancel Rate			0%	0%			0%			0%				0%			0%							0%				0%	0%

Independent Contractor Agreement

Effective as of April 1, 2022 Pioneer Memorial Physical Therapy, LLC (PMPT) hereby agrees to perform work for and on behalf of Pioneer Memorial Hospital (Hospital) located at 564 E Pioneer Drive, Heppner, Oregon 97836. PMPT is hereinafter described as an independent contractor. As an independent contractor, PMPT understands that:

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

1. Scope

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

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

2. Billing

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

3. Payment for Services Rendered

PMPT shall bill Hospital based on the following set rates:

- A. Physical Therapy, Occupational Therapy and Speech Therapy evaluations at **\$75.00**.

- B. Fiberoptic endoscopic evaluation of swallowing completed by SLP at **\$200.00**.
- C. Payment for treatments provided by PT, OT, SLP and/or PTA shall be based on a 15-minute service rate. PMPT shall bill for each 15 minute unit at a rate of **\$30.00**.
- D. Payment to PMPT shall include reimbursement for participation in weekly patient case conferences by PT, OT, and SLP at the rate of **\$20.00** per 15 minute interval per discipline.

4. Coverage

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

5. Term and Termination

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

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

6. Policy and Procedures

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

7. Scheduling

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

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

8. Supplies

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

9. Property of Payer

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

10. Assignment and Transfer

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

11. Insurance

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

12. Indemnification

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

13. Independent Contractor

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

14. PMPT & Hospital Staff

Hospital and PMPT recognize that each entity has expended and will expend significant effort, time and resources to recruit, hire or engage and train its personnel. In consideration of the foregoing, Hospital and PMPT agree not to solicit for employment or engagement as an independent contractor, any person who was employed by the other party at any time during the term of this agreement without express permission of the other party. Hospital and PMPT further agrees not to solicit, to employ or pursue employment of any of the other party's employees, contractors or associates during the term of this agreement and for one year following the termination date of this agreement without express permission of the other party. Any such action would cause irreparable harm, damage and loss to Hospital / PMPT. A breach of this covenant will render the breaching party liable to satisfy any and all claims, damages and losses incurred by non-breaching party due to the loss of said employee, contractor or associate.

PMPT
Ty Berrett, COO
PO Box 70689
WVC, Utah 84170
Phone: 801.987.8600
FAX: 801.987.8601

Pioneer Memorial Hospital
Emily Roberts, CEO
564 E Pioneer Drive
Heppner, Oregon 97836
Phone: 541.676.2915
FAX: 541.676.2900

MedCall North West, Inc.

Staffing Solutions for Hospitals. . .

Travel Opportunities for Medical Professionals

HEALTHCARE FACILITY STAFFING AGREEMENT

This STAFFING AGREEMENT (“Agreement”) is entered into by and between MedCall North West Inc., a Washington Corporation (hereinafter known as “MedCall”) its successors and assigns and Pioneer Memorial Hospital, (hereinafter known as Facility). For the purposes of the this agreement, “Facility” shall be defined to include Facility and Facility’s parent, subsidiary and affiliated entities.

RECITALS

- A. MedCall is an agency that employs independent medical professionals directly for the purpose of supplying such professionals (not employees of facility) on a part time or temporary help basis to healthcare Facilities.
- B. Facility is a healthcare provider that provides general and acute healthcare to the public and desires to engage the services of MedCall for the purpose of supplying independent medical professionals to augment the healthcare that Facility provides.
- C. Whereas the above named parties wish to establish a coordinated Agreement.

NOW, THEREFORE, in consideration of mutual promises and covenants herein contained it is agreed as follows:

ARTICLE I – DUTIES OF MEDCALL

1. **MedCall Services.** MedCall shall use best efforts to provide medical professionals with qualifications as specified and requested by the Facility. MedCall will provide only medical professionals with licenses that are valid at the time they are assigned to work at Facility and are kept current throughout the assignment. MedCall shall keep on file a copy of the licenses of all medical professionals supplied to Facility and shall be made available to same, upon request. Such medical professionals shall operate under the guidance and supervision of Facility supervisory personnel within the scope of their respective Licenses. All assigned medical professionals shall follow all rules, regulations, policies, and procedures of Facility.
2. **MedCall.** In respect to the medical professionals supplied to Facility has, and will continue to comply with all applicable statutes and regulations, including, but not limited to, immigration laws and employment laws. MedCall shall further maintain current health histories for its medical professionals as well as documentation of references, medical and professional liability history, Hepatitis B vaccination or declination documentation. MedCall will ensure that each medical professional has reviewed and passed up to date information regarding HIPAA regulations and Occupational Safety and Health Administration (OSHA) standards on blood borne pathogens and general safety guidelines consistent with discipline.
3. **Sanctioned Provider.** MedCall warrants that neither it, nor any medical professional provided under this agreement is excluded from participation in any governmentally funded program, including Medicare and Medicaid.
4. **Liability Insurance.** MedCall shall maintain professional liability insurance for all medical professionals provided to Facility in the amount of \$1,000,000.00 per incident/occurrence and \$3,000,000.00 aggregate.

5. **MedCall shall** indemnify and hold Facility harmless from any liabilities, costs, or damages resulting or arising from the services rendered by MedCall, or any medical professional provided under this agreement.
6. **Affordable Care Act (ACA).** MedCall will comply with all provisions of the ACA applicable to MedCall and its assigned employees.
7. **Common Law Employer.** In addition to MedCall's duties and responsibilities set forth in Article I, MedCall, acknowledges that it is the sole common law employer of assigned workers under this agreement. As such, assigned workers under this agreement are only eligible for benefits as applicable from MedCall. Therefore, assigned workers under this agreement are not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by Facility, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of assigned worker's assignment to Facility.
8. **Non-solicitation.** MedCall and MedCall medical professionals, shall not during the term of this agreement or for a period of ninety (90) days thereafter, acting alone or in conjunction with others, directly or indirectly, induce or attempt to influence any employee of Facility to terminate his or her relationship with Facility.

ARTICLE II – FACILITY AGREES

1. **Defined.** For the purposes of this Agreement, "Facility" shall be defined to include Facility and Facility's parent, subsidiary and affiliated entities.
2. **Confidentiality.** During the term of this Agreement, Facility may have access to and become familiar with various sensitive information belonging to MedCall consisting of, but not limited to, processes, price lists, cost information, discounts, customer lists, trade secrets, business plans, compilations of information, medical professional profiles, medical professional contact information, records, procedures, techniques, technical data, know-how, methods of operations and other proprietary information, and confidential information (collectively, the "Confidential Information"), which are acquired, developed and used by MedCall. Facility acknowledges and agrees all Confidential Information is and shall remain the property of MedCall. Facility further agrees it shall not use in any way or disclose any of the Confidential Information, directly or indirectly, either during the term of this Agreement or at any time thereafter.
3. Facility will review in good faith the data profiles of all medical professionals and notify MedCall of acceptance or denial in a timely manner (within 3 working days of submission of documents).
4. Facility shall explain and make available, as needed and requested, any Facility policies that the assigned medical professional will be required to follow.
5. **Non-solicitation.** Facility shall not, during the term of this agreement, or for a period of ninety (90) days thereafter, acting alone or in conjunction with others, directly, or indirectly, induce or attempt to influence any MedCall medical professional to terminate his or her relationship with MedCall.
6. **Placement Fee.** Facility shall not hire MedCall medical professional as its employee or place medical professional on its payroll or directly compensate medical professional during the term of this agreement. If the Facility should elect to hire, or retain the services of (on any basis, including but not limited to, full-time, part time, per diem, contract or temporary employee) a MedCall medical professional presented by MedCall, or a MedCall medical professional who is working, or has worked, at the Facility as an employee of MedCall, the

Facility agrees to immediately pay MedCall a recruiting/placement fee of \$10,000 (ten thousand dollars). Facility shall not be obligated to pay MedCall a recruiting/placement fee if more than 180 days has passed following either the date MedCall medical professional presented by MedCall to Facility or the last day MedCall medical professional worked at Facility, whichever is later.

Facility shall be eligible to pay a conversion placement fee, if the Facility elects to hire a MedCall medical professional who has worked at least 250 hours on a Travel Assignment with MedCall during the previous 12 calendar months.

Hours worked at Facility through MedCall		Conversion Placement Fee
0-249	=	100% of Placement Fee
250-580	=	75% of Placement Fee
581-1080	=	50% of Placement Fee
1081+	=	No fee

For a period of one (1) year following either the presentation of MedCall medical professional to Facility, or the completion of MedCall medical professional assignment at Facility, whichever is the later, Facility agrees not to obtain MedCall medical professional’s services through any non-employee direct or indirect contractor or subcontractors relationship, other than MedCall.

7. Facility shall indemnify and hold MedCall harmless from any liabilities, costs, or damages resulting or arising from the services rendered by Facility, its agents, independent contractors, employees, or servants pursuant to this agreement.
8. Facility agrees to release, upon request, to MedCall any information related to the performance of, problems involving, or events caused by, employees of MedCall assigned to the facility.

Travel Assignment Terms

1. Facility agrees to schedule MedCall medical professional forty (40) hours per week for eight (8) or ten (10) hours shifts or any combination of eight (8) or ten (10) hour shifts. Facility agrees to schedule medical professional thirty-six (36) hours per week for twelve (12) hour shifts unless otherwise agreed upon by MedCall and Facility. In the event Facility fails to assign full-time hours, Facility will still be responsible for paying the agreed full-time scheduled hours. In the event the medical professional fails to work full-time as assigned, Facility will pay only for the hours worked.
2. On Call Hours means any time that Medical Professional is not present at Facility but remains available for work at the Facility. Medical Professionals can be placed On Call by the Facility, when the Facility requests in at least 2 hours in advance of shift start time. If Minimum Contracted Hours have not been met, Facility will still be responsible for paying the agreed full-time scheduled hours. For every hour placed On Call, after minimum contracted hours are met, Facility will be billed the On Call rate identified in Attachment A.
3. Facility agrees to pay MedCall for hours worked by medical professional. Rates shall be as defined in Attachment A, unless otherwise mutually agreed upon by MedCall and Facility. Any hours worked beyond scheduled shift and forty (40) hours per week (Sunday through Saturday) will be billed according to the overtime rate identified in Attachment A, unless otherwise agreed upon by MedCall and Facility, and indicated in Attachment A. Overtime rates apply as indicated by local labor statutes. Further,

Facility shall pay holidays at the rate identified in Attachment A, unless otherwise agreed upon by MedCall and Facility, and indicated on Attachment A.

4. **Term/Cancellation.** After acceptance of a medical professional by Facility, facility may not cancel that medical professional within 15 days prior to the assigned start date of medical professional. MedCall medical professional shall be accepted for a minimum of thirteen (13) weeks, unless otherwise agreed, commencing and terminating according to the agreed upon dates and identified on MedCall's Traveler Confirmation Form. Facility may float medical professional to any unit compatible with medical professionals experience and ability in compliance with State Practice Acts and JCAHO requirements. Facility may request a replacement medical professional with documentation of cause and MedCall will cooperate with State Board(s) of Nursing in any report or investigation. In the event that MedCall is unable to replace terminated medical professional within seven (7) days, the travel contract may be cancelled without penalty.

Per Diem Staffing Terms

1. Facility agrees to pay MedCall for hours worked by medical professional. Rates shall be as defined in Attachment B, unless otherwise mutually agreed upon by MedCall and Facility. Any hours worked beyond scheduled shift and forty (40) hours in a weekly period (Sunday through Saturday) will be billed according to the overtime rate identified in Attachment B, unless otherwise agreed upon by MedCall and Facility, and indicated in Attachment B. Overtime rates apply as indicated by local labor statutes. Further, Facility shall pay holidays at the rate identified in Attachment B, unless otherwise agreed upon by MedCall and Facility, and indicated on Attachment B.
2. On Call Hours means any time that Medical Professional is not present at Facility but remains available for work at the Facility. Medical Professionals can be placed On Call by the Facility, when the Facility requests in at least 2 hours in advance of shift start time. For every hour placed On Call, Facility will be billed the On Call rate identified in Attachment B.
3. Cancellation of medical professionals shall be without penalty or obligation on the part of Facility, provided that such cancellation is received by direct phone contact with MedCall a minimum of two (2) hours prior to the start time of the scheduled shift. Shifts that are not effectively cancelled by Facility will be billed two (2) hours at the applicable rate. Minimum billing once a MedCall medical professional has arrived to work is three (3) hours at the applicable rate.

ARTICLE III – TIME KEEPING & BILLING

1. **Time Cards.** Each Medical Professional will carry their own issued Time Card to the shift. MedCall Medical Professionals will complete their time in, out and if a lunch was taken. Time Cards are to be signed by Facility at the end of each Per-Diem shift, and at the end of the week for each Travel Time card.
 - a. In the event that a MedCall Medical Professional does not have a time card present, Medical Professional can write on paper their: Name, Facility working, Unit, Date, Time in, Time out, if a Lunch is taken. Facility can sign that time card, indicating that the information is true and Facility acknowledges that the Medical Professional worked the indicated hours.
 - b. On Call hours will be recorded on Medical Professional's time card. Since Medical Professional is not present at Facility when placed On Call, time cards will only include Name of Medical Professional, Unit working, Date, Time taking call, Time scheduled off of call. Facility is

obligated to keep records of On Call hours for MedCall Medical Professionals placed on call by Facility to ensure accuracy. In cases where Facility fails to keep accurate record of On Call Facility requested hours, Facility shall pay On Call hours recorded on time sheet.

2. **Invoices.** MedCall is responsible for Invoicing Facility. MedCall will provide a copy of Medical Professionals timecard, signed by Facility reflecting Facilities written acknowledgement that the Medical Professional worked the scheduled shifts for which MedCall is invoicing Facility.
3. **Terms.** Payment shall be made by facility within thirty (30) days of receipt of invoice. Payments received after (30) days of receipt of invoice shall bear interest at a rate of one and one half percent (1.5%) per month on the remaining balance. Rates may be modified from time to time based on industry requirements, with a 30 day written notice to facility.
4. **Failure to make Payments.** Facility must pay MedCall in full for all services rendered with accompanying signed time card. MedCall may discontinue offering Medical Professionals Bookings to Facility if Facility fails to make payments for Services within the terms defined in Article III, section 2. MedCall will immediately resume providing Medical Professional Booking services once Facility makes all past due payments.

ARTICLE IV - COMPLIANCE WITH LAWS

In performing the duties required under this Agreement, MedCall and Facility shall comply with all applicable laws, ordinances, and codes of federal, state, and local governments, as well as Joint Commission on Accreditation of Healthcare Organization Standards.

ARTICLE V – GOVERNING LAW

The validity, interpretation, and performance of this agreement shall be construed in accordance with the laws of the States of Washington and the United States of America. Facility understands and agrees that all MedCall medical professionals are under contract to MedCall, and that the medical professional/MedCall contract contains a valid forum selection clause, and that the venue for any suit filed by any MedCall medical professional related to or for said medical professionals contract with MedCall or naming MedCall as a defendant shall be Benton County, Washington.

MedCall and Facility agree to cooperate fully in all matters related to or arising out of this Agreement. Any dispute or disagreement between parties under this Agreement shall be settled by arbitration in Kennewick, Washington under the Commercial Arbitration Rules then in effect of the American Arbitration Association. To the fullest extent permitted by law, any arbitration proceeding and the arbitrators' award shall be maintained in confidence by the parties.

Facility and MedCall agree that there shall be no discrimination in the assignment of qualified medical professionals. In the event MedCall is unable to provide services of medical professionals to Facility through no fault of MedCall then the parties stipulate that there are no damages. MedCall and Facility execute this Agreement solely as a temporary service contractor and Facility. No partnership, joint venture, or joint undertaking shall be construed from these presents, and no third party may rely upon any provision of this Agreement for its direct benefit except as provided herein. The parties hereto understand and agree that they each have a duty to act in good faith on each and every term and condition of this Agreement. Every duty and every act, which must be performed under this Agreement, imposes an obligation of good faith in its performance or enforcement unless discretion is otherwise allocated to one of the parties hereto. MedCall and Facility warrant that no broker, agent, consultant, or similar person or entity has assisted in procuring this Agreement. All exhibits, attachments, and schedules are hereby incorporated herein by this reference as if fully set forth herein.

The period of this agreement shall be perpetual, unless cancelled by written notification of either party giving 90 days notice of cancellation.

The parties agree that their signatures and notary acknowledgments that are faxed to each other shall, when accumulated, operate as originals. This Agreement may be executed in counterparts.

MEDCALL:

FACILITY:

MedCall NorthWest Inc.

Pioneer Memorial Hospital

By: _____
Signature

By: _____
Signature

Title: _____ Date: _____

Its: _____ Date _____
Title

P.O. Box 6507
Kennewick, WA 99336
Ph. 800-652-6082
Fax 866-930-5000
Email: heather@medcallnorthwest.com

ATTACHMENT A
HEALTHCARE FACILITY IDENTIFICATION AND RATES FOR TRAVELER

HEALTHCARE FACILITY IDENTIFICATION AND RATES

STAFFING IDENTIFICATIONS		
Facility Name and Address:	Pioneer Memorial Hospital 564 E Pioneer Dr Heppner, OR 97836	
Facility Contract Officer:	Mindy Smith	Telephone: 541-256-7004 Fax No.: Email: MindyS@moco hd.org
MedCall Contact:	Heather Strom	Telephone: 509-948-7956 Fax No.: 866-930-5000 Email: heather@medcallnorthwest.com
RATES		
RN (all specialties)	\$75-95 Rates are dependent on specialty and experience of the nurse.	
CV Tech:	\$75-79 per hour depending on Category	
Surgical Tech:	\$60-63 per hour depending on Category	
CNA:	\$40.00 per hour	
Medical Assistant:	\$40.00 per hour	
LPN:	\$53-55 per hour depending on experience	
Resp.Therapist I:	\$63.00 per hour	
Resp.Therapist II:	\$67.00 per hour	
Lab Tech/ Phlebotomist:	\$51.00 per hour	
Medical Lab Tech/MLT:	\$65-68 per hour depending on category	
MT-ASCP:	\$76-79 per hour depending on experience	
Rad Tech I:	\$75-77 depending on experience	
Rad Tech II:	\$84-89 depending on experience	
Rad Tech III:	\$89 per hour	
EKG Tech:	\$55 per hour	
Echo Tech/Sonographer:	\$84.00 per hour	
Ultrasound Tech-Vascular:	\$90.00 per hour	
Peds Echo Tech/Sonographer:	\$95.00 per hour	
Urgent / Crisis Rates:	Bill Rates to be established by Facility and MedCall for Urgent and Crisis Coverage	
Preceptor/Trainer:	\$5.00 additional per/hr above regular bill rate	
Charge Nurse Rate:	\$7.00 additional per/hr above regular bill rate	
PCC/ House Super.	\$10.00 additional per/hr above regular bill rate	

On-Call Rate:	\$15.00 per/hr
Call Back:	Minimum of 3 hours billed at one and one half times the regular hourly rate and continued for each hour there after when Called Back.
Overtime:	One and one-half times the regular bill rate for any hours worked beyond forty (40) hours a week (Sunday-Saturday). Overtime rates apply as indicated by local labor statues.
Holidays:	One and one half times the regular rate for: New Years Eve, New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. Holiday hours are defined as midnight to midnight of the Holiday date.
Housing:	Provided by facility.
Placement rate:	See Article II, Section 6

* The above rates include all payroll expenses, taxes, Liability Insurance and Worker's Compensation Insurance.

Rates are subject to change with a 30-day written notice.

**ATTACHMENT B
 HEALTHCARE FACILITY IDENTIFICATION AND RATES FOR PER-DIEM**

STAFFING IDENTIFICATIONS		
Facility Name and Address:	Pioneer Memorial Hospital 564 E Pioneer Dr Heppner, OR 97836	
Facility Contract Officer:	Mindy Smith	Telephone: 541-256-7004 Fax No.: Email: MindyS@moco hd.org
MedCall Contact:	Heather Strom	Telephone: 509-948-7956 Fax No.: 866-930-5000 Email: heather@medcallnorthwest.com
RATES		
RN (all specialties)	\$85.00 per hr. Flat rate for any shift	
CV Tech:	\$75.00 per hour. Flat rate for any shift	
Surgical Tech:	\$60.00 per hour. Flat rate for any shift	
CNA:	\$35.00 per hour. Flat rate for any shift	
Medical Assistant:	\$37.00 per hour. Flat rate for any shift	
LPN:	\$53.00 per hour. Flat rate for any shift	
Resp. Therapist I:	\$62.00 per hour. Flat rate for any shift	
Resp. Therapist II:	\$66.00 per hour. Flat rate for any shift	
Lab Tech/ Phlebotomist:	\$50.00 per hour. Flat rate for any shift	
Medical Lab Tech/MLT:	\$64.50 per hour. Flat rate for any shift	
MT-ASCP:	\$76.00 per hour. Flat rate for any shift	
Rad Tech I:	\$75.00 per hour. Flat rate for any shift	
Rad Tech II:	\$84.00 per hour. Flat rate for any shift	
Rad Tech III:	\$89.00 per hour. Flat rate for any shift	
EKG Tech:	\$50.00 per hour. Flat rate for any shift	
Echo Tech/Sonographer:	\$83.00 per hour. Flat rate for any shift	
Ultrasound Tech-Vascular:	\$89.00 per hour. Flat rate for any shift	
Peds Echo Tech/Sonographer:	\$94.00 per hour. Flat rate for any shift	
Urgent / Crisis Rates:	Bill Rates to be established by Facility and MedCall for Urgent and Crisis Coverage	
Preceptor/Trainer:	\$5.00 additional per/hr above regular bill rate	
Charge Nurse Rate:	\$7.00 additional per/hr above regular bill rate	
PCC/ House Super.	\$10.00 additional per/hr above regular bill rate	

On-Call Rate:	\$15.00 per/hr
Call Back:	Minimum of 3 hours billed at one and one half times the regular hourly rate and continued for each hour there after when Called Back.
Overtime:	One and one-half times the regular bill rate for any hours worked beyond forty (40) hours a week (Sunday-Saturday). Overtime rates apply as indicated by local labor statutes.
Holidays:	One and one half times the regular rate for: New Years Eve, New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. Holiday hours are defined as midnight to midnight of the Holiday date.
Housing:	Provided by Facility.
Placement rate:	See Article II, Section 6

- The above rates include all payroll expenses, taxes, Liability Insurance and Worker's Compensation Insurance.

Rates are subject to change with a 30-day written notice.

Staff Classifications and Specifications

Specification	Unit Type	Experience	Req. Certifications	Preferred Certs
RN-Acute				
Category I	Rehab	M/S or Acute Rehab	BLS	
	Medical Surgical	M/S	BLS	
	Nursery Level I	Newborn Nursery	BLS	NRP
	Outpatient Surgery	M/S or PACU	BLS	ACLS
	Psych	Psych	BLS	Non-violent crisis Intervention
	Tele I	M/S	BLS	ACLS
	Ortho	M/S	BLS	
Category II	Oncology	Oncology	BLS, Chemo	
	Outpatient Recovery	Recovery	BLS, ACLS	
	OR Nurse	OR	BLS	ACLS, OR Cert
	Stepdown	Stepdown, CCU	BLS, ACLS	
	Tele II	Tele	BLS, ACLS	EKG Course
Category III	Burn Unit	Burn Unit	BLS, ACLS	Burn Unit Course, CC Course
	Cath Lab	Cath Lab	BLS, ACLS	Critical Care Course
	Cardio Vascular OR	CVOR, Balloon Pumps	BLS, ACLS	CORN
	Case Manager	Unitization, Case resource Management	BLS	Case Management Cert
	Critical Care	CCU	BLS, ACLS	
	Cardio Vascular ICU	CVICU exp	BLS, ACLS	CCRT
	Dialysis	Dialysis	BLS	ACLS
	Emergency/ED	ER exp	BLS, ACLS, PALS	TNCC, CPI, ATLS
	Endoscopy/GI	GI Lab exp	BLS, ACLS	Conscious Sedation Course
	Labor and Delivery/OB	L&D/OB	BLS, NRP, ACLS Fetal Monitoring	
	ICU	CCU	BLS, ACLS	
	MICU/SICU	CCU	BLS, ACLS	
	Neuro/Trauma	ICU exp	BLS, ACLS	TNCC, CCRN
	NICU II & III	NICU exp	BLS, NRP/NALS	ENPC
	Operating Room	OR	BLS, ACLS, PALS	CORN
	PACU	PACU, CCU exp	BLS, ACLS	PALS, ENPC
	Pediatric ER	Peds, ER or ICU	BLS, ACLS	PALS, ENPC
Pediatric ICU	Peds CCU	BLS, PALS, NRP	NALS	
Wound Care	Wound Care exp	BLS, Wound Care cert	ACLS, PALS, BURN, ENPC, Colostomy course	

LPN				
	All Units	Exp in unit assigned	BLS	IV Cert
	ER	ER Exp	BLS	PALS, NRP, ACLS
	L&D	L&D exp	BLS	IV Cert, NRP, Fetal Monitoring, OB Tech cert
	Psych	Psych exp	BLS	IV Cert, Non Violent Crisis Intervention.

TECHS				
	Central Sterile Tech/ CS Tech	Sterile Tech exp	CRCST or equivalent program	
	ER Tech	ER exp	BLS	EKG, MAB, CPI
	Monitor Techs	Acute Care	BLS	EKG
	Surgical Tech I	OB/OR Tech exp	BLS	
		Ballon Pump/ CVOR	BLS	

CNA				
	ALL	Hospital Exp. Or LTC exp as req	BLS, CNA Licensure, where applicable	

MEDICAL ASSISTANT				
	ALL	Hospital Exp. Or LTC, MD office exp as req	BLS, MA License where applicable	

RESPIRATORY				
Category I	Pulmonary Function Tech Certified		CPFT, BLS	
	Respiratory Therapist I	Adult and Ped General Care	License by state	CRT, RRT
Category II	Respiratory Therapist II	ER, Trauma, PICU, OR, PACU, Recovery	License by state	CRT, RRT, ACLS, PALS, NRP for Nursery

CARDIOLOGY				
Category I	EKG Tech		EKG cert, BLS	
Category II	Neuro Specialties	Neuro exp	BLS	
Category III	CV Radiology Tech	CVT	Accredited program, BLS	ARRT
	CV Tech	Cath Lab exp	Accredited Program, BLS	ARRT
	Cath Lab Specialist		BLS, ACLS	
	Echo Tech/Sonographer		Accredited Program, BLS	
Category IV	Ultrasound Tech-Vascular	Exp in non-invasive vascular ultrasound	Accredited AMA school, BLS	RDMS cert
Category V	Pediatric Echo	Peds exp	Accredited Program,	

	Sonographer		BLS	
LABORATORY				
Category I	Lab Tech	Hospital, Commercial Lab, Blood Bank	BLS, State License	
	Phlebotomist	Hospital, Commercial Lab, Blood Bank	BLS, Program Cert	
Category II	Medical Lab Tech/MLT	MLT exp	BLS, MLT, state license	
	MT-ASCP	MT exp	BLS, MT-ASCP	
RADIOLOGY				
Category I	Rad Tech	General Radiology exp	AMA approved Rad Tech Program, State license as req, BLS	PACS
Category II	Mammography Tech	Mammography exp	AMA approved Rad Tech Program, State license as req, BLS	AART-QM
Category III	Diagnostic	Diagnostic exp	AMA approved Rad Tech Program, State license as req, BLS	ARRT-CVT, ACLS
	Ultrasound Tech	Ultrasound exp	AMA approved Rad Tech Program, State license as req, BLS	
	CT Tech	CT exp	AMA approved Rad Tech Program, State license as req, BLS	ARRT-CT
	MRI Tech	MRI exp	AMA approved Rad Tech Program, State license as req, BLS	ARRT-MR
	Maternal/Fetal Surgery	Exp req	AMA approved Rad Tech Program, State license as req, BLS	NT certified
	Nuclear Med Tech	NMT exp	AMA approved Rad Tech Program, State license as req, BLS	Nuclear Med Tech

RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT, (hereinafter "Agreement") made and entered in this 30th day of July, 2021 by and between SOUTH MORROW ENTERPRISES, LLC, represented by THOMAS F. WOLFF and/or KAREN E. WOLFF, whose address is P.O. Box 702, Heppner, OR 97836 ("Lessor") and MORROW COUNTY HEALTH DISTRICT, P.O. Box 9, Heppner, OR 97836 ("Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of certain real property being, lying and situated in Heppner, Morrow County, Oregon, having a street address 175 Rock Street, Heppner, OR 97836. and

WHEREAS, Lessor is desirous of leasing the Premises to Lessee upon the terms and conditions as contained herein; and

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

1. **TERM AND RENT.** Lessor leases to Lessee and Lessee leases from Lessor the above-described Premises and furnishings together with any and all appurtenances thereto, on an annual basis, for the period of August 1, 2021 to July 31, 2022 at a rental of \$975.00 monthly, payable in advance on the first day of each and every month. Rents are payable at the following address: P.O. Box 702, Heppner, OR 97836 or deposited by ACH directly into Lessor's Bank of Eastern Oregon account. If rent is not received by the fifth day of each month for which it is due Lessee shall pay a late charge of \$25.00. Any dishonored check shall be treated as unpaid rent and be subject to the same late charge plus a \$50.00 special handling fee and must be made good by cash, money order or certified check within 24 hours of notification. In case two or more rent payments are late, Lessor reserves the right to require Lessee to pay rent in cash or money order only, upon reasonable notice to Lessee of such requirement. Furthermore, if rent is not paid when rent is due and Lessee fails for any reason to pay rent within 7 days after its due date, Lessor may terminate this agreement in the manner provided by ORS 90.394 and take possession of the premises in the manner provided by ORS 105.105 to 105.168.
2. **USE OF PREMISES.** The Premises shall be used and occupied by Lessee and Lessee's employees, contracted employees, and medical students exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Premises shall be occupied by no more than 4

people. Lessee shall not allow any other person, other than Lessee's employees, contract employees, medical students, and friends/family who are guests of employees, to use or occupy the Premises without first obtaining Lessor's written consent to such use. Lessee shall comply with any and all laws, ordinances, rules and orders of any and all governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

3. **CONDITION OF PREMISES.** Lessor stipulates, represents and warrants that Lessee has examined the Premises, and that they are at the time of this Agreement in good order, repair, and in a safe, clean and tenantable condition.
4. **ASSIGNMENT AND SUB-LETTING.** Lessee shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Lessor. A consent by Lessor to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of the Lessor or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Lessor's option, terminate this Agreement.
5. **ALTERATIONS AND IMPROVEMENTS.** Lessee shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvement on the Premises without the prior written consent of Lessor. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Lessee shall, unless otherwise provided by written agreement between Lessor and Lessee, be and become the property of Lessor and remain on the Premises at the expiration or earlier termination of this Agreement.
6. **HAZARDOUS MATERIALS.** Lessee shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
7. **UTILITIES.** Lessee shall be responsible for arranging for and paying for the following utility services: electricity, telephone (if any), television (if any), and internet service (if any). Lessor shall be responsible for arranging for and paying for the following utility services: water, sewer, and garbage.
8. **LESSEE RESPONSIBILITY.** Lessee shall maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to Lessor in as good condition as when received, ordinary wear and tear and damage by elements excepted. Without limiting the generality of the foregoing, Lessee shall:
 - a. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;

- b. Not obstruct or cover the windows or doors;
- c. Not leave windows or doors in an open position during any inclement weather;
- d. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Lessor;
- e. Keep all air conditioning filter clean and free from dirt;
- f. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Lessee shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Lessee;
- g. Lessee's employees, contracted employees, family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises;
- h. Keep all radios, television sets, stereos, phonographs, etc. turned down to a level of sound that does not annoy or interfere with other residents;
- i. Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- j. Abide by and be bound by any and all rules and regulations affecting the Premises which may be adopted or promulgated by the Lessor;
- k. Clean up pet waste outside the premises; and
- l. Allow Lessor access to the exterior of the Premises for the purpose of yard and lawn irrigation and maintenance.

9. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Lessor and Lessee up to the time of such injury or destruction of the Premises, Lessee paying rentals up to such date and Lessor refunding rental collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Lessor shall have the option of either repairing such injured or damaged portion or terminating this Agreement. In the event that Lessor exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured part bears to the whole Premise, and such part so injured shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

10. **INSPECTION OF PREMISES.** Lessee shall permit Lessor or Lessor's agents at any and all reasonable times, upon 24 hours' notice to Lessee, to enter and go upon the premises for the purpose of examining its condition, or to make such repairs and alterations as Lessor shall deem necessary or to show the premises to

prospective purchasers, mortgagees, Lessee, workers or contractors, provided always that in case of emergency Lessor may enter Premises without notice.

11. **LOCKS AND KEYS.** There shall be working locks on all outside doors, and Lessor shall provide Lessee with access codes at the beginning of the tenancy.
12. **LESSEE'S HOLD OVER.** If Lessee remains in possession of the Premises with the consent of Lessor after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Lessor and Lessee which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at \$1,100.00 per month.
13. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Lessee shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
14. **ANIMALS.** Lessee, per MCHD Board of Director instruction, shall not keep any pets on the Premises. Any employee/contractor of MCHD who desires to bring no more than ONE (1) domestic dog onto the Premises will be required to enter into a Pet Agreement personally with Lessor. MCHD will inform all employees of this requirement.
15. **QUIET ENJOYMENT.** Lessee, upon payment of all of the sums referred to herein as being payable by Lessee and Lessee's performance of all Lessee's agreements contained herein and Lessee's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said premises for the term hereof.
16. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Oregon.
17. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
18. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
19. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Lessor or Lessee.

20. **CONSTRUCTION**. The pronouns used herein shall include, where appropriate, either gender or both, singular or plural.
21. **NON-WAIVER**. No indulgence, waiver, election or non-election by Lessor under this agreement shall affect Lessee's duties and liabilities hereunder.
22. **MODIFICATION**. The parties hereby agree that this document contains the entire agreement between the parties and this agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
23. **LESSEE DAMAGE**. Lessee agrees to assume all liability for, and to hold Lessor harmless from, all damages and all costs and fees in the defense thereof, caused by the negligence or willful act of Lessee or Lessee's invitee's or guests, in or upon any part of the premises, and to be responsible for any damage or breakage to Lessee's equipment, fixtures or appliances therein or thereon, not caused by Lessor's misconduct or willful neglect.
24. **LESSOR'S 24-HOUR NOTICE**. The Lessor, after 24 hours' written notice specifying the causes, may immediately terminate this Agreement and take possession in the manner provided by ORS 105.105 to 105.168, if (a) Lessee, someone in Lessee's control or Lessee's pet seriously threatens to inflict substantial personal injury, or inflicts substantial personal injury, upon a person on the premises other than the Lessee; (b) Lessee, someone in Lessee's control recklessly endangers a person on the premises other than Lessee by creating a serious risk of substantial personal injury; (c) Lessee, someone in Lessee's control or Lessee's pet inflicts any substantial personal injury upon a neighbor living in the immediate vicinity of the premises; (d) Lessee or someone in Lessee's control inflicts any substantial damage to the premises; (e) Lessee intentionally provided substantial false information on the application for the lease within the past year; the false information was with regard to a criminal conviction of Lessee that would have been material to Lessor's acceptance of the application; and Lessor terminates the rental agreement within 30 days after discovering the falsity of the information; (f) Lessee has vacated the premises, the person in possession is holding contrary to a written rental agreement that prohibits subleasing the premises to another or allowing another person to occupy the premises without the written permission of the Lessor, and Lessor has not knowingly accepted rent from the person in possession; or (g) Lessee or someone in Lessee's control commits any act that is outrageous in the extreme, on the premises or in the immediate vicinity of the premises.
25. **UNAUTHORIZED PERSON**. If an unauthorized person is in possession of the premises, after at least 24 hours' written notice specifying the cause and the date and time by which a person must vacate, Lessor may take possession as provided in OR 105.105 to 105.168. If Lessee has vacated the premises, the rental Agreement prohibits subleasing or allowing another person to occupy the

premises without Lessor's written consent, and Lessor has not knowingly accepted rent from the person in possession of the premises.

26. **UNDRIVEABLE VEHICLES AND CAR REPAIR.** Lessee shall not allow any undriveable vehicles to remain on the premises for more than 24 hours. No car repairs are to be made on the premises, including minor maintenance such as an oil change.
27. **LESSEE'S EXTENDED ABSENCE.** Lessee agrees to notify Lessor of Lessee's anticipated absence from the premises in excess of 14 days, no later than the first day of the extended absence.
28. **WRITTEN NOTICE.** Written notices may be served personally, by first class mail, or by mailing and posting as set forth herein.
29. **SERVICE OF NOTICE ON LESSEE BY MAIL AND ATTACHMENT.** If Lessor chooses to serve a written notice on Lessee by mail and attachment, such service is deemed serviced on the day that it is both mailed by first class mail to lessee at their address of record and also attached securely to the main entrance on that portion of the premises of which Lessee has possession and/or has leased hereby.
30. **SERVICE OF NOTICE ON LESSOR.** A written notice from Lessee to Lessor is deemed served on the day it is mailed by first class mail to Lessor at the address stated above.
31. **TERMINATION OF TENANCY.** Lessee may terminate at any time after July 31, 2022 by giving Lessor 30 days' written notice prior to the date designated in the termination notice, whereupon the tenancy shall terminate on the date designated.
32. **ABANDONED PERSONAL PROPERTY.** Upon termination of this Agreement or the surrender or abandonment of the premises, and it reasonably appearing to Lessor that Lessee has left property upon the premises with no intention of asserting further claim to such property or the premises, or if Lessee has been continually absent for 7 days after termination of the tenancy by an unexecuted court order, or if Lessor elects to remove such property, Lessor may give Lessee notice in accordance with ORS 90.425 that the property is consider abandoned and unless the property is removed from the premises or place of safekeeping by a date specified in the notice, the property will be sold or otherwise disposed of and the proceeds of sale, if any, applied as provided by law.
33. **SMOKING POLICY.** "Smoking" is defined as carrying, inhaling, exhaling, burning or handling of any kind of lighted pipe, cigar, cigarette, or any other lighted smoking equipment containing any burning substance or product, including tobacco, that is intended for human consumption by means of inhaling

the smoke therefrom. Lessee and all persons on the premise with the consent of Lessee or under Lessee's control shall comply with this smoking policy. (check one) Smoking is prohibited anywhere on the entire premises.

34. **MARIJUANA**. Lessee may not grow medical and/or recreational marijuana on the premises.
35. **ATTORNEY FEES AND COURT COSTS**. In the event any suit or action is brought to collect rents or to enforce any provision of this Agreement or to repossess the premises, reasonable attorney fees, costs and disbursements may be awarded to the prevailing party in both trial and appellate courts.
36. **FAILURE TO REQUIRE PERFORMANCE**. Failure by Lessor at any time to require performance by Lessee of any provision hereof shall in no way affect Lessor's right hereunder to enforce the same, nor shall any waiver by Lessor of any breach of any provision hereof be held to be a waiver of any succeeding breach of any provision, or as a waiver of the provision itself.
37. **PERSONAL PROPERTY**. The personal property listed on the attached addendum titled "Leased Personal Property" is owned by Lessor and is included and to be left upon the premises when tenancy is terminated.
38. **SECURITY DEPOSIT**. Lessor acknowledges receipt of \$ -0- as a security deposit, of which Lessor may claim all or part thereof reasonably necessary to remedy Lessee's default in the performance of this Agreement and to repair damage to the premises caused by Lessee, not including ordinary wear and tear. To claim all or part of this deposit, Lessor shall give Lessee, within 31 days after termination of the tenancy and delivery of possession of the premises to Lessor, a written accounting which states specifically the basis or bases of the claim and the portion not so claimed shall be returned within 31 days. Lessor may recover damages in excess of the security deposit to which Lessor may be entitled.

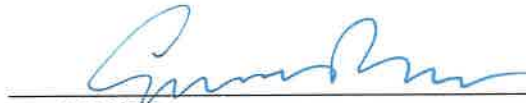
39. TIME/ESSENCE. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed; As to Lessor this 30th day of July, 2021.



SOUTH MORROW ENTERPRISES, LLC

DATE 07-30-21



MORROW COUNTY HEALTH DISTRICT

DATE 7/30/21

LEASED PERSONAL PROPERTY

This agreement is attached to and forms a part of the Lease agreement dated July 30, 2021, between Lessor: South Morrow Enterprises, LLC represented by Thomas F. Wolff and/or Karen E. Wolff and Lessee: Morrow County Health District.

Below is listed the Personal Property that is located at the leased property, 175 Rock St., Heppner, OR 97836. Additional Personal Property may be provided at the property. This list is simply the minimum property to be provided when tenancy begins and will remain when tenancy ends.

Master Bedroom:

- Queen sized mattress and box springs, bed frame and headboard.
- Matching dresser with mirror.
- Matching night stand.

Second Bedroom:

- Queen sized mattress and box springs, bed frame and headboard.
- Night stand.

Office:

- Corner desk
- Overstuffed chair and ottoman.

Living Room:

- Sectional couch.
- Side table.
- TV and stand.
- Glass front cabinet.

Kitchen:

- Dining table and four (4) chairs and bench.
- Toaster.
- Microwave.
- Refrigerator.
- Coffee maker.
- Miscellaneous cookware and utensils.
- Plates, bowls, cups and glasses.

Garage:

- Washer and dryer.
- Garage door opener and remote.

Patio:

- Metal table and four (4) chairs with cushions.
- Two (2) large wooden chairs with cushions.
- Propane barbeque.

Miscellaneous:

- Bedding and towels.

Approved and Agreed to by:


South Morrow Enterprises, LLC

Date 07-30-21


Morrow County Health District

Date: 7/30/21



March 23, 2022

Morrow County Health District
564 E. Pioneer Drive
PO BOX 9
Heppner, OR 97836

To whom it may concern:

I am humbly requesting a grant of \$3,114 for two standard adult and pediatric AEDs for Heppner Community Foundation (HCF) facilities. HCF, a non-profit 50(c)3 organization, owns and operates a community event center (Gilliam & Bisbee Building), and a fitness center (Lott's Fitness) on Main Street, Heppner. HCF is a leader in providing areas for social connection and advancing economic activities that improve the development and desirability of Heppner, OR. Both spaces will be used for healthy lifestyle activities including the use of gym equipment, large and small fitness classes, and nutrition counseling from personal trainers.

We prioritize the safety of these gathering spaces. With MCHD's assistance, we can continue our mission of providing spaces to empower and celebrate our community, while also valuing the health and safety of our residents.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink that reads 'Katie Siri-Murray'.

Katie Siri-Murray
Manager
Heppner Community Foundation