



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

In Person	Pioneer Memorial Clinic – Conference Room 130 Thompson Street, Heppner, OR 97836
Zoom	https://us06web.zoom.us/j/83158345105?pwd=MW11VFVKaTZYMec3Y0ZLVHhsaHRTQT09 Meeting ID: 831 5834 5105 Passcode: 167580

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. October 24, 2022

4. Presentation of 2022 Audited Financial Statements – Wipfli

5. CEO Report & Executive Team Dashboard – Emily Roberts

6. Financial Report – J.R. Lieuallen

7. Consent Agenda

- A. EMS Advisory Committee Meeting Minutes (None)
- B. EMS Stats (October 2022)

8. New Business

- A. 2023 Board Calendar
- B. Board Information Security Training
- C. Omnicell Quotes
- D. SBHC Agreement
- E. DO & EPL Insurance Quotes
- F. Nurse Practitioner Employment Agreement – Vicki Kent
- G. Physician Employment Agreement – Dr. Berretta
- H. Physician Employment Agreement – Dr. Everts
- I. Medical Staff Privileges
- J. Boardman Immediate Care

Promise of Excellence

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

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

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

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

9. Old Business

10. Executive Session

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

11. Adjourn

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MORROW COUNTY HEALTH DISTRICT

Excellence in Healthcare

Board of Directors Meeting Minutes

Meeting Information		Committee Members		
Meeting Date/Time:	October 24, 2022 @ 6:30 p.m.	Board Members:	Present: John Murray, Aaron Palmquist, Diane Kilkenny, Marie Shimer	
Location	Morrow County Grain Growers 350 Main Street Lexington, OR 97839	Guests:	Staff Members: Emily Roberts, Nicole Mahoney, Sam Van Laer, Patti Allstott, J.R. Lieuallen, Janis Beardsley, Jamie Houck, Richard Hernandez, Guests: Karen McClintic, Jens Jensen, Marshall Rockwell, Spencer Rockwell Press: David Sykes	
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. Public Comments	<ul style="list-style-type: none"> None
3. Approval of Minutes	<p>MOTION: John Murray moved to approve the minutes for the September 26, 2022 regular session as presented. Diane Kilkenny seconded the motion. The motion passed unanimously by all board members present.</p>
4. CEO Report & Executive Team Dashboard	<ul style="list-style-type: none"> The executive team dashboard was presented by Emily Roberts (see board packet).
5. CFO Financial Report	<ul style="list-style-type: none"> Financials for September 2022 were presented by J.R. Lieuallen. The District had an \$183,407 loss for the month.
6. Consent Agenda	<ul style="list-style-type: none"> The EMS Advisory Committee would like the EMS Advisory Committee meeting minutes and the EMS stats to be included in the MCHD board meeting packet monthly. The EMS Advisory Committee has appointed Richard Hernandez as the EMS Advisory Committee liaison to the MCHD Board. <p>MOTION: John Murray moved to acknowledge the minutes from the August 31, 2022 EMS Advisory Committee meeting and EMS stats as presented. Diane Kilkenny seconded the motion. The motion passed unanimously by all board members present.</p>
7. New Business	

A. Custom Learning System Year II Engagement	<ul style="list-style-type: none"> Emily presented a contract from Custom Learning Systems for \$77,975. <p>MOTION: John Murray moved to approve the Custom Learning Systems contract as presented. Diane Kilkenny seconded the motion. The motion passed unanimously by all board members present.</p>
B. Dynamic Computer Consulting Security Camera Quote	<ul style="list-style-type: none"> Emily presented quotes for the purchase of security cameras for installation at all MCHD locations by Dynamic Computer Consulting for \$31,786. <p>MOTION: Aaron Palmquist moved to approve the Dynamic Computer Consulting quotes as presented. John Murray seconded the motion. The motion passed unanimously by all board members present.</p>
C. Zoll Defibrillator Quote	<ul style="list-style-type: none"> Emily presented 3 bids for a new Zoll Defibrillator for the hospital and recommended bid #2 for \$22,054.13. <p>MOTION: John Murray moved to approve bid #2 for the Zoll Defibrillator for \$22,054.13 as presented. Diane Kilkenny seconded the motion. The motion passed unanimously by all board members present.</p>
D. Carestream Service Quote	<ul style="list-style-type: none"> Emily presented a quote with Carestream for a 4-year service contract in the amount of \$17,436.84 annually. <p>MOTION: John Murray moved to approve the quote for Carestream Service Contract as presented. Diane Kilkenny seconded the motion. The motion passed unanimously by all board members present.</p>
8. Old Business	<ul style="list-style-type: none"> None.
9. Executive Session	<ul style="list-style-type: none"> Marie Shimer announced the following executive sessions: <ul style="list-style-type: none"> ORS 192.660(2)(f) to consider information or records that are exempt from public inspection pertaining to trade secrets exempt from disclosure under ORS 192.345(2). 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 6:54 p.m. and adjourned at 7:32 p.m.
10. Adjourn	<p>With no further business to come before the board, regular session adjourned at 8:08 p.m.</p> <p>Minutes taken and submitted by Jodi Ferguson. Approved _____.</p>

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November 15, 2022

Board of Directors
Morrow County Health District
d/b/a Pioneer Memorial Hospital
Heppner, Oregon

Dear Board of Directors:

We have audited the financial statements Morrow County Health District d/b/a Pioneer Memorial Hospital (the "District") for the year ended June 30, 2022, and have issued our report thereon dated November 15, 2022. Professional standards require that we provide you with the following information related to our audit:

Our Responsibility Under Auditing Standards Generally Accepted in the United States and Government Auditing Standards

As stated in our engagement letter dated July 12, 2022, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States. Our audit of the financial statements does not relieve you or management of your responsibilities.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we performed tests of the District's compliance with certain provisions of laws, regulations, contracts, and grants. However, the objective of our tests was not to provide an opinion on compliance with such provisions.

Planned Scope and Timing of the Audit

We performed the audit according to the planned scope, timing, and with respect to significant risks identified by us, all of which were previously communicated to your representative, Marie Shimer, communicated in our letter dated August 24, 2022, in addition to our engagement letter dated July 12, 2022, accepted by Ms. Emily Roberts.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 1 to the financial statements. As described in Note 1, the District changed accounting policies related to accounting and disclosure of leases by adopting GASB Statement No. 87 – *Leases* during the year ended June 30, 2022. Accordingly, the accounting change has been retrospectively applied to all prior periods presented. No additional new accounting policies were adopted and the application of existing policies was not changed during the year ended June 30, 2022.

We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- The adequacy of the allowance for doubtful accounts receivable is one of the most subjective estimates affecting the financial statements. The allowance for doubtful accounts receivable is maintained at a level which management believes is adequate to provide for possible write-offs. Management periodically evaluates the adequacy of the allowance using the District's past bad debt experience, known and inherent risks in accounts receivable, current economic conditions, and other relevant factors. We evaluated the key factors and assumptions used to develop the allowance for doubtful accounts receivable in determining that it is reasonable in relation to the financial statements taken as a whole.
- The contractual adjustments on accounts receivable is also an estimate that is maintained at levels management believes are adequate to provide for the contractual discounts on accounts receivable from third-party payors. Management periodically evaluates the adequacy of the contractual adjustments using the District's past experience with the third-party payors, current third-party payor contracts, and other relevant factors. We evaluated the key factors and assumptions used to develop the contractual adjustments on accounts receivable after audit adjustments in determining that it is reasonable in relation to the financial statements taken as a whole.
- The estimated final settlements of the Medicare and Medicaid cost reports are based on settlements conducted by the fiscal intermediaries on prior cost reports. Management periodically evaluates the adequacy of the estimated Medicare and Medicaid settlements using the District's experience, known and inherent risks in the preparation of these cost reports, and risks associated with doing business in the health care industry. We reviewed the estimated settlements recorded after audit adjustments for each open year to determine the reasonableness of the estimates based on the results of previous settlements by the fiscal intermediaries.

The disclosures in the financial statements are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management.

We proposed and the District recorded two adjusting journal entries, which are summarized in the attached schedule.

Disagreements With Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated November 15, 2022, a copy of which accompanies this letter.

Management Consultations With Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not, in our judgment, a condition of our retention.

Other Matters

Supplementary Information Accompanying Audited Financial Statements

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Other Information in Documents Containing Audited Financial Statements

The auditor's responsibility for other information in documents containing audited financial statements does not extend beyond the financial information identified in our report, and we have no obligation to perform any procedures to corroborate other information contained in a document. Our responsibility is to read the other information and consider whether such information, or the manner of its presentation, is materially inconsistent with information, or the manner of its presentation, appearing in the financial statements.

This communication is intended solely for the information and use of the board of directors and, if appropriate, management and is not intended to be, and should not be, used by anyone other than these specified parties.

We appreciate the opportunity to be of service to Morrow County Health District d/b/a Pioneer Memorial Hospital.

Sincerely,

A handwritten signature in black ink that reads "Wipfli LLP". The signature is written in a cursive, slightly slanted style.

Wipfli LLP

Spokane, Washington

November 15, 2022

Enc.



**MORROW COUNTY
HEALTH DISTRICT**
Excellence in Healthcare

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

November 15, 2022

Wipfli LLP
201 W North River Dr, Suite 400
Spokane, WA 99201

This representation letter is provided in connection with your audits of the financial statements of Morrow County Health District d/b/a Pioneer Memorial Hospital (the "District"), which comprise the statements of net position as of June 30, 2022 and 2021, and the related statements of revenues, expenses, changes in net position and cash flows for the years then ended, and the related notes to the financial statements for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects in accordance with accounting principles generally accepted in the United States (GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief as of the date of this letter, the following representations made to you during your audit[s].

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated July 12, 2022, including our responsibility for the preparation and fair presentation of the financial statements in accordance with GAAP.
2. The financial statements referred to above are fairly presented in conformity with GAAP.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
5. Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
6. Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of GAAP.

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					

7. All events subsequent to the date of the financial statements and for which GAAP requires adjustment or disclosure have been adjusted or disclosed.
8. We agree with the adjusting journal entries proposed by you and which are given effect to in the financial statements.
9. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with GAAP.
10. Significant estimates and material concentrations have been properly disclosed in accordance with GAAP.
11. Guarantees, whether written or oral, under which the District is contingently liable, have been properly recorded or disclosed in accordance with GAAP.
12. We accept responsibility for and have designated an individual with suitable skill, knowledge, or experience to oversee the following nonattest services
 - a. Financial statement preparation
 - b. MD&A assistance
 - c. Medicare cost report
 - d. Debt capacity study
 - e. Master facility plan
 - f. Accounting assistance
 - g. Reimbursement consulting

Information Provided

13. We have provided you with:
 - a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records (including information obtained from outside of the general and subsidiary ledger), documentation, and other matters.
 - b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the District from who you determined it necessary to obtain audit evidence.
 - d. Minutes of the meetings of the governing board of directors, and committees of directors, or summaries of actions of recent meetings for which minutes have not yet been prepared.
14. All material transactions have been recorded in the accounting records and are reflected in the financial statements.
15. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
16. We have no knowledge of any allegations of fraud or suspected fraud affecting the District involving:
 - a. Management.
 - b. Employees who have significant roles in internal control.
 - c. Others where the fraud could have a material effect on the financial statements.

17. We have no knowledge of any allegations of fraud or suspected fraud affecting the District's financial statements communicated by employees, former employees, grantors, regulators, or others.
18. We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in accordance with GAAP.
19. All material transactions have been recorded in the accounting records and are reflected in the financial statements.
20. We have disclosed to you all known instances of noncompliance or suspected noncompliance with laws, regulations, and provisions of contracts and grant agreements applicable to us whose effects should be considered when preparing financial statements. Specifically:
 - a. There are no violations or possible violations of laws or regulations, such as those related to the Medicare and Medicaid antifraud and abuse statutes, including but not limited to the Medicare and Medicaid Anti-Kickback Statute, Limitations on Certain Physician Referrals (the Stark law), and the False Claims Act, in any jurisdiction, whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency other than those disclosed or accrued in the financial statements.
 - b. Billings to third-party payors comply in all material respects with applicable coding guidelines (for example, ICD-10-CM and CPT-4) and laws and regulations (including those dealing with Medicare and Medicaid antifraud and abuse), and billings reflect only charges for goods and services that were medically necessary; properly approved by regulatory bodies, if required; and properly rendered.
 - c. There have been no communications (oral or written) from regulatory agencies, governmental representatives, employees, or others concerning investigations or allegations of noncompliance with laws and regulations in any jurisdiction (including those related to the Medicare and Medicaid antifraud and abuse statutes), deficiencies in financial reporting practices, or other matters that could have a material adverse effect on the financial statements.
21. There are no other liabilities and gain or loss contingencies that are required to be accrued or disclosed by accounting standards.
22. There are no unrecorded transactions and/or side agreements or other arrangements (either written or oral).
23. We have no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
24. The District has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any material asset been pledged, except as disclosed in the notes to the financial statements.
25. The District has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
26. Receivables recorded in the financial statements represent valid claims for charges arising on or before the balance sheet date and have been appropriately reduced to their estimated net realizable value as follows:
 - a. Adequate consideration has been given to, and appropriate provision made for, estimated adjustments to revenue, such as for denied claims and changes to prospective payment system assignments.
 - b. Recorded valuation allowances are necessary, appropriate, and properly supported.
 - c. All peer review districts, fiscal intermediary, and third-party payor reports and information have been made available to you.

27. Provision has been made, when material, for estimated retroactive adjustments by third-party payors under reimbursement agreements. In regards to cost reports filed with third-parties:
- a. All required Medicare, Medicaid, and similar reports have been properly filed on a timely basis.
 - b. Management is responsible for the accuracy and propriety of all cost reports filed.
 - c. All costs reflected on such reports are appropriate and allowable under applicable reimbursement rules and regulations and are patient-related and properly allocated to applicable payors.
 - d. The reimbursement methodologies and principles employed are in accordance with applicable rules and regulations.
 - e. Adequate consideration has been given to, and appropriate provision made for, audit adjustments by intermediaries, third-party payors, or other regulatory agencies.
 - f. All items required to be disclosed, including disputed costs that are being claimed to establish a basis for a subsequent appeal, have been fully disclosed in the cost report.
 - g. Recorded third-party settlements include differences between filed (and to be filed) cost reports and calculated settlements, which are necessary based on historical experience or new or ambiguous regulations that may be subject to differing interpretations. While management believes the entity is entitled to all amounts claimed on the cost reports, management also believes the amounts of these differences are appropriate.
28. We have fully disclosed to you all terms of contracts with customers that affect the amount and timing of revenue recognized in the financial statements, including delivery terms, rights of return or price adjustments, side adjustments, implicit provisions, unstated business conventions, and all warranty provisions.
29. We have reviewed long-lived assets and certain identifiable intangibles to be held and used for impairment whenever events or changes in circumstances have indicated that the carrying amount of assets might not be recoverable and have appropriately recorded the adjustment.
30. The District has identified all accounting estimates that could be material to the financial statements, including the key factors and significant assumptions underlying those estimates, and we believe the estimates are reasonable in the circumstances.
31. There are no estimates that may be subject to a material change in the near term that have not been properly disclosed in the financial statements. We understand that near term means the period within one year of the date of the financial statements. In addition, we have no knowledge of concentrations existing at the date of the financial statements that make the District vulnerable to the risk of severe impact that have not been properly disclosed in the financial statements.
32. The methods we used in developing accounting estimates are applied consistently, data is accurate and complete, and the assumptions are reasonable.
33. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us; and we have identified and disclosed to you all laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
34. We have complied with all restrictions on resources (including donor restrictions) and all aspects of contractual and grant agreements that would have a material effect on the financial statements in the event of noncompliance. This includes complying with donor requirements to maintain a specific asset composition necessary to satisfy their restrictions.

35. Inventories fairly represent the value of inventories at the lower of cost (or state other method) on the first-in, first-out method (or last-in, first-out method), or net realizable value.
36. Adequate consideration has been given to, and appropriate provision made for, the continuing care retirement community's obligation to provide future services and the use of facilities to current residents.
37. We acknowledge our responsibility for presenting the schedule of patient service revenue, schedule of operating expenses and interest expense, schedule of resources and expenditures – budget and actual, schedule of property tax transactions and outstanding balances, and schedule of future debt services requirements (the “supplementary information”) in accordance with GAAP, and we believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP. The methods of measurement and presentation of the supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.

To the best of our knowledge and belief, no events, including instances of noncompliance, have occurred subsequent to the statement of financial position date and through the date of this letter that would require adjustment to or disclosure in the aforementioned financial statements.

Sincerely,

Morrow County Health District d/b/a Pioneer Memorial Hospital



Emily Roberts, CEO



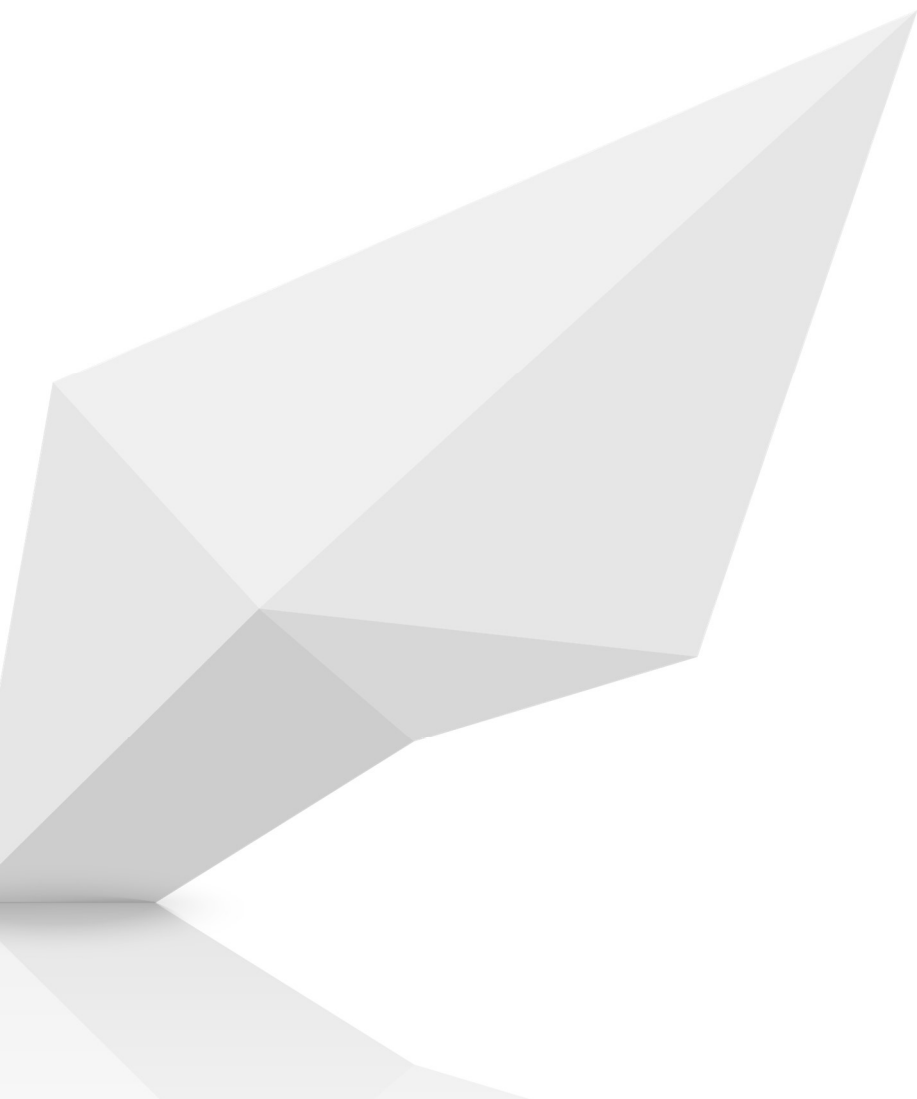
J.R. Lieuallen, CFO

Name	Account No	Debit	Credit
ALLOW FOR UNCOLL-HOSPITAL	1041110	46,908.00	
CONTRACT ALLOW-MC HOSPITAL	1042110	118,071.00	
CONTRACT ALLOW-MD HOSPITAL	1044110		-98,075.00
OTHER CONTRACT ALLOW-HOSPITAL	1045110	15,361.00	
MC CONT ADJ OP HOSPITAL	5810814		-118,071.00
MD CONT ADJ OP HOSPITAL	5820814	98,075.00	
OTHR CONT ADJ OP HOSPITAL	5830814		-46,908.00
OTHR CONT ADJ OP HOSPITAL	5830814		-15,361.00
To adjust to auditor AR allowance estimate.			
		278,415.00	-278,415.00
MC/MD RECEIVABLE	1068110		-28,214.00
MC/MD SETTLEMENT PAYABLE	2061110		-260,144.00
MC CONT ADJ IP HOSPITAL	5810812	288,761.00	
MC CONT ADJ IP HOSPITAL	5810812	28,214.00	
MC CONT ADJ OP HOSPITAL	5810814		-115,445.00
MC CONT ADJ PIONEER MEMORIAL CLINIC	5810816		-15,145.00
MC CONT ADJ IONE COMM CLINIC	5810822	89,359.00	
MC CONT ADJ IRRIGON MEDICAL CLINIC	5810823	12,614.00	
To record estimated MCR settlement and remove the remaining 2021 settlement remaining in receivable account			
		418,948.00	-418,948.00

Morrow County Health District d/b/a Pioneer Memorial Hospital

Financial Statements and
Supplementary Information

Years Ended June 30, 2022 and 2021



Morrow County Health District d/b/a Pioneer Memorial Hospital

Directory of Officials

June 30, 2022

	<u>Elected</u>	<u>Expiration</u>
Board of Directors:	John Murray PO Box 427 Heppner, OR 97836	June 2025
	Carri Grieb PO Box 395 Lexington, OR 97839	June 2023
	Aaron Palmquist PO Box 428 Irrigon, OR 97844	June 2023
	Diane Kilkenny 430 Frank Gilliam Drive Heppner, OR 97836	June 2025
	Marie Shimer PO Box 976 Boardman, OR 97818	June 2025

Appointed

Administrator: Emily Roberts

Mailing Address

District: Pioneer Memorial Hospital
PO Box 9
564 East Pioneer Drive
Heppner, OR 97836

Independent Auditor's Report

Board of Directors
Morrow County Health District
d/b/a Pioneer Memorial Hospital
Heppner, Oregon

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Morrow County Health District d/b/a Pioneer Memorial Hospital (the "District"), which comprise the statements of net position as of June 30, 2022 and 2021, and the statements of revenues, expenses, and changes in net position, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of Morrow County Health District d/b/a Pioneer Memorial Hospital as of June 30, 2022 and 2021, and changes in net position, and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS") and the standards applicable to financial audits contained in *Government Auditing Standards*, (*Government Auditing Standards*) issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Morrow County Health District d/b/a Pioneer Memorial Hospital and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with GAAP, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Morrow County Health District d/b/a Pioneer Memorial Hospital's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* and will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Morrow County Health District d/b/a Pioneer Memorial Hospital 's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Morrow County Health District d/b/a Pioneer Memorial Hospital 's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Change in Accounting Principle

As discussed in note 1 to the financial statements, during the year ended June 30, 2022, the District adopted new accounting guidance, Governmental Accounting Standards Board Statement No. 87 - *Leases*. Our opinion is not modified with respect to this matter.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that a management's discussion and analysis ("MD&A") on pages 5 through 11, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Districts basic financial statements. The schedule of patient service revenue, schedule of operating expenses and interest expense, schedule of resources and expenditures - budget and actual, schedule of property tax transactions and outstanding balances, and schedule of future debt service requirements are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of patient service revenue, schedule of operating expenses and interest expense, schedule of resources and expenditures - budget and actual, schedule of property tax transactions and outstanding balances, and schedule of future debt service requirements are fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 30, 2022, on our consideration of the district's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing on internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Governmental Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Report on Other Legal and Regulatory Requirements

In accordance with Minimum Standards for Audits of Oregon Municipal Corporations, we have issued our report dated November 15, 2022, on our consideration of the District's compliance with certain provisions of laws and regulations, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules. The purpose of that report is to describe the scope of our testing of compliance and the results of that testing and not to provide an opinion on compliance.

Wipfli LLP

Wipfli LLP

By:

Eric Volk

Eric Volk, CPA Oregon Municipal Auditor, Lic# 1637

Spokane, Washington
November 15, 2022

Morrow County Health District d/b/a Pioneer Memorial Hospital Management's Discussion and Analysis

Years Ended June 30, 2022, 2021, and 2020

Introduction

Our discussion and analysis of the Morrow County Health District (MCHD) d/b/a Pioneer Memorial Hospital's (the "District") financial performance provides an overview of the District's financial activities for the fiscal years ended June 30, 2022, 2021, and 2020. Please read it in conjunction with the financial statements that follow this analysis.

The District is a governmental entity and a political subdivision of the State of Oregon. The District was created by Order of the County Court of the State of Oregon for Morrow County on September 2, 1994. A public vote established the original tax base of \$485,000 on November 8, 1994. The District commenced providing services on July 1, 1995. Services include the 21-bed acute care hospital, swing bed skilled and nonskilled nursing, emergency room, ambulance, home health, hospice, three rural health clinics, and related ancillary services (lab, radiology, therapies, etc.) associated with these services.

A five-member Board of Directors governs the District. The members of the Board are elected for a term of four years. Elections are staggered so no more than 60% of the Board is up for election at one time. The Board is required to elect a chairman and vice chairman/secretary. One of their duties is to hire an administrator. The Board delegates the day-to-day operations of the District to the administrator.

The District is a municipal government entity. As such, the District levies and the county collects property taxes from property owners within the health district. This tax revenue is used to support the purpose of the District, which is to provide health care to the citizens. Tax support represents approximately 16% of District receipts.

The Governmental Accounting Standards Board (GASB) prescribes the financial reporting for the Hospital. This is the format followed by the District. The audit reports of the District are reviewed by the Oregon Secretary of State, Division of Audits.

Morrow County Health District d/b/a Pioneer Memorial Hospital

Management's Discussion and Analysis (Continued)

Years Ended June 30, 2022, 2021, and 2020

Financial Highlights

- ⇒ The District's net position increased by \$714,733 to \$10,398,043 at June 30, 2022 and from \$9,683,310 in 2021 and \$5,920,465 in 2020.
- ⇒ Gross patient revenue decreased by \$596,778, or 4% in 2022, and increased by \$1,679,592, or 13%, in 2021, and \$1,231,637 or 11% in 2020 and net patient revenue decreased by less than 1% in 2022, increased 14% in 2021, and 6% in 2020.
- ⇒ Net patient accounts receivable decreased from \$1,836,027 at June 30, 2020 to \$1,639,810 at June 30, 2021, and decreased from \$1,639,810 at June 30, 2021 to \$1,609,990 at June 30, 2022.
- ⇒ Total nonoperating revenue - net, including property taxes, decreased by \$2,357,872, or 34%, in 2022, increased by \$4,124,499, or 150%, in 2021, and increased by \$482,568, or 21%, in 2020. The reduction in 2022 was primarily due to a reduction of the recognition of CARES Act related revenue.
- ⇒ The District's total overall operating expenses increased by \$394,591, or 1%, in 2022 by \$1,841,741, or 12%, in 2021, and \$1,717,434 or 13% in 2020.
- ⇒ Capital asset expenditures, including construction in progress, were \$772,708 during 2022. The largest costs were associated with the purchase of a new ambulance, hospital beds, and a mobile x-ray machine.
- ⇒ The District voters approved an operating tax levy that began in fiscal year 2010. The voters approved an additional five-year operating levy in May 2014, which had an estimated five-year total tax revenue of \$2,950,000. The District recognized a total operating tax revenue of \$2,958,395 over the five years ending fiscal year 2019, which was just over the estimated amount. Voters approved an additional five-year levy in May 2019, which was approved at the same rate as the previous levy. The District's total tax revenue recognized was \$2,568,197 in 2022, \$2,333,380 in 2021, and \$2,129,531 in 2020.

Using This Annual Report

Statements of Net Position and Statements of Revenues, Expenses, and Changes in Net Position

One of the most important questions asked about the District's finances is, "Is the District as a whole better or worse off as a result of the year's activities?" The statements of net position and the statements of revenues, expenses, and changes in net position report information about the District's resources and its activities in a way that helps answer this question. These statements include all restricted and unrestricted assets and all liabilities using the accrual basis of accounting. All of the current year's revenue and expenses are taken into account regardless of when cash is received or paid. The District's net position is the difference between its assets and liabilities reported on the statement of net position.

These two statements report the District's net position and annual changes to it. You can think of the District's net position as one way to measure the District's financial health or financial position. Over time, increases or decreases in the District's net position are one indicator of whether its financial health is improving or deteriorating.

Morrow County Health District d/b/a Pioneer Memorial Hospital

Management's Discussion and Analysis (Continued)

Years Ended June 30, 2022, 2021, and 2020

Statements of Net Position and Statements of Revenues, Expenses, and Changes in Net Position (Continued)

You will need to consider other nonfinancial factors, however, such as changes in the District's patient base and measures of the quality of service it provides to the community, as well as local economic factors to assess the overall health of the District.

Statements of Cash Flows

The final required statement is the statements of cash flows. The statement reports cash receipts, cash payments, and net changes in cash resulting from operations, investing, and financing activities. It provides answers to such questions as "Where did cash come from?", "What was cash used for?", and "What was the change in cash balance during the reporting period?"

The District's Net Position

The District's net position is the difference between its assets and liabilities reported in the statements of net position. The District's net position increased by \$714,733 in 2022, increased by \$3,762,845 in 2021, and decreased by \$146,531 in 2020, as reported in Table 2.

Condensed financial information for the years ended June 30, 2022, 2021, and 2020, is as follows:

**Table 1: Condensed Statements of Net Position
(In Thousands)**

<i>June 30,</i>	2022	2021	2020	<u>2022-2021</u>		<u>2021-2020</u>	
				\$ Change	% Change	\$ Change	% Change
Assets:							
Other assets	\$ 9,807	\$ 9,955	\$ 11,293	\$ (148)	-1.49 %	\$ (1,338)	-11.85 %
Capital assets	4,945	4,863	4,349	82	1.69 %	514	11.82 %
Total assets	\$ 14,752	\$ 14,818	\$ 15,642	\$ (66)	-0.45 %	\$ (824)	-5.27 %
Liabilities:							
Other liabilities	\$ 2,923	\$ 3,113	\$ 5,592	\$ (190)	-6.10 %	\$ (2,479)	-44.33 %
Long-term liabilities	1,431	2,022	4,129	(591)	-29.23 %	(2,107)	-51.03 %
Total liabilities	\$ 4,354	\$ 5,135	\$ 9,721	\$ (781)	-15.21 %	\$ (4,586)	-47.18 %
Net position:							
Unrestricted	\$ 6,320	\$ 5,971	\$ 3,362	\$ 349	5.84 %	\$ 2,609	77.60 %
Net investment in capital assets	3,196	2,841	2,009	355	12.50 %	832	41.41 %
Restricted	882	871	550	11	1.26 %	321	58.36 %
Total net position	\$ 10,398	\$ 9,683	\$ 5,921	\$ 715	7.38 %	\$ 3,762	63.54 %

Morrow County Health District d/b/a Pioneer Memorial Hospital

Management's Discussion and Analysis (Continued)

Years Ended June 30, 2022, 2021, and 2020

Operating Results and Changes in the District's Net Position

The District's net position increased by \$714,733 in 2022, increased by \$3,762,845 in 2021, and decreased by \$146,531 in 2020 as reported in Table 2.

Table 2: Condensed Statements of Revenues, Expenses and Changes in Net Position (In Thousands)

<i>Years Ended June 30,</i>	2022	2021	2020	<u>2022-2021</u>		<u>2021-2020</u>	
				\$ Change	% Change	\$ Change	% Change
Operating revenue:							
Net patient service revenue	\$ 13,262	\$ 13,244	\$ 11,645	\$ 18	0.14 %	\$ 1,599	13.73 %
Other operating income	284	397	374	(113)	-28.46 %	23	6.15 %
Total operating revenue	13,546	13,641	12,019	(95)	-0.70 %	1,622	13.50 %
Operating expenses:							
Salaries and benefits	12,078	12,356	11,145	(278)	-2.25 %	1,211	10.87 %
Depreciation and amortization	691	668	612	23	3.44 %	56	9.15 %
Supplies	1,288	1,310	1,167	(22)	-1.68 %	143	12.25 %
Other operating expenses	3,373	2,701	2,257	672	24.88 %	444	19.67 %
Total operating expenses	17,430	17,035	15,181	395	2.32 %	1,854	12.21 %
Operating loss	(3,884)	(3,394)	(3,162)	(490)	14.44 %	(232)	7.34 %
Nonoperating revenue (expenses):							
Property tax revenue	2,568	2,333	2,130	235	10.07 %	203	9.53 %
Grant revenue	211	117	229	94	80.34 %	(112)	-48.91 %
Contract revenue	141	118	139	23	19.49 %	(21)	-15.11 %
Interest earnings	35	68	61	(33)	-48.53 %	7	11.48 %
Interest expense	(81)	(94)	(102)	13	-13.83 %	8	-7.84 %
Donations and pharmacy revenue	699	33	25	666	2,018.18 %	8	32.00 %
Gain on sale of assets	7	2	-	5	250.00 %	2	-100.00 %
Other	930	4,290	250	(3,360)	-78.32 %	4,040	1,616.00 %
Total nonoperating revenue, net	4,510	6,867	2,732	(2,357)	-34.32 %	4,135	151.35 %
Excess (deficit) of revenue over (under) expenses							
Capital grants and contributions	89	289	284	(200)	-69.20 %	5	1.76 %
Net position, beginning of year	9,683	5,921	6,067	3,762	63.54 %	(146)	-2.41 %
Net position, end of year	\$ 10,398	\$ 9,683	\$ 5,921	\$ 715	7.38 %	\$ 3,762	63.54 %

Morrow County Health District d/b/a Pioneer Memorial Hospital Management's Discussion and Analysis (Continued)

Years Ended June 30, 2022, 2021, and 2020

Operating Results and Changes in the District's Net Position (Continued)

Operating Losses

The overall operating loss increased by \$489,682 in 2022 and increased by \$219,821 in 2021. The increase in operating expenses directly contributed to the increased loss over last year. Other operating expenses increased as a result of COVID-19 funds being returned to funding agencies and due to the hiring of new employees in new positions and temporary staffing expenses for vacant positions. There was also a significant increase in legal and IT-related professional fees during 2022.

Nonoperating Revenue and Expenses

The District's overall net nonoperating revenue decreased by \$2,357,872, or 34% because of recognition of less CARES Act related revenue (no Paycheck Protection Loan forgiveness and less Provider Relief Fund revenue) in 2022 and increased by \$4,124,465, or 150%, in 2021 due primarily due to the recognition of CARES Act revenue and PPP Loan forgiveness.

Grants, Contributions, and Endowments

In 2022, the District received \$299,512 in grant funding. The largest grant, in the amount of \$250,407, was from Columbia River Enterprise Zone (CREZ) for the new Irrigon Ambulance Hall project.

The largest sources of contract revenue were from Morrow County for Lone Community Clinic, from state-level, school-based health center funding of \$54,000, and Willow Creek Valley Assisted Living Corporation for management and accounting services of \$59,400.

Donations received in fiscal year 2022 totaled \$698,302 and were from various community donors as memorials or for a specific purpose or service of the District. The largest donation was \$23,000 from Pioneer Memorial Hospital Foundation, used for the purchase of new equipment for the hospital.

The District's Cash Flows

The decrease in cash and cash equivalents from 2021 to 2022 was 3.6%, while there was a 16% decrease from 2020 to 2021. Detailed cash flows from the District's activities are outlined on pages 15 and 16 in the statements of cash flows.

Morrow County Health District d/b/a Pioneer Memorial Hospital

Management's Discussion and Analysis (Continued)

Years Ended June 30, 2022, 2021, and 2020

Capital Asset and Debt Administration

Capital Assets

Capital asset expenditures, including construction in progress, were \$772,708 this year. The largest costs were associated with a new ambulance, hospital beds, and a mobile x-ray machine.

Debt

In August 2021, the District borrowed \$67,500 from the Greater Eastern Oregon Development Corporation to use for the purchase of a church adjacent to the Hospital for future expansion and housing for staff. The term of the loan is 10 years, and the interest rate is 1.5%. The District also refinanced their USDA loan to a 20-year term with a new interest rate of 4.15% and total borrowing of \$800,000.

Financial Risks Potentially Affecting Morrow County Health District and the Healthcare Field Generally

In considering financial risks to the District, there are two areas in particular that stand out.

COVID-19

COVID-19 has had a significant impact on the healthcare landscape. Recruiting has become more difficult for a number of reasons, including medical professionals choosing to leave the healthcare field, a workforce shortage that has resulted in more open positions than available workers across many industries, and huge financial incentives for healthcare workers to accept traveling positions.

Recruitment and Staffing:

Provider vacancies have a significant impact on the District's finances not only because the clinics have reduced capacity, but also because utilization of ancillary services is reduced (imaging, lab, etc.).

Over the past year, there has been continued challenges with recruiting and retention in the medical field as a whole and at the District in particular. The District has increased its utilization of locum and traveling providers in order to continue to provide critical services, which has been costly.

The addition of new providers in the coming year will be helpful in expanding availability of services, increasing utilization of available services, and reducing reliance on contracted providers.

Morrow County Health District
d/b/a Pioneer Memorial Hospital
Management's Discussion and Analysis (Continued)

Years Ended June 30, 2022, 2021, and 2020

Contacting the District's Financial Management

This financial report is designed to provide readers with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the Administration office at Pioneer Memorial Hospital, PO Box 9, Heppner, OR 97836 or call 541.676.2925.

**Morrow County Health District
d/b/a Pioneer Memorial Hospital
Statements of Net Position**

<i>June 30,</i>	2022	2021
Current assets:		
Cash and cash equivalents	\$ 6,047,126	\$ 6,707,182
Receivables:		
Patient accounts - Net	1,609,990	1,639,810
Taxes	66,688	70,029
Other	142,388	56,028
Inventories	396,922	366,523
Prepaid expenses	114,528	72,523
Total current assets	8,377,642	8,912,095
Noncurrent assets:		
Board-designated cash - Capital fund	547,946	171,661
Restricted cash and cash equivalents	882,061	871,086
Capital assets:		
Nondepreciable capital assets	651,922	566,455
Depreciable capital assets - Net	4,292,909	4,296,413
Total noncurrent assets	6,374,838	5,905,615
TOTAL ASSETS	\$ 14,752,480	\$ 14,817,710

Morrow County Health District
d/b/a Pioneer Memorial Hospital
Statements of Net Position (Continued)

<i>June 30,</i>	2022	2021
Current liabilities:		
Current portion of long-term debt	\$ 316,571	\$ 337,915
Accounts payable	340,748	287,380
Accrued compensation and related liabilities	261,696	208,389
Compensated absences	430,095	459,105
Estimated third-party payor settlements	460,144	28,670
Accrued interest	3,052	4,389
Unearned revenue	1,110,177	2,124,542
Total current liabilities	2,922,483	3,450,390
Noncurrent liabilities - Long-term debt, less current portion	1,431,954	1,684,010
Total liabilities	4,354,437	5,134,400
Net position:		
Net investment in capital assets	3,196,306	2,840,943
Restricted:		
For debt service	-	68,588
By donors	140,727	140,153
By grant and service contracts	741,334	662,345
Unrestricted	6,319,676	5,971,281
Total net position	10,398,043	9,683,310
TOTAL LIABILITIES AND NET POSITION	\$ 14,752,480	\$ 14,817,710

Morrow County Health District d/b/a Pioneer Memorial Hospital

Statements of Revenues, Expenses, and Changes in Net Position

<i>Years Ended June 30,</i>	2022	2021
Operating revenue:		
Net patient service revenue	\$ 13,261,872	\$ 13,243,682
Other operating income	283,669	396,950
Total operating revenue	13,545,541	13,640,632
Operating expenses:		
Salaries and wages	9,047,971	9,378,900
Employee benefits	3,030,165	2,977,315
Professional fees	1,185,178	661,528
Supplies	1,288,165	1,309,846
Purchased services - Utilities	205,849	207,306
Purchased services - Other	980,429	1,048,926
Insurance	145,393	138,242
Other operating expense	855,529	644,792
Depreciation expense	690,745	667,978
Total operating expenses	17,429,424	17,034,833
Loss from operations	(3,883,883)	(3,394,201)
Nonoperating revenue (expenses):		
Property tax revenue	2,568,197	2,333,380
Grant revenue	210,946	116,537
Contract revenue	141,319	117,814
Interest earnings	35,425	67,883
Interest expense	(81,203)	(94,099)
Donations	698,302	32,683
Gain on sale of assets	6,600	2,201
HHS Provider Relief Fund income	478,009	2,190,193
Paycheck Protection Program loan forgiveness	-	1,788,357
Other nonoperating expense	452,455	312,973
Total nonoperating revenue - Net	4,510,050	6,867,922
Excess of revenue over expenses	626,167	3,473,721
Capital grants and contributions	88,566	289,124
Increase in net position	714,733	3,762,845
Net position - Beginning of year	9,683,310	5,920,465
Net position - End of year	\$ 10,398,043	\$ 9,683,310

See accompanying notes to financial statements.

Morrow County Health District
d/b/a Pioneer Memorial Hospital
Statements of Cash Flows

<i>Years Ended June 30,</i>	2022	2021
Cash flows from operating activities:		
Receipts from and on behalf of patients	\$ 13,723,166	\$ 12,804,617
Receipts from other operating revenue	197,309	443,424
Payments to and on behalf of employees	(12,053,839)	(12,340,112)
Payments to suppliers, contractors, and others	(4,679,579)	(4,067,676)
Net cash used in operating activities	(2,812,943)	(3,159,747)
Cash flows from noncapital financing activities:		
Taxation for operations	2,571,538	2,338,346
Cash received from grants, contract revenue, contributions, and donations	1,050,567	267,034
Net cash received from (returned to) emergency COVID-19 funding - HHS Provider Relief grant	(536,356)	300,000
Other	452,455	1,821,426
Net cash provided by noncapital financing activities	3,538,204	4,726,806
Cash flows from capital and related financing activities:		
Insurance proceeds	6,600	2,500
Proceeds from issuance of long-term debt	67,500	90,000
Principal paid on long-term debt and lease obligations	(340,900)	(2,197,272)
Interest paid on long-term debt and lease obligations	(82,540)	(94,498)
Received from capital grants and contributions	88,566	573,550
Purchase of capital assets	(772,708)	(1,181,721)
Net cash used in capital and related financing activities	(1,033,482)	(2,807,441)
Net cash provided by investing activities - Interest received	35,425	67,883
Net decrease in cash and cash equivalents	(272,796)	(1,172,499)
Cash and cash equivalents - Beginning of year	7,749,929	8,922,428
Cash and cash equivalents - End of year	\$ 7,477,133	\$ 7,749,929

**Morrow County Health District
d/b/a Pioneer Memorial Hospital
Statements of Cash Flows (Continued)**

<i>Years Ended June 30,</i>	2022	2021
Reconciliation of loss from operations to net cash used in operating activities:		
Loss from operations	\$ (3,883,883)	\$ (3,394,201)
Adjustments to reconcile loss from operations to net cash used in operating activities:		
Provision for bad debt	146,574	177,190
Depreciation expense	690,745	667,978
Changes in assets and liabilities:		
Receivables:		
Patient accounts - Net	(116,754)	14,505
Other	(86,360)	46,474
Inventories	(30,399)	(68,466)
Prepaid expenses	(42,005)	(14,512)
Accounts payable	53,368	30,464
Accrued compensation and related liabilities	53,307	(24,963)
Estimated third-party payor settlements	431,474	(635,282)
Compensated absences	(29,010)	41,066
Total adjustments	1,070,940	234,454
Net cash used in operating activities	\$ (2,812,943)	\$ (3,159,747)

Morrow County Health District d/b/a Pioneer Memorial Hospital

Notes to Financial Statements

Note 1: Summary of Significant Accounting Policies

Reporting Entity

Morrow County Health District d/b/a Pioneer Memorial Hospital owns and operates a 21-bed acute care hospital. The District also owns and operates three medical clinics located in Heppner, Irrigon, and Lone, Oregon. The District provides health care services to patients primarily in the Morrow County area. The services provided include acute care hospital, swing bed, medical clinic, emergency room, home health, hospice, ambulance, and related ancillary procedures (lab, x-ray, etc.) associated with those services. The District operates under the laws of the State of Oregon for Oregon municipal corporations.

Basis of Accounting

The accounting policies of the District conform to accounting principles generally accepted in the United States (GAAP). The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body in the United States for establishing governmental accounting and financial reporting principles. The District's financial statements are reported using the economic resources measurement focus and full-accrual basis of accounting. Revenue is recorded when earned and expenses are recorded when the liability is incurred, regardless of the timing of the cash flows. Property taxes are recognized as revenue in the year in which they are levied. Grants and similar items are recognized as revenue as soon as eligibility requirements imposed by the provider have been met. Unbilled hospital services receivable are recorded at year-end.

Use of Estimates

The preparation of the accompanying financial statements in conformity with GAAP requires management to make estimates and assumptions that directly affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results may differ from these estimates.

The District considers significant accounting estimates to be those that require significant judgment and include the valuation of patient accounts receivable, including contractual adjustments and allowance for uncollectible accounts, and estimated third-party payors' settlements.

Cash and Cash Equivalents

Cash and cash equivalents include investments in highly liquid debt instruments with original maturity dates of three months or less. Cash and cash equivalents are carried at cost, which approximates fair value.

Morrow County Health District d/b/a Pioneer Memorial Hospital

Notes to Financial Statements

Note 1: Summary of Significant Accounting Policies (Continued)

Patient Accounts Receivable and Credit Policy

Patient accounts receivable are uncollateralized patient obligations that are stated at the amount management expects to collect from outstanding balances. These obligations are primarily from local residents, most of whom are insured under third-party payor agreements. The District bills third-party payors on the patients' behalf, or if a patient is uninsured, the patient is billed directly. Once claims are settled with the primary payor, any secondary insurance is billed, and patients are billed for copay and deductible amounts that are the patients' responsibility. Payments on patient accounts receivable are applied to the specific claim identified on the remittance advice or statement.

Patient accounts receivable are recorded in the accompanying statements of net position net of contractual adjustments and allowances for doubtful accounts, which reflect management's estimate of the amounts that won't be collected. Management provides for contractual adjustments under terms of third-party reimbursement agreements through a reduction of net patient revenue and a credit to a contractual allowance. In addition, management provides for probable uncollectible amounts, primarily for uninsured patients and amounts patients are personally responsible for, through a reduction of net patient revenue and a credit to a valuation allowance.

In evaluating the collectibility of patient accounts receivable, the District analyzes past results and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for bad debts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts. Specifically, for receivables associated with services provided to patients who have third-party coverage, the District analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for bad debts for expected uncollectible deductibles and copayments on accounts for which the third-party payor has not yet paid or for payors who are known to be having financial difficulties that make the realization of amounts due unlikely. For receivables associated with self-pay patients (which includes both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill), the District records a significant provision for bad debts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates (or the discounted rates if negotiated) and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts.

Morrow County Health District d/b/a Pioneer Memorial Hospital

Notes to Financial Statements

Note 1: Summary of Significant Accounting Policies (Continued)

Property Taxes

The District received approximately 14.5% and 11.3% of its financial support from property taxes in the years ended June 30, 2022 and 2021, respectively.

Property taxes are levied by the District and collected by the Morrow County Treasurer for operations. Taxes estimated to be collectible are recorded as revenue in the year of the levy. No allowance for doubtful taxes receivable is considered necessary. Taxes levied are recorded as nonoperating revenue. The taxes are levied on July 1 each year and are intended to finance the District's activities of the same fiscal year. Amounts levied are based on assessed property values as of September 30 each year. On November 4, 2008, the District voters approved a five-year special operating levy, which began in fiscal year 2010. District voters approved another five-year special operating levy that began in fiscal year 2015. Voters approved an additional five-year levy in May 2019 which was approved at the same rate as the previous levy and began in fiscal year 2020. The funds used to support operations were \$2,568,197 and \$2,333,380 for the years ended June 30, 2022 and 2021, respectively.

New Accounting Pronouncements

In June 2017, the Governmental Accounting Standards Board (GASB) issued GASB Statement No. 87 - *Leases*. The statement enhances the relevance and consistency of reporting for the District's leasing activity by establishing requirements for lease accounting based on the principal that leases are financings of underlying right-to-use assets. A Lessee is required to recognize a lease liability and intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and deferred inflow of resources. The adoption of this guidance was retroactive for the year ended June 30, 2022. The adoption of this guidance did not affect beginning net position for the year ended June 30, 2021, and, accordingly, restatement of beginning net position for the year ended June 30, 2021, was not necessary.

Inventories

Inventories are valued at the lower of cost, determined on the first-in, first-out method, or net realizable value. Inventories consist of pharmaceutical, medical-surgical, and other supplies used in the operation of the District.

Restricted Cash and Cash Equivalents

Restricted cash and cash equivalents includes certain cash and other assets whose use is limited by debt agreements, by donors, and by grant and service contracts.

Morrow County Health District

d/b/a Pioneer Memorial Hospital

Notes to Financial Statements

Note 1: Summary of Significant Accounting Policies (Continued)

Capital Assets and Depreciation

Capital asset acquisitions exceeding \$5,000 are capitalized and recorded at cost. Expenditures for maintenance and repairs are charged to expense as incurred. Contributed capital assets are reported at their estimated fair value at the time of their donation. All capital assets other than land and construction in process are depreciated or amortized (in the case of capital leases) using the straight-line method of depreciation using these asset lives:

Land improvements	15 to 20 years
Buildings and building improvements	20 to 40 years
Equipment, computers, and furniture	3 to 7 years

Unearned Revenue

Unearned revenue arises when resources are unearned by the District and received before it has a legal claim to them, as when grant monies are received prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the District has a legal claim to the resources, the liability for unearned revenue is removed from the applicable financial statement and revenue is recognized.

Compensated Absences

The District's employees earn vacation days at varying rates depending on years of service and the number of hours worked. The District has a policy that requires employees to cash out vacation hours if they maintain a balance of over 320 hours in their accrual bank. Vacation benefits are a vested benefit and payable upon separation from the District. Employees also earn sick leave benefits based on a standard accrual rate multiplied by the number of hours worked. Employees may accumulate sick leave up to a maximum of 960 hours. Sick time is not a vested benefit, and employees are not paid for accumulated sick time when they separate from the District.

The District considers compensated absence liabilities to be a current liability of the District. These obligations are expected to be liquidated with current assets.

Net Position

Net position is reported in three categories:

Net investment in capital assets - This category consists of capital assets, net of accumulated depreciation, reduced by the outstanding balance of any debt used to build, acquire, or improve those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the construction, acquisition, or improvement of those assets or the related debt are also included in this category.

Restricted - This category consists of noncapital assets whose use is restricted, reduced by liabilities and deferred inflows of resources related to those assets.

Morrow County Health District d/b/a Pioneer Memorial Hospital

Notes to Financial Statements

Note 1: Summary of Significant Accounting Policies (Continued)

Net Position (Continued)

Net position is reported as restricted when there are limitations imposed on its use through external restrictions imposed by creditors, donors, grantors, or laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation.

Unrestricted - This category consists of the remaining net position that does not meet the definition of the two preceding categories.

When both restricted and unrestricted resources are available for use, it is the District's policy to use externally restricted resources first.

Operating Revenue and Expenses

The District's statements of revenues, expenses, and changes in net position distinguish between operating and nonoperating revenue and expenses. Operating revenue results from exchange transactions associated with providing healthcare services, which is the District's principal activity. Nonexchange revenue, including grants, property taxes, and contributions received for purposes other than capital asset acquisition, are reported as nonoperating revenue. Operating expenses are all expenses incurred to provide health care services, other than financing costs.

Net Patient Revenue

The District recognizes patient service revenue associated with services provided to patients who have third-party payor coverage on the basis of contractual rates for the services rendered. Certain third-party payor reimbursement agreements are subject to audit and retrospective adjustments. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

For uninsured patients, the District recognizes revenue on the basis of its standard rates for services provided. On the basis of historical experience, a significant portion of the District's uninsured patients will be unable or unwilling to pay for the services provided. Thus, the District records a significant provision for bad debts related to uninsured patients in the period the services are provided.

Charity Care

The District provides care to patients who meet certain criteria under its charity care (financial assistance) policy without charge or according to a sliding scale based on income. The District maintains records to identify and monitor the level of charity care provided.

Morrow County Health District d/b/a Pioneer Memorial Hospital

Notes to Financial Statements

Note 1: Summary of Significant Accounting Policies (Continued)

Grants and Contributions

From time to time, the District receives grants from the federal government and the State of Oregon, as well as contributions from individuals and private organizations. Revenue from grants and contributions (including contributions of capital assets) are recognized when all eligibility requirements, including time requirements, are met. Grants and contributions may be restricted for either specific operating purposes or for capital purposes. Amounts that are unrestricted or that are restricted to a specific operating purpose are reported as nonoperating revenue in the year received.

Gifts, grants, and bequests restricted by donors for specific purposes are recorded as restricted net position and transferred to unrestricted net position when amounts are expended for their restricted purpose. When restricted funds are used for operations, these amounts are reflected in the statements of revenues, expenses, and changes in net position as nonoperating revenue.

Advertising Costs

Advertising costs are expensed as incurred.

Note 2: Cash and Cash Equivalents

The District maintains depository relationships with area financial institutions that are Federal Deposit Insurance Corporation (FDIC) insured institutions. Depository accounts are insured by the FDIC up to \$250,000 for demand deposits and an additional \$250,000 for time deposits per insured institution. At June 30, 2022, the District exceeded the insured limits. The District's deposits in excess of federally insured limits are protected by the qualifying institutions' participation in the Oregon Public Funds Collateralization Program (PFCP), which provides protection from loss for deposits in excess of federal limits.

Oregon Revised Statute (ORS) Chapter 295 requires all Oregon bank depositories holding public fund deposits to maintain securities totaling a value not less than 110% of the greater of:

- All public funds held by the bank depository or
- The average of the balances of public funds held by the bank depository, as shown on the last four immediately preceding treasurer reports.

The District maintains its investments in the State of Oregon Local Government Investment Pool (LGIP), which is an alternate investment vehicle offered to participants that by law are made the custodian of, or have control of, any public funds. The investments are recorded at fair value and are the same as the value of the pool shares. The LGIP investments are governed by a written investment policy that is reviewed annually by the Oregon Short-Term Fund Board. The Oregon Short-Term Fund Board is comprised of members of local government and private investment professionals, who are appointed by the Governor of the State of Oregon.

Morrow County Health District d/b/a Pioneer Memorial Hospital

Notes to Financial Statements

Note 2: Cash and Cash Equivalents (Continued)

The LGIP is not rated by any national rating service and is not a registered investment company with the U.S. Securities and Exchange Commission. The District considers all investments to be cash and cash equivalents. The LGIP is not subject to fair value hierarchy disclosures.

All final decisions regarding the purchase and sale of investment securities remain with the District Board. The District's investment procedure is designed to maximize return and limit the following types of risk:

Credit risk - The risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is typically measured by the assignment of a rating by a nationally recognized statistical rating organization.

Concentration of credit risk - The inability to recover the value of deposits, investments, or collateral securities in the possession of an outside party caused by a lack of diversification (investments acquired from a single issuer).

Interest rate risk - The possibility that an interest rate change could adversely affect an investment's fair value.

Custodial credit risk - The risk that in an event of a bank failure the District's deposits may not be returned to it. ORS 295.002 provides for funds deposited in excess of \$250,000 to be held only in a depository qualified by the PFCP. The District's deposits are held by a depository qualified under PFCP for the years ended June 30, 2022 and 2021.

The carrying amounts of cash and cash equivalents are included in the District's statements of net position as follows at June 30:

	2022	2021
Included in the following statements of net position descriptions:		
Current assets:		
Cash and cash equivalents	\$ 6,047,126	\$ 6,707,182
Noncurrent assets:		
Board-designated cash - Capital fund	547,946	171,661
Restricted cash and cash equivalents:		
Restricted by debt instrument, USDA reserve fund	-	68,588
Restricted by donors	140,727	140,153
Restricted by grant and service contracts	741,334	662,345
Total restricted cash and cash equivalents	882,061	871,086
Total cash and cash equivalents	\$ 7,477,133	\$ 7,749,929

Morrow County Health District d/b/a Pioneer Memorial Hospital

Notes to Financial Statements

Note 3: Reimbursement Arrangements With Third-Party Payors

The District provides services to patients under contractual agreements with the Medicare and Medicaid programs. Differences between gross revenue charged and reimbursement under each of the various programs are included in revenue deductions and allowances. Gross revenue billed under the Medicare and Medicaid programs totaled approximately \$9,962,000 and \$9,910,000 for the years ended June 30, 2022 and 2021, respectively.

Medicare

The District's hospital is designated as a critical access hospital (CAH). As a CAH, the District's inpatient and outpatient services provided to Medicare program beneficiaries are paid based on a cost reimbursement methodology. The District's clinics are certified as rural health clinics. As such, services provided to Medicare program beneficiaries are paid based on a cost-reimbursement methodology. The District is reimbursed for cost at a tentative rate, with final settlement determined after submission of annual cost reports by the District and audits thereof by the Medicare fiscal intermediary. The Medicare program's administrative procedures preclude final determination of amounts due to the District for such services until three years after the District's cost reports are audited or otherwise reviewed and settled upon by the Medicare intermediary. The District's Medicare cost reports have been final-settled through the year ended June 30, 2020.

Medicaid

Because the District's hospital is a CAH, inpatient and outpatient services rendered to Medicaid program beneficiaries are reimbursed under a cost-reimbursement methodology. The District is reimbursed at a tentative rate, with final settlement determined after submission of annual cost reports by the District and audits thereof by the Medicaid fiscal intermediary. Medicaid reimburses RHCs on a prospective rate that is based on historical cost without any cost report settlement at year-end. The District's Medicaid cost reports have been final-settled through the year ended June 30, 2019.

Other

The District also has entered into payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. The basis for payment to the District under these agreements includes prospectively determined rates per discharge, reimbursed costs, discounted charges, and per diem payments.

Laws and Regulations

The health care industry is subject to numerous laws and regulations of federal, state, and local governments. These laws and regulations include, but are not necessarily limited to, matters, such as licensure, accreditation, government health care program participation requirements, reimbursement for patient services, and billing regulations.

Morrow County Health District d/b/a Pioneer Memorial Hospital

Notes to Financial Statements

Note 3: Reimbursement Arrangements With Third-Party Payors (Continued)

Violations of these laws and regulations could result in expulsion from government health care programs together with the imposition of significant fines and penalties, as well as significant repayment for patient services previously billed.

While no significant regulatory inquiries have been made of the District, compliance with such laws and regulations can be subject to future government review and interpretation, as well as regulatory actions unknown or unasserted at this time.

CMS uses recovery audit contractors (RACs) to search for potentially inaccurate Medicare payments that might have been made to health care providers and were not detected through existing CMS program integrity efforts. Once a RAC identifies a claim it believes is inaccurate, the RAC makes a deduction from or addition to the provider's Medicare reimbursement in an amount estimated to equal the overpayment or underpayment. The District may either accept or appeal the RAC's findings. A RAC review of the District's Medicare claims is anticipated; however, the outcome of such a review is unknown, and any financial impact cannot be reasonably estimated at this time.

Note 4: Patient Accounts Receivable - Net

Patient accounts receivable consisted of the following at June 30:

	2022	2021
Receivable from patients and their insurance carriers	\$ 1,100,446	\$ 1,244,417
Receivable from Medicare	648,306	668,536
Receivable from Medicaid	173,479	121,413
 Total patient accounts receivable	 1,922,231	 2,034,366
Less - Contractual adjustments	88,646	124,053
Less - Allowance for uncollectible amounts	223,595	270,503
Patient accounts receivable - Net	\$ 1,609,990	\$ 1,639,810

Morrow County Health District d/b/a Pioneer Memorial Hospital

Notes to Financial Statements

Note 5: Capital Assets

Capital assets consisted of the following:

	Balance July 1, 2021	Additions	Retirements	Transfers	Balance June 30, 2022
Nondepreciable capital assets:					
Land	\$ 135,700	\$ -	\$ -	\$ -	\$ 135,700
Construction in progress	430,755	487,038	-	(401,571)	516,222
Total nondepreciable capital assets	566,455	487,038	-	(401,571)	651,922
Depreciable capital assets:					
Land improvements	291,596	10,000	-	-	301,596
Buildings and improvements	5,852,175	17,660	-	-	5,869,835
Software	758,810	-	-	-	758,810
Equipment	6,593,973	258,010	(127,589)	401,571	7,125,965
Total depreciable capital assets	13,496,554	285,670	(127,589)	401,571	14,056,206
Total capital assets before depreciation	14,063,009	772,708	(127,589)	-	14,708,128
Less - Accumulated depreciation	(9,200,141)	(690,745)	127,589	-	(9,763,297)
Capital assets - Net	\$ 4,862,868	\$ 81,963	\$ -	\$ -	\$ 4,944,831

At June 30, 2022, construction in progress consisted of planning for new hospital facilities, and the addition of a mobile clinic in Boardman, Oregon. The facility planning project currently has an unknown end date and estimated cost to complete. The mobile clinic took an additional \$40,000 to complete and was completed on October 15, 2022.

**Morrow County Health District
d/b/a Pioneer Memorial Hospital
Notes to Financial Statements**

Note 5: Capital Assets (Continued)

	Balance July 1, 2020	Additions	Retirements	Transfers	Balance June 30, 2021
Nondepreciable capital assets:					
Land	\$ 95,450	\$ -	\$ -	\$ 40,250	\$ 135,700
Construction in progress	195,654	948,088	-	(712,987)	430,755
Total nondepreciable capital assets	291,104	948,088	-	(672,737)	566,455
Depreciable capital assets:					
Land improvements	269,471	22,125	-	-	291,596
Buildings and improvements	5,717,425	-	-	134,750	5,852,175
Software	758,810	-	-	-	758,810
Equipment	6,010,066	219,517	(173,597)	537,987	6,593,973
Total depreciable capital assets	12,755,772	241,642	(173,597)	672,737	13,496,554
Total capital assets before depreciation	13,046,876	1,189,730	(173,597)	-	14,063,009
Less - Accumulated depreciation	(8,697,452)	(667,974)	165,285	-	(9,200,141)
Capital assets - Net	\$ 4,349,424	\$ 521,756	\$ (8,312)	\$ -	\$ 4,862,868

Morrow County Health District d/b/a Pioneer Memorial Hospital

Notes to Financial Statements

Note 6: Long-Term Debt Obligations

Long-term debt obligations consisted of the following:

	Balance July 1, 2021	Additions	Reductions	Balance June 30, 2022	Amounts Due Within One Year
Long-term debt:					
<i>Direct borrowings</i>					
USDA Loan	\$ 823,562	\$ -	\$ (823,562)	\$ -	-
Bank of Eastern Oregon Loan Refinance	-	800,000	(2,274)	797,726	26,322
Bank of Eastern Oregon Boiler Loan	97,418	-	(26,422)	70,996	27,539
Bank of Eastern Oregon IMC Remodel	96,084	-	(46,588)	49,496	48,678
Bank of Eastern Oregon Boardman Ambulance Loan	113,627	-	(28,612)	85,015	29,820
Greater E. Oregon Devel. Corp. Morrow County IMC Loan	19,681	-	(10,189)	9,492	9,492
Bank of Eastern Oregon Amb./Lab Loan	7,173	-	(7,173)	-	-
Bank of Eastern Oregon Boardman Building Loan	122,644	-	(16,625)	106,019	17,303
Greater E. Oregon Devel. Corp. Morrow County Boardman Building Loan	68,317	-	(9,816)	58,501	9,966
Bank of Eastern Oregon Procedure Room Remodel Loan	47,955	-	(38,177)	9,778	9,778
Bank of Eastern Oregon IMC Expansion Loan	375,599	-	(43,081)	332,518	45,060
Bank of Eastern Oregon Omnicell and Ultrasound Loan	159,865	-	(74,849)	85,016	78,298
Greater E. Oregon Devel. Corp Morrow County House Loan	90,000	-	(7,705)	82,295	7,924
Greater E Oregon Devel. Corp Morrow County Church Loan	-	67,500	(5,827)	61,673	6,391
Total long-term debt	\$ 2,021,925	\$ 867,500	\$(1,140,900)	\$ 1,748,525	\$ 316,571

Morrow County Health District d/b/a Pioneer Memorial Hospital

Notes to Financial Statements

Note 6: Long-Term Debt Obligations (Continued)

Long-term debt obligations consisted of the following:

	Balance July 1, 2020	Additions	Reductions	Balance June 30, 2021	Amounts Due Within One Year
Long-term debt:					
<i>Direct borrowings</i>					
USDA Loan	\$ 851,188	\$ -	\$ (27,626)	\$ 823,562	\$ 29,003
Bank of Eastern Oregon Boiler Loan	122,767	-	(25,349)	97,418	26,421
Bank of Eastern Oregon IMC Remodel	140,467	-	(44,383)	96,084	46,428
Bank of Eastern Oregon Equipment/Amb. Loan	141,076	-	(27,449)	113,627	28,610
Greater E. Oregon Devel. Corp. Morrow County IMC Loan	29,668	-	(9,987)	19,681	10,188
Greater E. Oregon Devel. Corp. Morrow County Annex Loan	9,607	-	(9,607)	-	-
Bank of Eastern Oregon Amb./Lab Loan	49,312	-	(42,139)	7,173	7,169
Bank of Eastern Oregon Boardman Building Loan	138,618	-	(15,974)	122,644	16,626
Greater E. Oregon Devel. Corp. Morrow County Boardman Building Loan	77,989	-	(9,672)	68,317	9,818
Bank of Eastern Oregon Procedure Room Remodel Loan	84,709	-	(36,754)	47,955	38,060
Bank of Eastern Oregon IMC Expansion Loan	416,784	-	(41,185)	375,599	43,081
Bank of Eastern Oregon Omnicell and Ultrasound Loan	231,425	-	(71,560)	159,865	74,859
Greater E. Oregon Devel. Corp Morrow County House Loan	-	90,000	-	90,000	7,652
Other long-term debt obligations:					
Paycheck Protection Program Loan	1,788,357	-	(1,788,357)	-	-
Total long-term debt	\$ 4,081,967	\$ 90,000	\$(2,150,042)	\$ 2,021,925	\$ 337,915

Morrow County Health District d/b/a Pioneer Memorial Hospital

Notes to Financial Statements

Note 6: Long-Term Debt Obligations (Continued)

Long-Term Debt

The terms of the District's long-term obligations are as follows:

- GEODC - Note dated May 21, 2021, due in monthly payments of \$889.97, including interest at 3.50% through 2031. Collateralized by general revenue, including property tax revenue. The loan repayment may be accelerated upon default or other noncompliance with loan terms.
- Bank of Eastern Oregon - Note dated March 3, 2020, due in monthly payments of \$2,732, including interest at 4.15% through 2025. Collateralized by the titled vehicles. The loan repayment may be accelerated upon default or other noncompliance with loan terms.
- Bank of Eastern Oregon - Note dated December 9, 2019, due in monthly payments of \$2,497, including interest at 4.15% through 2024. Collateralized by inventory, equipment, and general intangibles. The loan repayment may be accelerated upon default or other noncompliance with loan terms.
- Bank of Eastern Oregon - IMC Expansion Loan - Note dated December 12, 2018, due in monthly payments of \$4,925, including interest at 4.50% through 2028. Collateralized by inventory, equipment, and general intangibles. The loan repayment may be accelerated upon default or other noncompliance with loan terms.
- Bank of Eastern Oregon - Omnicell and Ultrasound - Note dated July 25, 2018, due in monthly payments of \$6,710, including interest at 4.50% through 2023. Collateralized by inventory, equipment, and general intangibles. The loan repayment may be accelerated upon default or other noncompliance with loan terms.
- Greater Eastern Oregon Development Council (GEODC) - Note dated January 31, 2018, due in monthly payments of \$898, including interest at 1.5% through 2028. Collateralized by general revenue, including property tax revenue. The loan repayment may be accelerated upon default or other noncompliance with loan terms.
- Bank of Eastern Oregon - Note dated January 29, 2018, due in monthly payments of \$1,769, including interest of 4.00% through 2028. Collateralized by the purchase of building and land. The loan repayment may be accelerated upon default or other noncompliance with loan terms.
- Bank of Eastern Oregon - Note dated September 26, 2017, due in monthly payments of \$3,276, including interest of 3.75% through 2022. Collateralized by inventory, equipment, and general intangibles. The loan repayment may be accelerated upon default or other noncompliance with loan terms.
- Bank of Eastern Oregon - Note dated August 16, 2016, due in monthly payments of \$3,606, including interest of 3.75% through 2021. Collateralized by the purchased equipment. The loan repayment may be accelerated upon default or other noncompliance with loan terms.

Morrow County Health District

d/b/a Pioneer Memorial Hospital

Notes to Financial Statements

Note 6: Long-Term Debt Obligations (Continued)

- GEODC - Note dated May 7, 2013, due in monthly payments of \$874, including interest at 2.00% through 2023. Collateralized by general revenue, including property tax revenue. The loan repayment may be accelerated upon default or other noncompliance with loan terms.
- Bank of Eastern Oregon - Note dated February 27, 2009, due in monthly payments of \$4,150, including interest at 4.50% through 2023. Collateralized by the District's gross receipts, property tax revenue, and all District assets, excluding Pioneer Memorial Hospital. The loan repayment may be accelerated upon default or other noncompliance with loan terms.
- GEODC - Note dated January 12, 2016, due in monthly payments of \$1,385, including interest at 1.5% through 2021. Collateralized by general revenue, including property tax revenue. The loan repayment may be accelerated upon default or other noncompliance with loan terms.
- Bank of Eastern Oregon - Loan Refinance - Note dated August 2002, due in monthly payments of \$5,622, including interest at 4.75% through 2042. Collateralized by the District's gross receipts and all present and future contract rights, accounts receivable, and general intangibles arising in connection with the facility. Upon the event of default the repayment may be accelerated or interest increased by up to 2% per annum. Refinanced in 2022.
- Bank of Eastern Oregon Loan Finance - Note dated May 2022, due in monthly payments of \$4,912, including interest at 4.15% through 2042. Collateralized by the District's gross receipts and all present and future contract rights, accounts receivable, and general intangibles arising in connection with the facility. Upon the event of default the repayment may be accelerated or interest increased by up to 2% per annum.

Other Long-Term Debt Obligations

In March 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES) Act created and funded the Small Business Administration (SBA) Paycheck Protection Program (PPP) to provide loans designated to help small businesses cover their near-term operating expenses and to provide an incentive to retain their employees during the COVID-19 crisis. The District applied for and was approved for a loan of \$1,788,357 at 1.00% interest commencing on that was forgiven on November 30, 2020, in full by the SBA. The gain on forgiveness of debt is included in the statements of revenues, expenses, and changes in net position.

**Morrow County Health District
d/b/a Pioneer Memorial Hospital
Notes to Financial Statements**

Note 6: Long-Term Debt Obligations (Continued)

Equipment under lease obligations consisted of the following at June 30:

	2022	2021
Historical cost	\$ -	\$ 98,459
Less - Accumulated depreciation	-	(41,024)
Total	\$ -	\$ 57,435

Scheduled principal and interest payments on long-term debt are as follows:

<i>Years Ending June 30,</i>	Direct borrowings		
	Principal	Interest	Total
2023	\$ 316,571	\$ 63,495	\$ 380,066
2024	185,295	53,131	238,426
2025	160,752	46,013	206,765
2026	126,650	40,591	167,241
2027	132,436	35,568	168,004
2028-2032	354,629	122,028	476,657
2033-2037	221,276	73,439	294,715
2038-2042	250,916	41,969	292,885
Totals	\$ 1,748,525	\$ 476,234	\$ 2,224,759

Note 7: Leases

Changes in leases payable consisted of the following:

There was no lease activity during the year ended June 30, 2022.

	Balance July 1, 2020	Additions	Reductions	Balance June 30, 2021	Due Within One Year
Stryker Power Loaders Lease	\$ 47,230	\$ -	\$ 47,230	\$ -	-

Morrow County Health District d/b/a Pioneer Memorial Hospital

Notes to Financial Statements

Note 7: Leases (Continued)

The terms and expiration dates of the District's leases payable at June 30, 2022, follow:

- Stryker Sales Corporation - Lease agreement dated June 26, 2018, due in annual installments of \$49,459, including interest at 6.00% through fiscal year 2021. Collateralized by equipment.

There are no future minimum lease payments for the year ending June 30, 2022.

Note 8: Net Patient Service Revenue

Net patient service revenue consisted of the following for the years ended June 30:

	2022	2021
Gross patient service revenue:		
Inpatient services	\$ 1,946,111	\$ 2,312,764
Outpatient services	12,027,983	12,258,108
Totals	13,974,094	14,570,872
Less:		
Contractual adjustments	565,648	1,150,000
Provision for bad debt	146,574	177,190
Net patient service revenue	\$ 13,261,872	\$ 13,243,682

The following table reflects the percentage of gross patient service revenue by payor source for the years ended June 30:

	2022	2021
Medicare	54 %	52 %
Medicaid	18 %	16 %
Other third-party payors	23 %	27 %
Self-pay	5 %	5 %
Totals	100 %	100 %

Morrow County Health District

d/b/a Pioneer Memorial Hospital

Notes to Financial Statements

Note 9: Charity Care

The District provides health care services and other financial support through various programs that are designed, among other matters, to enhance the health of the community, including the health of low-income patients. Consistent with the mission of the District, care is provided to patients regardless of their ability to pay, including providing services to those persons who cannot afford health insurance because of inadequate resources.

Patients who meet certain criteria for charity care, generally based on federal poverty guidelines, are provided care based on criteria defined in the District's charity care policy. The District maintains records to identify and monitor the level of charity care it provides. Gross charges related to patients under the District's charity care policy were \$377,703 in 2022 and \$231,030 in 2021.

Note 10: Employee Benefits and Employee Retirement Plans

The District offers postretirement benefits through AIG VALIC.

Pension plan 401(a) - On July 1, 1998, the District established a defined contribution retirement plan, Morrow County Health District Retirement Plan, which provides retirement benefits to employees of the District. The plan is a profit-sharing plan established under Section 401(a) of the Internal Revenue Code (IRC). The plan covers full-time employees and part-time employees working more than 20 hours per week who are over the age of 18. The District contributes a flat percentage based on profit margin, but no less than 5% of employee earnings. Contributions to the plan from the District were \$310,032 and \$356,278 for the years ended June 30, 2022 and 2021, respectively.

Deferred compensation plan 457 - The District provides a deferred compensation plan to substantially all employees under Section 457 of the IRC. The deferred compensation plan is funded solely from employee contributions, which are deposited with several financial institutions. Effective January 1, 1997, by federal law, these assets can be used only to meet obligations under the plan. Net plan activity was \$(186,321) and \$460,223 (including rollover contributions), with funds on deposit of \$3,113,025 and \$3,299,346 for the years ended June 30, 2022 and 2021, respectively.

Retirement benefits 403(b) - The District has a tax-sheltered annuity plan under Section 403(b) of the IRC that is available to substantially all employees. Employees are eligible for participation in the plan immediately after being hired. The plan allows the participant to make voluntary contributions. Employee annuity contributions are 100% vested. Total employee contributions and transfers to the plan during the year were \$130,167 and \$110,788 for the years ended June 30, 2022 and 2021, respectively.

Morrow County Health District d/b/a Pioneer Memorial Hospital

Notes to Financial Statements

Note 10: Employee Benefits and Employee Retirement Plans (Continued)

The following is a summary for all postretirement plan activity for the years ended June 30:

Plan	Value July 1, 2021	Additions	Interest Earned	Gain	Distributions/ Adjustments	Value June 30, 2022
401(a)	\$ 3,885,669	\$ 310,032	\$ 30,327	\$ (454,789)	\$ (432,175)	\$ 3,339,064
457	3,299,346	512,230	29,797	(449,288)	(279,060)	3,113,025
403(b)	924,851	130,167	9,523	(99,575)	(90,554)	874,412

Plan	Value July 1, 2020	Additions	Interest Earned	Gain	Distributions/ Adjustments	Value June 30, 2021
401(a)	\$ 2,957,423	\$ 356,278	\$ 27,219	\$ 721,992	\$ (177,243)	\$ 3,885,669
457	2,839,123	335,176	27,151	662,882	(564,986)	3,299,346
403(b)	691,999	110,788	9,140	123,812	(10,887)	924,852

Note 11: Risk Management

Liability Insurance

The District has its professional liability insurance coverage with Washington Casualty Insurance Company. The policy provides protection on a “claims made” basis whereby malpractice claims related to services provided in the current year are covered by the current policy.

Coverage is provided in two policies: a primary policy with \$1,000,000 for each medical incident and a \$5,000,000 limit aggregate and an excess policy with \$4,000,000 limits in excess of \$1,000,000 for a total of \$5,000,000 per occurrence and \$9,000,000 aggregate. Deductibles range from \$5,000 to \$25,000 per per claim depending on the type of incident.

Under a claims-made policy, the risk for claims and incidents not asserted within the policy period remains with the District. The District does not believe potential claims are significant and, accordingly, has not provided a reserve for potential claims from services provided to patients through June 30, 2022, which have not yet been asserted. The District is also exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; business interruption; errors and omissions; injuries to employees; and natural disasters. The District carries commercial insurance for these risks of loss. Settled claims resulting from these risks have not exceeded the commercial insurance coverage in any of the past three years.

Morrow County Health District d/b/a Pioneer Memorial Hospital

Notes to Financial Statements

Note 12: Concentration of Credit Risk

Financial instruments that potentially subject the District to credit risk consist principally of patient accounts receivable. Patient accounts receivable consist of amounts due from patients, their insurers, or governmental agencies (primarily Medicare and Medicaid) for health care provided to the patients.

The mix of receivables from patients, residents, and third-party payors consisted of the following at June 30:

	2022	2021
Medicare	36 %	33 %
Medicaid	10 %	6 %
Other third-party payors	26 %	34 %
Self-pay	28 %	27 %
Totals	100 %	100 %

Note 13: Provider Relief Funding

Starting in March 2020, the nation in general, and healthcare-related entities specifically were faced with a global pandemic. As healthcare entities prepared for the crisis, operational changes were made to delay routine visits and elective procedures and reevaluate the entire care delivery model to care for patient needs, specifically those affected by COVID-19. The complete financial impact on the economy in general and healthcare-related entities specifically is undeterminable at this time; however, it was noted and is anticipated by the District that both operational performance and cash flows for healthcare-related entities has been and will be impacted during the year ended June 30, 2022 as well as future periods until the pandemic ends.

During the year ended June 30, 2020, the District received approximately \$4,000,000 in grant funding from the U.S. Department of Health and Human Services (HHS) Provider Relief Fund which was established as a result of the CARES Act. Based on the terms and conditions of the grant, the District earns the grant by incurring COVID-19 expenses or by incurring lost revenue as a result of COVID-19. The District recognized \$478,009 and \$2,190,193 in nonoperating revenue related to this program during the years ended June 30, 2022 and 2021, respectively. Revenue from this program is included in the the statements of revenues, expenses, and changes in net position.

Note 14: Related-Party Transactions

In the ordinary course of business, the District has and expects to continue to have transactions with its employees and elected officials. In the opinion of management, such transactions were on substantially the same terms, including interest rates and collateral, as those prevailing at the time of comparable transactions with other persons and did not involve more than a normal risk of collectibility or present any other unfavorable features to the District.

Supplementary Information

Morrow County Health District d/b/a Pioneer Memorial Hospital Schedule of Patient Service Revenue

Year Ended June 30, 2022

	Hospital		Clinics		Ambulances			Home Health	Hospice	Total
	Inpatient	Outpatient	Hepppner	Irrigon	Ione	Hepppner	Boardman			
Daily patient services:										
Medical - Surgical	\$ 428,179	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 428,179
Swing bed program	700,825	-	-	-	-	-	-	-	-	700,825
Total daily patient services	1,129,004	-	-	-	-	-	-	-	-	1,129,004
Ancillary services:										
Clinic services	-	-	870,199	1,352,021	291,102	-	-	-	-	2,513,322
Home health	-	-	-	-	-	-	589,840	-	-	589,840
Hospice	-	-	-	-	-	-	-	498,991	-	498,991
Emergency room	90,708	1,533,579	-	-	-	-	-	-	-	1,624,287
Radiology	30,948	624,816	-	-	-	-	-	-	-	655,764
CT scan	32,053	843,551	-	-	-	-	-	-	-	875,604
Laboratory	95,368	2,236,481	-	-	-	-	-	-	-	2,331,849
Electrocardiography	3,558	70,673	-	-	-	-	-	-	-	74,231
Respiratory therapy	91,665	95,246	-	-	-	-	-	-	-	186,911
Supplies and other	19,447	44,398	-	-	-	-	-	-	-	63,845
Pharmacy	275,953	1,410,285	-	-	-	-	-	-	-	1,686,238
Physical therapy	177,407	6,555	-	-	-	-	-	-	-	183,962
Procedure	-	7,250	-	-	-	-	-	-	-	7,250
Ambulance	-	-	-	-	-	482,436	624,170	446,390	-	1,552,996
Total ancillary services	817,107	6,872,834	870,199	1,352,021	291,102	482,436	624,170	446,390	498,991	12,845,090
Gross patient revenue	1,946,111	6,872,834	870,199	1,352,021	291,102	482,436	624,170	446,390	498,991	13,974,094
Medicare adjustments	1,825,591	(740,121)	416,346	219,236	16,041	-	-	-	(162,362)	1,353,125
Medicaid adjustments	(15,006)	(948,416)	178,883	115,812	13,754	-	-	-	(6,713)	(673,071)
Commercial adjustments	(6,534)	(253,952)	(153,007)	(282,354)	(49,679)	13,645	-	-	(17,412)	(802,369)
Administrative adjustments	(4,997)	(56,806)	(5,461)	(7,610)	(1,262)	-	-	-	10,506	(65,630)
Provisions for bad debt	(26,329)	(92,983)	(8,324)	(16,419)	(2,519)	-	-	-	-	(146,574)
Charity care	(11,401)	(307,761)	(27,739)	(27,270)	(3,532)	-	-	-	-	(377,703)
Total revenue deductions	1,761,324	(2,400,039)	400,698	1,395	(27,197)	13,645	-	-	(211,645)	(712,222)
Net patient service revenue	\$ 3,707,435	\$ 4,472,795	\$ 1,270,897	\$ 1,353,416	\$ 263,905	\$ 496,081	\$ 624,170	\$ 446,390	\$ 378,195	\$ 248,588
										\$13,261,872

Morrow County Health District
d/b/a Pioneer Memorial Hospital
Schedule of Operating Expenses and Interest Expense

Year Ended June 30, 2022

	Personnel Services	Materials, Services, and Interest	Subtotal	Depreciation and Amortization	Total
Administration	\$ 818,777	\$ 920,288	\$ 1,739,065	\$ 41,962	\$ 1,781,027
Accounting services	423,441	89,138	512,579	-	512,579
Business office	516,292	116,463	632,755	4,517	637,272
Information systems	106,364	583,198	689,562	29,203	718,765
Dietary	177,346	94,808	272,154	2,451	274,605
Laundry	41,544	9,035	50,579	1,698	52,277
Housekeeping	118,528	20,360	138,888	-	138,888
Plant and maintenance	218,497	199,616	418,113	118,930	537,043
Central supply	63,877	54,709	118,586	-	118,586
Acute care	1,481,395	123,347	1,604,742	126,805	1,731,547
Pharmacy	23,234	610,065	633,299	1,485	634,784
Laboratory	399,645	459,340	858,985	21,534	880,519
IV therapy	-	4,058	4,058	-	4,058
Radiology	345,566	112,146	457,712	43,841	501,553
CT scan	33,406	72,545	105,951	-	105,951
Electrocardiography	20,356	3,597	23,953	-	23,953
Respiratory therapy	68,818	1,370	70,188	-	70,188
Emergency room	1,191,141	461,122	1,652,263	35,415	1,687,678
Medical records	107,071	4,928	111,999	-	111,999
Physical therapy	-	25,977	25,977	9,583	35,560
Swing bed	644,283	3,878	648,161	-	648,161
Swing bed NF	461,420	25,433	486,853	3,008	489,861
Procedure	101	4,334	4,435	2,586	7,021
Heppner ambulance	318,521	51,055	369,576	54,830	424,406
Subtotals	7,579,623	4,050,810	11,630,433	497,848	12,128,281
Home health	463,210	154,435	617,645	11,396	629,041
Hospice	451,907	72,248	524,155	-	524,155
Heppner clinic	1,245,270	136,104	1,381,374	13,638	1,395,012
Irrigon clinic	1,150,839	158,357	1,309,196	90,472	1,399,668
Ione clinic	185,889	34,201	220,090	598	220,688
Boardman ambulance	665,240	91,010	756,250	54,429	810,679
Irrigon ambulance	323,088	35,136	358,224	17,654	375,878
Ione ambulance	7,509	7,404	14,913	4,710	19,623
Lexington ambulance	5,561	2,041	7,602	-	7,602
Totals	\$ 12,078,136	\$ 4,741,746	\$ 16,819,882	\$ 690,745	\$ 17,510,627

Morrow County Health District
d/b/a Pioneer Memorial Hospital
Schedule of Resources and Expenditures - Budget and Actual

Year Ended June 30, 2022

	Filed Budget	Budget Amendments	Final Budget	Actual on a Budgetary Basis	Variance Favorable (Unfavorable)
Resources:					
Net patient service revenue	\$ 18,532,439	\$ -	\$ 18,532,439	\$ 13,261,872	\$ (5,270,567)
Property/other taxes	2,372,518	-	2,372,518	2,568,197	195,679
Grants/contributions/other	1,094,443	-	1,094,443	1,888,647	794,204
Interest	60,000	-	60,000	35,425	(24,575)
Operating/capital loans	67,500	-	67,500	867,500	800,000
Total resources	\$ 22,126,900	\$ -	\$ 22,126,900	\$ 18,621,641	\$ (3,505,259)
Expenditures:					
Personal services	\$ 13,712,802	\$ -	\$ 13,712,802	\$ 12,078,136	\$ 1,634,666
Materials and services	4,484,623	-	4,484,623	4,660,543	(175,920)
Gross capital outlay	590,970	-	590,970	1,189,730	(598,760)
Debt service	343,713	-	343,713	422,103	(78,390)
Total expenditures	\$ 19,132,108	\$ -	\$ 19,132,108	\$ 18,350,512	\$ 781,596
Change in net position - Budgetary				\$ 271,129	
Reconciliation of statutory operating expenditures to GAAP-basis operating expenses:					
Add: Purchase of equipment				772,708	
Add: Long-term debt and capital leases principal reductions				1,140,575	
Add: Capital grants and contributions				88,566	
Less: Long-term debt additions				867,500	
Less: Depreciation and amortization				<u>690,745</u>	
Total effects of reconciliation				<u>443,604</u>	
Change in net position - GAAP				714,733	
Net position - Beginning of year				<u>9,683,310</u>	
Net position - End of year				<u>\$ 10,398,043</u>	

Morrow County Health District d/b/a Pioneer Memorial Hospital

Schedule of Property Tax Transactions and Outstanding Balances

Year Ended June 30, 2022

<i>Fiscal Year</i>	Property Taxes Receivable July 1, 2021	Current Levy as Extended by Assessor	Discount Allowed	Corrections and Adjustments	Interest	Cash Collections	Property Taxes Receivable June 30, 2022
2022-2022	\$ -	\$ 2,651,399	\$ (74,311)	\$ (17,683)	\$ -	\$ (2,529,472)	\$ 29,933
2020-2021	26,659	-	101	(3,545)	-	(7,417)	15,799
2019-2020	16,950	-	-	(147)	-	(5,632)	11,171
2018-2019	12,230	-	39	(1,430)	-	(2,527)	8,311
2017-2018	12,368	-	-	(139)	-	(11,675)	554
2016-2017	1,010	-	-	(154)	-	(334)	523
2015-2016	555	-	-	(145)	-	(220)	190
Prior	257	-	-	(9)	-	(41)	207
Totals	\$ 70,029	\$ 2,651,399	\$ (74,171)	\$ (23,252)	\$ -	\$ (2,557,318)	\$ 66,688

Morrow County Health District d/b/a Pioneer Memorial Hospital Schedule of Future Debt Service Requirements

Year Ended June 30, 2022

Maturing During Year Ending June 30,	Bank of Eastern Oregon Remodel Loan		GEODC/Morrow County Irrigon Clinic Remodel		GEODC/Morrow County House Loan		GEODC/Morrow County Church Loan		Bank of Eastern Oregon Boardman Building Loan		GEODC/Morrow County Boardman Building Loan		Bank of Eastern Oregon Procedure Room Remodel Loan		Bank of Eastern Oregon Omniceil & Ultrasound Loan		Bank of Eastern Oregon IMC Expansion Loan		Bank of Eastern Oregon Boardman Ambulance Loan												
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest											
2023	\$ 26,322	\$ 32,058	\$ 1,242	\$ 1,242	\$ 96	\$ 96	\$ 882	\$ 882	\$ 17,303	\$ 17,303	\$ 3,926	\$ 3,926	\$ 809	\$ 809	\$ 9,778	\$ 9,778	\$ 63	\$ 63	\$ 78,298	\$ 78,298	\$ 2,221	\$ 2,221	\$ 45,060	\$ 45,060	\$ 14,044	\$ 14,044	\$ 29,820	\$ 29,820	\$ 2,968	\$ 2,968	
2024	27,934	31,009	818	5	-	-	8,206	2,474	6,488	786	3,221	10,116	659	-	-	6,718	25	47,130	11,974	31,077	1,711	421	421	421	421	421	421	421	421	421	
2025	29,204	29,739	-	-	-	-	8,497	2,182	6,586	688	2,488	10,269	506	-	-	-	-	49,295	9,809	24,118	-	-	-	-	-	-	-	-	-	-	
2026	30,439	28,504	-	-	-	-	8,800	1,880	6,685	588	1,724	10,424	351	-	-	-	-	51,560	7,544	-	-	-	-	-	-	-	-	-	-	-	
2027	31,727	27,216	-	-	-	-	9,113	1,567	6,786	487	930	10,582	193	-	-	-	-	53,928	5,175	-	-	-	-	-	-	-	-	-	-	-	
2028-2032	179,790	114,924	-	-	-	-	39,755	2,910	28,737	909	13,658	162	7,144	-	-	-	-	85,545	3,083	-	-	-	-	-	-	-	-	-	-	-	
2033-2037	221,276	73,439	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2038-2042	251,034	41,969	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Totals	\$ 797,726	\$ 378,858	\$ 49,496	\$ 1,247	\$ 96	\$ 96	\$ 82,295	\$ 13,769	\$ 61,673	\$ 4,340	\$ 106,019	\$ 12,451	\$ 58,501	\$ 2,558	\$ 9,778	\$ 63	\$ 85,016	\$ 2,246	\$ 332,518	\$ 51,629	\$ 85,015	\$ 5,100	\$ 5,100	\$ 5,100	\$ 5,100	\$ 5,100	\$ 5,100	\$ 5,100	\$ 5,100	\$ 5,100	\$ 5,100

Maturing During Year Ending June 30,	Bank of Eastern Oregon Boilers Loan		Totals	
	Principal	Interest	Principal	Interest
2023	\$ 27,539	\$ 2,429	\$ 316,571	\$ 63,495
2024	28,682	1,267	185,177	53,131
2025	14,775	180	160,752	46,013
2026	-	-	126,650	40,591
2027	-	-	132,436	35,568
2028-2032	-	-	354,629	122,028
2033-2037	-	-	221,276	73,439
2038-2042	-	-	251,034	41,969
Totals	\$ 70,996	\$ 3,876	\$ 1,748,525	\$ 476,234

See Independent Auditor's Report.

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters

Morrow County Health District
d/b/a Pioneer Memorial Hospital
Heppner, Oregon

We have audited, in accordance with auditing standards generally accepted in the United States and the standards applicable to financial statements contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the the statement of net position, and the statements of revenues, expenses, and changes in net position and cash flows of (the "District") as of and for the year ended June 30, 2022, and the related notes to the financial statements, and have issued our report thereon dated November 15, 2022.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit the attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Wipfli LLP

Wipfli LLP

By:

Eric Volk

Eric Volk, CPA Oregon Municipal Auditor, Lic# 1637

November 15, 2022
Spokane, Washington

Independent Auditor's Comments and Disclosures on Compliance in Accordance with the *Minimum Standards for Audits of Oregon Municipal Corporations*

Morrow County Health District
d/b/a Pioneer Memorial Hospital
Heppner, Oregon

We have audited the accompanying financial statements of Morrow County Health District d/b/a Pioneer Memorial Hospital (the "District") as of and for the year ended June 30, 2022, and have issued our report thereon dated November 15, 2022. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, issued by the Comptroller General of the United States, and the provisions of the *Minimum Standards for Audits of Oregon Municipal Corporations*, prescribed by the Secretary of State. Those standards require that we plan and perform our audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

Compliance

As part of obtaining reasonable assurance about whether the District's basic financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, including provisions of Oregon Revised Statutes (ORS) as specified in Oregon Administrative rules (OAR) 162-10-000 to 162-10-330 of the *Minimum Standards for Audits of Oregon Municipal Corporations*, as set forth below, noncompliance with which could have a direct and material effect on the determination of financial statement amounts:

- The accounting records and related internal control structure (OAR 162-010-0230)
- The amount and adequacy of collateral pledged by depositories to secure the deposit of public funds (OAR 162-010-0240)
- The requirements relating to debt, including the limitation of debt, liquidation of debt in the prescribed period of time, and compliance with provisions of bond indentures or other requirements, including restrictions placed on funds available to retire indebtedness (OAR 162-010-0250)
- The requirements relating to the preparation, adoption, and execution of the annual budgets for the current fiscal year and the preparation and adoption of the budget for the next succeeding fiscal year (OAR 162-010-0260)
- The requirements relating to insurance and fidelity bond coverage (OAR 162-010-0270)
- The appropriate laws, rules, and regulations pertaining to programs funded wholly or partially by other governmental agencies (OAR 162-010-0280)
- The statutory requirements pertaining to the investment of public funds (OAR 162-010-0300)
- The requirements pertaining to the awarding of public contracts and the construction of public improvements (OAR 162-010-0310)

Compliance with the requirements, laws, regulations, contracts, and grants is the responsibility of the District's management. Providing an opinion on compliance with those provisions was not an objective of our audit. Accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under the *Minimum Standards for Audits of Oregon Municipal Corporations*, prescribed by the Secretary of State.

In planning and performing our audit, we considered the District's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over financial reporting.

Additional commentary regarding our test results is listed on the following pages.

This report is intended solely for the information of the Board of Directors, management, and the Secretary of State, Division of Audits of the State of Oregon, and is not intended to be and should not be used by anyone other than those specified parties.

Wipfli LLP

Wipfli LLP

By:

Eric Volk

Eric Volk, CPA, Oregon Municipal Auditor, Lic# 1637

November 15, 2022
Spokane, Washington

Morrow County Health District
d/b/a Pioneer Memorial Hospital
Audit Comments and Disclosures Required by State Regulations
Year Ended June 30, 2022

Accounting Records

The records of the District are adequate for audit purposes.

Adequacy of Collateral Securing Depository Balance

ORS Chapter 295 provides that each depository throughout the period of its possession of public fund deposits shall maintain on deposit with its custodians, at its own expense, securities having a value not less than 110% of the greater of:

- a. All public funds held by the bank depository or
- b. The average of the balances of public funds held by the bank depository, as shown on the last four immediately preceding treasurer reports.

As of June 30, 2022, the District did not maintain any uncollateralized deposits and, therefore, appears to be in compliance with collateral requirements.

Indebtedness

The District, during the year ended 2022, appeared to be in compliance with statutory requirements relating to debt, including the limitation of debt, liquidation of debt in the prescribed period of time, and compliance with provisions of bond indentures or other requirements, including restrictions placed on funds available to retire indebtedness.

Budget and Oregon Local Budget Law Compliance

The budget documents related to Morrow County Health District for 2020, 2021, and 2022 were reviewed. The District appears to have substantially complied with the legal requirements related to the preparation, adoption, and execution of the budget for the year ended June 30, 2022, and preparation and adoption of the budget for the upcoming fiscal year.

Health districts with fiscal years beginning on or after July 1, 2002, are exempt from ORS 295.434(4), which restricted municipal corporations from making expenditures in excess of budgeted amounts.

Insurance and Fidelity Bond Coverage

The District's insurance policies appear to be in force. We are not competent, by training, to state whether the insurance coverage in force at June 30, 2022, was adequate. The District does review insurance coverage annually with its insurance agent.

Morrow County Health District d/b/a Pioneer Memorial Hospital

Audit Comments and Disclosures Required by State Regulations (Continued)

Year Ended June 30, 2022

Programs Funded From Outside Sources

During the year ended June 30, 2022, the District complied, in all material respects, with laws, regulations, contracts, and grants pertaining to programs funded from outside sources. Additional comments may be noted in our Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters on pages 43 and 44 of this report.

Investment of Public Funds

The District appears to have complied with legal provisions regarding investment of public funds.

Public Contracts and Purchasing

Pursuant to ORS Chapter 279, the District has followed procedures of obtaining bids and cost estimates prior to the acquisition of property and equipment to ensure that such improvements and equipment are acquired at the lowest reasonable cost. The District was in substantial compliance with the provisions of ORS Chapter 279 during the year ended June 30, 2022.

Federal and State Grants

We reviewed and tested, to the extent deemed appropriate, transactions and reports of the federal and state programs in which the District participates. The scope of our audit engagement did not require us to make a complete audit examination of each project, and our audit opinion on the District's basic financial statements does not cover each individual grant. The District appears to be in compliance with all applicable grant requirements.



November 2022

HUMAN RESOURCES	
Turnover Rate (Rolling 3 Months)	7.0%
Vacancy Rate	7.0%
Number of Open Positions	11

FINANCIAL		
Days Cash on Hand	31	Goal ≥ 90
Days in AR	55	Goal ≤ 60

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

RURAL HEALTH CLINICS				
MEASURE	PMC	ICC	IMC	BIC
Third Next Available (Current Month)	6	2	18	N/A
Total Visits (Previous Month)	295	70	312	108*

*Partial month data for BIC.

"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	74% N = 23	73% N = 15	65% N = 23
Irrigon Medical Clinic	67% N = 15	71% N = 17	67% N = 18
Ione Community Clinic	100% N = 9	87% N = 15	100% 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	86% N = 22	93% N = 15	91% N = 23
Irrigon Medical Clinic	80% N = 15	94% N = 16	83% N = 18
Ione Community Clinic	100% N = 10	93% N = 15	100% 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 3 2022	Qtr 2 2022	Qtr 1 2022
ER Adult	65%	77%	88%
	N = 23	N = 22	N = 16
NRC Average	64%		
Bed Size 6 - 24 Average	77%		

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

	Qtr 3 2022	Qtr 2 2022	Qtr 1 2022
ER Adult	70%	82%	80%
	N = 20	N = 22	N = 15
NRC Average	66%		
Bed Size 6 - 24 Average	78%		

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

	Qtr 3 2022	Qtr 2 2022	Qtr 1 2022
ER Pediatric	100%	50%	50%
	N = 3	N = 4	N = 2
NRC Average	65%		

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

	Qtr 3 2022	Qtr 2 2022	Qtr 1 2022
ER Pediatric	67%	25%	50%
	N = 3	N = 4	N = 2
NRC Average	69%		

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

	Qtr 3 2022	Qtr 2 2022	Qtr 1 2022
Inpatient	75%	60%	100%
	N = 4	N = 5	N = 3
NRC Average	71%		
Bed Size 6 - 24 Average	81%		

Would you recommend this hospital to your friends and family?

	Qtr 3 2022	Qtr 2 2022	Qtr 1 2022
Inpatient	0%	60%	75%
	N = 5	N = 5	N = 4
NRC Average	72%		
Bed Size 6 - 24 Average	80%		

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

	Qtr 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%		

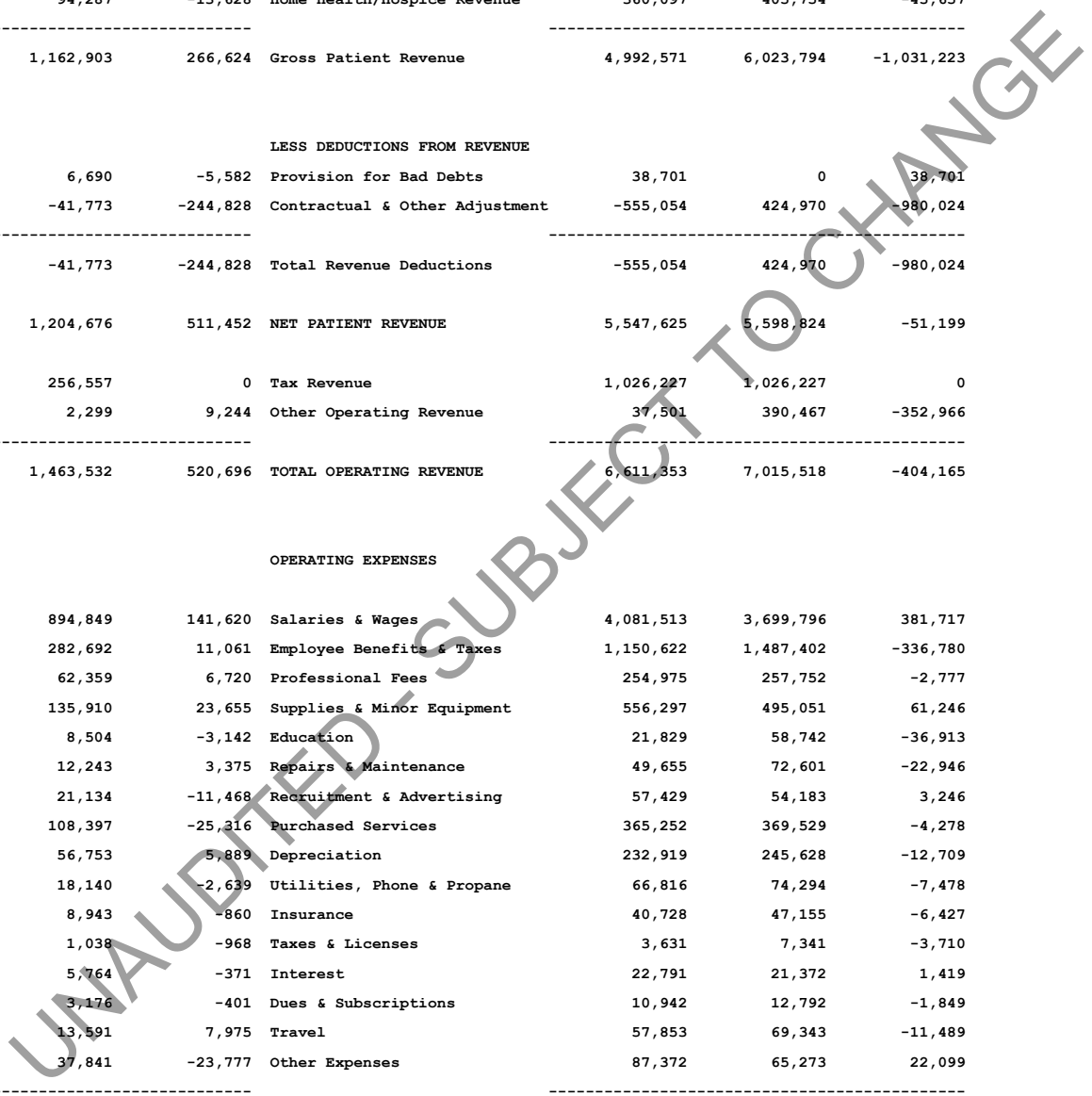
Would you recommend this hospital to your friends and family?

	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

Through October 2022

Current Month	Last Month	Dollar Variance		Current Year to Date	Budget Year to Date	Dollar Variance
PATIENT SERVICES REVENUE						
84,155	49,542	34,612	Inpatient Ancillary Revenue	292,448	233,756	58,692
101,873	52,664	49,208	Hospital Inpatient Revenue	306,906	408,056	-101,150
881,202	726,280	154,922	Outpatient Revenue	3,102,719	3,618,404	-515,685
281,638	240,129	41,509	Clinic Revenue	930,402	1,357,825	-427,423
80,659	94,287	-13,628	Home Health/Hospice Revenue	360,097	405,754	-45,657
-----	-----	-----		-----	-----	-----
1,429,527	1,162,903	266,624	Gross Patient Revenue	4,992,571	6,023,794	-1,031,223
LESS DEDUCTIONS FROM REVENUE						
1,108	6,690	-5,582	Provision for Bad Debts	38,701	0	38,701
-286,601	-41,773	-244,828	Contractual & Other Adjustment	-555,054	424,970	-980,024
-----	-----	-----		-----	-----	-----
-286,601	-41,773	-244,828	Total Revenue Deductions	-555,054	424,970	-980,024
1,716,128	1,204,676	511,452	NET PATIENT REVENUE	5,547,625	5,598,824	-51,199
256,557	256,557	0	Tax Revenue	1,026,227	1,026,227	0
11,543	2,299	9,244	Other Operating Revenue	37,501	390,467	-352,966
-----	-----	-----		-----	-----	-----
1,984,227	1,463,532	520,696	TOTAL OPERATING REVENUE	6,611,353	7,015,518	-404,165
OPERATING EXPENSES						
1,036,469	894,849	141,620	Salaries & Wages	4,081,513	3,699,796	381,717
293,753	282,692	11,061	Employee Benefits & Taxes	1,150,622	1,487,402	-336,780
69,079	62,359	6,720	Professional Fees	254,975	257,752	-2,777
159,564	135,910	23,655	Supplies & Minor Equipment	556,297	495,051	61,246
5,362	8,504	-3,142	Education	21,829	58,742	-36,913
15,618	12,243	3,375	Repairs & Maintenance	49,655	72,601	-22,946
9,666	21,134	-11,468	Recruitment & Advertising	57,429	54,183	3,246
83,081	108,397	-25,316	Purchased Services	365,252	369,529	-4,278
62,642	56,753	5,889	Depreciation	232,919	245,628	-12,709
15,502	18,140	-2,639	Utilities, Phone & Propane	66,816	74,294	-7,478
8,083	8,943	-860	Insurance	40,728	47,155	-6,427
70	1,038	-968	Taxes & Licenses	3,631	7,341	-3,710
5,393	5,764	-371	Interest	22,791	21,372	1,419
2,775	3,176	-401	Dues & Subscriptions	10,942	12,792	-1,849
21,567	13,591	7,975	Travel	57,853	69,343	-11,489
14,064	37,841	-23,777	Other Expenses	87,372	65,273	22,099
-----	-----	-----		-----	-----	-----
1,802,688	1,671,335	131,352	Total Operating Expenses	7,060,624	7,038,253	22,371
181,540	-207,803	389,343	GAIN/LOSS FROM OPERATIONS	-449,271	-22,736	-426,536
37,700	31,087	6,613	NON-OPERATING NET GAIN/LOSS	123,974	304,463	-180,489
-----	-----	-----		-----	-----	-----
219,240	-176,716	395,957	GAIN/LOSS	-325,297	281,727	-607,025
=====	=====	=====		=====	=====	=====



October 2022

Description	Current Year
Assets	
Current Assets	
Cash & Investments	5,798,553
A/R Hospital, Swing, Clinic	2,000,830
A/R Home Health & Hospice	295,745
Gross Patient Receivables	2,296,575
Less: Clearing Accounts	-50
Less: Allow for Contractual	41,788
Less: Allow for Uncollectible	270,503

Net Patient Accounts Receivabl	1,984,334
Employee Advances	-3,197
Employee Purchases Receivable	5,077
Receivable 340B SunRx	43,176
Taxes Receivable - Prior Year	48,250
Taxes Receivable - Current Yr	1,026,227
Other Receivable	14,040
Grants Receivable	0
MC/MD Receivable	0
Assisted Living Receivable	13,098

Other Receivable Total	0
Inventory and Prepaid	492,611

Total Current Assets	9,422,170
Long Term Assets	
Land	135,701
Land Improvements	322,354
Building & Improvements	5,893,274
Equipment	8,323,771
Amortizable Loan Costs	0
Construction in Progress	394,838
Less: Accum Depreciation	9,996,218

Total Long Term Assets	5,073,720

Total Assets	14,495,890
	=====

UNAUDITED - SUBJECT TO CHANGE

Description	Current Year
Liabilities	
Current Liabilities	
Accounts Payable	306,682
Refunds Payable-Hospital	0
Refunds Payable-Clinic	0
Misc Payable	0
Short Term Notes Payable	0

Accounts Payable Total	306,682
Accrued Wages & Liabilities	940,806
Accrued Interest	3,052
Suspense Account	1,237
TCAA Suspense	1,935
Deferred Income	1,506
Unearned Revenue for COVID 19	1,108,671
MC/MD Settlement Payable	260,144
Contingency Settlement Payable	200,000

Other Liabilities	1,576,545

Total Current Liabilities	2,824,032
	=====
Longterm Liabilities	
STRYKER CAPITAL LEASE	0
BEO 2019 BOILERS LOAN	61,944
BEO 2018 BOARDMAN BLDG LOAN	100,331
BEO 2018 OMNICELL/US LOAN	59,311
BEO 2020 AMBULANCE LOAN	75,214
Morrow Co 2016 Annex Loan	0
BEO Loan AMB/LAB 2016	0
MORROW CO 2018 BOARDMAN BLDG	55,201
BEO ENDO RM/MISC LOAN 2017	0
Morrow Co 2013 IMC Loan	6,051
BEO IMC EXPANSION 2018	317,735
GEODC 2021 HOUSE LOAN	79,702
MORROW CO 2021 CHURCH LOAN	59,559
BEO 2008 Hosp Remodel Loan	33,596
BEO REFINANCE LOAN	789,099
USDA Remodel Loan	0

Total Long Term Liabilities	1,637,744
Equity/Fund Balance	
General Fund Unrestricted Bal	10,398,041
Equity/Fund Bal Period End	-363,998

Total Liab+Equity/Fund Bal	14,495,819
	=====

UNAUDITED - SUBJECT TO CHANGE

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

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD
ACUTE (INPATIENT)													
ADMISSIONS	4	1	1	8									14
DISCHARGES	5	1	1	8									15
Admits- MEDICARE	3	0	1	5									9
MEDICAID	1	1	0	1									3
OTHER	0	0	0	2									2
SELF PAY	0	0	0	0									0
TOTAL	4	1	1	8	0	0	0	0	0	0	0	0	14
Dschgs -MEDICARE	4	0	0	5									9
MEDICAID	1	1	1	1									4
OTHER	0	0	0	2									2
SELF PAY	0	0	0	0									0
TOTAL	5	1	1	8	0	0	0	0	0	0	0	0	15
PATIENT DISCHARGE DAYS													
MEDICARE	12	0	1	11									24
MEDICARE ADVANTAGE	0	0	0	2									2
MEDICAID	0	0	0	0									0
MEDICAID MANAGED CARE	2	6	0	1									9
OTHER	0	0	0	7									7
SELF PAY	0	0	0	0									0
TOTAL	14	6	1	21	0	0	0	0	0	0	0	0	42
PATIENT ADMISSION DAYS													
Adults	12	6	1	21									40
Pediatric	0	0	0	0									0
TOTAL	12	6	1	21	0	0	0	0	0	0	0	0	40
AVG LENGTH OF STAY	2.4	6.0	1.0	2.6	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	2.7
AVG DAILY CENSUS	0.4	0.2	0.0	0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.3
DEATHS													0
SWING BED (Skilled)													
ADMISSIONS	4	2	0	5									11
DISCHARGES	3	3	2	3									11
Dschgs -MEDICARE	3	3	2	2									10
MEDICAID	0	0	0	0									0
OTHER	0	0	0	1									1
SELF PAY	0	0	0	0									0
TOTAL	3	3	2	3	0	0	0	0	0	0	0	0	11
PATIENT DISCHARGE DAYS													
MEDICARE	35	59	77	56									227
MEDICARE ADVANTAGE	26	0	0	0									26
MEDICAID	0	0	0	0									0
MEDICAID MANAGED CARE	0	0	0	0									0
OTHER	0	0	0	4									4
SELF PAY	0	0	0	0									0
TOTAL	61	59	77	60	0	0	0	0	0	0	0	0	257
PATIENT ADMISSION DAYS													
MEDICARE	53	74	39	44									210
MEDICAID	0	0	0	0									0
OTHER	0	0	0	4									4
SELF PAY	0	0	0	0									0
TOTAL	53	74	39	48	0	0	0	0	0	0	0	0	214
AVG DAILY CENSUS	1.71	2.39	1.30	1.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.74
SWING BED REVENUE	\$ 21,592	\$ 30,148	\$ 15,889	\$ 19,555									\$87,184
SWING \$ DAYS	53	74	39	48									214
DEATHS	0	0	0	3									3
OBSERVATION													
ADMISSIONS	6	1	5	9									21
DISCHARGES	6	1	5	8									20
HOURS	158	41	102	269									570
REVENUE	\$ 21,495	\$ 5,323	\$ 14,391	\$ 36,040									\$ 77,249
AVG LENGTH OF STAY (hours)	26.3	41.0	20.4	29.9	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	27.1
DEATHS	0	0											0

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

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD
HOSPITAL RESPITE													
ADMISSIONS	2	0	0	0									2
DISCHARGES	2	0	0	0									2
PATIENT ADMISSION DAYS	8	0	0	0									8
DEATHS	1	0	0	0									1
SWING (Non-Skilled)													
ADMISSIONS	0	0	0	0									0
DISCHARGES	0	0	0	0									0
Dschgs -MEDICAID	0	0	0	0									0
SELF PAY	0	0	0	0									0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0
PATIENT DISCHARGE DAYS													
MEDICAID	0	0	0	0									0
SELF PAY	0	0	0	0									0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0
PATIENT ADMISSION DAYS													
MEDICAID	62	62	60	62									246
SELF PAY	31	31	33	62									157
PATIENT ADMISSION DAYS	93	93	93	124	0	0	0	0	0	0	0	0	403
AVG DAILY CENSUS	3.0	3.0	3.1	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3.3
SWING BED REVENUE	\$ 35,083	\$ 35,083	\$ 35,083	\$ 46,778									\$ 152,027
SWING \$ DAYS	93	93	93	124	0	0	0	0	0	0	0	0	403
DEATHS	0	0	0	0									0
SUMMARY STATS													
TOTAL/AVERAGE % OCCUPANCY	25.5%	26.6%	21.1%	29.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	27.0%
TOTAL OUTPATIENTS (Admits) w/ ER													
	558	610	558	597									2323
TOTAL ER (Encounters)													
	108	101	89	110									408
LAB TESTS													
INPATIENT	121	81	48	130									380
OUTPATIENT	1172	1623	1501	1718									6014
TOTAL	1293	1704	1549	1848	0	0	0	0	0	0	0	0	6394
XRAY/ULTRASOUND TESTS													
INPATIENT	12	3	1	2									18
OUTPATIENT	84	113	104	116									417
TOTAL	96	116	105	118	0	0	0	0	0	0	0	0	435
CT SCANS													
	37	32	38	41									148
MRI SCANS													
	1	1	6	6									14
EKG TESTS													
	26	34	40	53									153
TREADMILL PROCEDURES													
	0	0	0	0									0
RESPIRATORY THERAPY													
INPATIENT	4	0	2	6									12
OUTPATIENT	39	57	68	86									250
TOTAL	43	57	70	92	0	0	0	0	0	0	0	0	262
PROVIDER VISITS													
HEPPNER CLINIC	167	313	327	295									1102
IRRIGON CLINIC	223	282	254	312									1071
BOARDMAN IMMEDIATE CARE	0	0	0	108									108
IONE CLINIC	63	65	68	70									266
ALL PROVIDER ENCOUNTERS AT HOSPITAL**	157	100	92	115									464
TOTAL	610	760	741	900	0	0	0	0	0	0	0	0	3011
REVENUE OF HOSPITAL ENCOUNTERS	\$ 80,158	\$ 64,134	\$ 65,670	\$ 80,823									\$290,785

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

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD
AMBULANCE													
HEPPNER AMBULANCE TRANSPORTS	26	28	22	25									101
BOARDMAN AMBULANCE TRANSPORTS	27	26	23	27									103
IRRIGON AMBULANCE TRANSPORTS	22	28	17	27									94
IONE AMBULANCE TRANSPORTS	0	0	0	0									0
TOTAL	75	82	62	79	0	0	0	0	0	0	0	0	298
HEPPNER AMB REVENUE	\$ 46,160	\$ 47,261	\$ 34,739	\$ 44,210									\$172,370
BOARDMAN AMB REVENUE	\$ 62,644	\$ 60,143	\$ 52,612	\$ 62,414									\$237,813
IRRIGON AMB REVENUE	\$ 39,811	\$ 56,418	\$ 35,712	\$ 56,808									\$188,748
IONE AMB REVENUE	\$ -	\$ -	\$ -	\$ -									\$0
TOTAL	\$ 148,615	\$ 163,822	\$ 123,063	\$ 163,432	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$598,932
HOME HEALTH VISITS													
SKILLED NURSING VISITS	55	59	62	49									225
AIDE VISITS	15	12	23	25									75
MSW VISITS	0	0	0	0									0
OCCUPATIONAL THERAPY	11	7	10	8									36
PHYSICAL THERAPY	26	26	34	34									120
SPEECH THERAPY	0	0	0	0									0
IN HOME CARE VISITS-PRIVATE PAY	36	4	0	0									40
TOTAL	143	108	129	116	0	0	0	0	0	0	0	0	496
HOSPICE													
ADMITS	4	2	3	4									13
DISCHARGE	0	0	0	1									1
DEATHS	6	2	3	2									13
TOTAL DAYS	182	78	120	106									486
PHARMACY													
DRUG DOSES	3305	5848	8119	8471									25,743
DRUG REVENUE	\$ 145,027	\$ 116,579	\$ 121,372	\$ 118,428									\$501,406

PIONEER MEMORIAL CLINIC - OCTOBER 2022

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Dr. Lion	Patient Hours Available			7	8	7.5					7	8	7.5					7	8	7.5					5.5	8	6	6					93
	Patients Seen			6	4	11					5	4	9					4	4	9					6	9	6	4					81
	No Shows			0	1	0					0	0	0					0	0	1					0	0	0	0					2
	Patient Cancellations			0	0	0					0	1	0					1	3	1					0	1	0	1					8
	Clinic Cancellations			0	0	0					0	3	0					2	0	0					3	1	0	0					9
	Pts. Per Available Hour			0.9	0.5	1.5					0.7	0.5	1.2					0.6	0.5	1.2					1.1	1.1	1.0	0.7					0.9
	No Show Rate			0%	20%	0%					0%	0%	0%					0%	0%	9%					0%	0%	0%	0%					2%
	Patient Cancel Rate			0%	0%	0%					0%	13%	0%					14%	43%	9%					0%	9%	0%	20%					8%
Clinic Cancel Rate			0%	0%	0%					0%	38%	0%					29%	0%	0%					33%	9%	0%	0%					9%	
Dr. Schaffer	Patient Hours Available			8	8	7.5	8				8	8	7	8				4.5	8	8	7											7.5	97.5
	Patients Seen			4	10	5	0				13	11	6	1				6	16	8	10											5	95
	No Shows			2	1	0	1				0	0	0	0				1	0	2	1										1	9	
	Patient Cancellations			1	1	1	0				0	1	1	1				1	1	0	0										2	10	
	Clinic Cancellations			0	0	0	0				0	0	0	3				0	0	0	0										2	5	
	Pts. Per Available Hour			0.5	1.3	0.7	0.0				1.6	1.4	0.9	0.1				1.3	2.0	1.0	1.4											0.7	1.0
	No Show Rate			29%	8%	0%	100%				0%	0%	0%	0%				13%	0%	20%	9%											10%	8%
	Patient Cancel Rate			14%	8%	17%	0%				0%	8%	14%	20%				13%	6%	0%	0%												20%
Clinic Cancel Rate			0%	0%	0%	0%				0%	0%	0%	60%				0%	0%	0%	0%												20%	4%
Amanda Roy, PA	Patient Hours Available					7.5	7.5	8					7	7.5	8					7.5	7.5	8					7.5	7.5	7.5				91
	Patients Seen					7	9	14					8	9	12					9	9	9					8	10	15				119
	No Shows					0	0	1					0	2	1					0	0	2					0	0	0				6
	Patient Cancellations					0	1	0					1	1	0					0	2	0					1	3	0				9
	Clinic Cancellations					0	0	0					0	0	0					0	0	0					0	0	0				0
	Pts. Per Available Hour					0.9	1.2	1.8					1.1	1.2	1.5					1.2	1.2	1.1					1.1	1.3	2.0				1.3
	No Show Rate					0%	0%	7%					0%	17%	8%					0%	0%	18%					0%	0%	0%				4%
	Patient Cancel Rate					0%	10%	0%					11%	8%	0%					0%	18%	0%					11%	23%	0%				7%
Clinic Cancel Rate					0%	0%	0%					0%	0%	0%					0%	0%	0%					0%	0%	0%					0%
PMC TOTALS	Patient Hours Available			15	16	22.5	15.5	8			15	16	21.5	15.5	8			11.5	16	23	14.5	8			5.5	8	13.5	13.5	7.5			7.5	281.5
	Patients Seen			10	14	23	9	14			18	15	23	10	12			10	20	26	19	9			6	9	14	14	15			5	295
	No Shows			2	2	0	1	1			0	0	0	2	1			1	0	3	1	2			0	0	0	0	0			1	17
	Patient Cancellations			1	1	1	1	0			0	2	2	2	0			2	4	1	2	0			0	1	1	4	0			2	27
	Clinic Cancellations			0	0	0	0	0			0	3	0	3	0			2	0	0	0	0			3	1	0	0	0			2	14
	Pts. Per Available Hour			0.7	0.9	1.0	0.6	1.8			1.2	0.9	1.1	0.6	1.5			0.9	1.3	1.1	1.3	1.1			1.1	1.1	1.0	1.0	2.0			0.7	1.0
	No Show Rate			15%	12%	0%	9%	7%			0%	0%	0%	12%	8%			7%	0%	10%	5%	18%			0%	0%	0%	0%	0%			10%	5%
	Patient Cancel Rate			8%	6%	4%	9%	0%			0%	10%	8%	12%	0%			13%	17%	3%	9%	0%			0%	9%	7%	22%	0%			20%	8%
Clinic Cancel Rate			0%	0%	0%	0%	0%			0%	15%	0%	18%	0%			13%	0%	0%	0%	0%			33%	9%	0%	0%	0%			20%	4%	

IONE COMMUNITY CLINIC - OCTOBER 2022

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	
Eileen McElligott	Patient Hours Available			8										8				8							8							8	52	
	Patients Seen			12										11				9							11							9	14	70
	No Shows			0										0				0							0							0	2	
	Patient Cancellations			0										2				0							0							0	1	3
	Clinic Cancellations			0										0				0							0							0	0	0
	Pts. Per Available Hour			1.5										1.4				1.1							1.4							2.3	1.8	1.3
	No Show Rate			0%										0%				0%							0%							0%	3%	3%
	Patient Cancel Rate			0%										15%				0%							0%							7%	4%	4%
	Clinic Cancel Rate			0%										0%				0%							0%							0%	0%	0%

IRRIGON MEDICAL CLINIC - OCTOBER 2022

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Jamie Reed, CSWA	Patient Hours Available					5	6.5	5.5			6.5	4.5	6.5	6.5	6.5			6.5		5.5	6.5	5.5			6.5	5	6.5	5.5	5.5			5.5	106
	Patients Seen					4	2	3			3	3	1	0	1			2		0	2	1			1	1	4	1	4			1	34
	No Shows					1	1	1			2	0	0	0	0			0		0	0	0			0	1	0	0	0			0	6
	Patient Cancellations					0	1	0			0	0	0	0	0			0		0	0	0			1	0	0	0	0			0	2
	Clinic Cancellations					1	0	0			0	0	0	0	0			0		0	0	0			0	0	0	0	0			0	1
	Pts. Per Available Hour					0.8	0.3	0.5			0.5	0.7	0.2	0.0	0.2			0.3		0.0	0.3	0.2			0.2	0.2	0.6	0.2	0.7			0.2	0.3
	No Show Rate					17%	25%	25%			40%	0%	0%	0%	0%			0%		0%	0%	0%			0%	50%	0%	0%	0%			0%	14%
	Patient Cancel Rate					0%	25%	0%			0%	0%	0%	0%	0%			0%		0%	0%	0%			50%	0%	0%	0%	0%			0%	5%
Clinic Cancel Rate					17%	0%	0%			0%	0%	0%	0%	0%			0%		0%	0%	0%			0%	0%	0%	0%	0%			0%	2%	
Jon Watson, PA	Patient Hours Available			8	8						8	8	8								7				8	8	8	8				8	87
	Patients Seen			17	15						16	15	9								11				15	15	12	14				15	154
	No Shows			1	3						2	2	4								2				2	1	2	1				0	20
	Patient Cancellations			2	4						0	0	0								1				1	0	0	1				0	9
	Clinic Cancellations			0	0						0	0	0								0				0	0	0	0				0	0
	Pts. Per Available Hour			2.1	1.9						2.0	1.9	1.1								1.6				1.9	1.9	1.5	1.8				1.9	1.8
	No Show Rate			5%	14%						11%	12%	31%								14%				11%	6%	14%	6%				0%	11%
	Patient Cancel Rate			10%	18%						0%	0%	0%								7%				6%	0%	0%	6%				0%	5%
Clinic Cancel Rate			0%	0%						0%	0%	0%								0%				0%	0%	0%	0%				0%	0%	
Vicki Kent, FNP	Patient Hours Available													8	8													8	8			32	
	Patients Seen													10	12												8	11				41	
	No Shows													1	0												1	2				4	
	Patient Cancellations													0	0												1	0				1	
	Clinic Cancellations													0	0												0	0				0	
	Pts. Per Available Hour													1.3	1.5												1.0	1.4				1.3	
	No Show Rate													9%	0%											10%	15%					9%	
	Patient Cancel Rate													0%	0%												10%	0%					2%
Clinic Cancel Rate													0%	0%												0%	0%					0%	
Justin Cameron, PA	Patient Hours Available						8	8				8	8	8	8				8	8	7	8										79	
	Patients Seen						8	10				8	8	7	11				10	8	7	6											83
	No Shows						1	0				3	2	0	0				0	1	0	1											8
	Patient Cancellations						1	3				0	0	0	0				0	1	1	0											6
	Clinic Cancellations						0	0				0	0	0	0				0	0	0	0											0
	Pts. Per Available Hour						1.0	1.3				1.0	1.0	0.9	1.4				1.3	1.0	1.0	0.8											1.1
	No Show Rate						10%	0%				27%	20%	0%	0%				0%	10%	0%	0%											8%
	Patient Cancel Rate						10%	23%				0%	0%	0%	0%				0%	10%	13%	0%											6%
Clinic Cancel Rate						0%	0%				0%	0%	0%	0%				0%	0%	0%	0%												0%
IMC TOTALS	Patient Hours Available			8	8	5	14.5	13.5			14.5	20.5	22.5	22.5	22.5			6.5	8	13.5	20.5	13.5			14.5	13	14.5	21.5	13.5			13.5	304
	Patients Seen			17	15	4	10	13			19	26	18	17	24			2	10	8	20	7			16	16	16	23	15			16	312
	No Shows			1	3	1	2	1			4	5	6	1	0			0	0	1	2	1			2	2	2	2	2			0	38
	Patient Cancellations			2	4	0	2	3			0	0	0	0	0			0	0	1	2	0			2	0	0	2	0			0	18
	Clinic Cancellations			0	0	1	0	0			0	0	0	0	0			0	0	0	0	0			0	0	0	0	0			0	1
	Pts. Per Available Hour			2.1	1.9	0.8	0.7	1.0			1.3	1.3	0.8	0.8	1.1			0.3	1.3	0.0	1.0	0.5			1.1	1.2	1.1	1.1	1.1			1.2	1.0
No Show Rate			5%	14%	17%	14%	6%			17%	16%	25%	6%	0%			0%	0%	10%	8%	13%			10%	11%	11%	7%	12%			0%	10%	
Patient Cancel Rate			10%	18%	0%	14%	18%			0%	0%	0%	0%	0%			0%	0%	10%	8%	0%			10%	0%	0%	7%	0%			0%	5%	
Clinic Cancel Rate			0%	0%	17%	0%	0%			0%	0%	0%	0%	0%			0%	0%	0%	0%	0%			0%	0%	0%	0%	0%			0%	0%	

BOARDMAN IMMEDIATE CARE - OCTOBER 2022

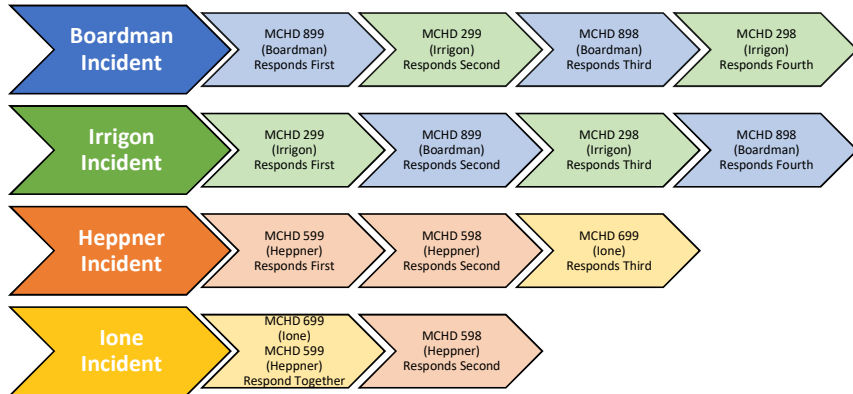
Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total		
Jennifer Barden, NP	Patient Hours Available											8	8	8	8	8	8							8	8	8	8	8	8	8			104		
	Patients Seen											7	5	6	3	6	0								4	8	8	3	11	7	4			72	
	No Shows											0	0	0	0	0	0								0	0	0	1	0	0	0			1	
	Patient Cancellations											0	0	0	0	0	0								0	0	0	0	0	0	0			0	
	Clinic Cancellations											0	0	0	0	0	0								0	0	0	0	0	0	0			0	
	Pts. Per Available Hour												0.9	0.6	0.8	0.4	0.8	0.0								0.5	1.0	1.0	0.4	1.4	0.9	0.5			0.7
	No Show Rate												0%	0%	0%	0%	0%	N/A								0%	0%	0%	25%	0%	0%	0%			1%
	Patient Cancel Rate												0%	0%	0%	0%	0%	N/A								0%	0%	0%	0%	0%	0%	0%			0%
Clinic Cancel Rate												0%	0%	0%	0%	0%	N/A								0%	0%	0%	0%	0%	0%	0%			0%	
Dr. Stieglitz	Patient Hours Available																8	8	8	8	8	8	8										8	8	72
	Patients Seen																0	7	7	6	4	5	1										3	3	36
	No Shows																0	0	1	0	0	0	0										0	0	1
	Patient Cancellations																0	0	0	1	0	0	0										0	0	1
	Clinic Cancellations																0	0	0	0	0	0	0										0	0	0
	Pts. Per Available Hour																0.0	0.9	0.9	0.8	0.5	0.6	0.1									0.4	0.4	0.5	
	No Show Rate																N/A	0%	13%	0%	0%	0%	0%									0%	0%	3%	
	Patient Cancel Rate																N/A	0%	0%	14%	0%	0%	0%									0%	0%	3%	
Clinic Cancel Rate																N/A	0%	0%	0%	0%	0%	0%									0%	0%	0%		
BIC TOTALS	Patient Hours Available											8	8	8	8	8	16	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	176	
	Patients Seen											7	5	6	3	6	0	7	7	6	4	5	1									3	3	108	
	No Shows											0	0	0	0	0	0	0	1	0	0	0	0										0	0	2
	Patient Cancellations											0	0	0	0	0	0	0	0	1	0	0	0										0	0	1
	Clinic Cancellations											0	0	0	0	0	0	0	0	0	0	0	0										0	0	0
	Pts. Per Available Hour												0.9	0.6	0.8	0.4	0.8	0.0	0.9	0.9	0.8	0.5	0.6	0.1								0.4	0.4	0.6	
	No Show Rate												0%	0%	0%	0%	0%	N/A	0%	13%	0%	0%	0%	0%								0%	0%	2%	
	Patient Cancel Rate												0%	0%	0%	0%	0%	N/A	0%	0%	14%	0%	0%	0%								0%	0%	1%	
Clinic Cancel Rate												0%	0%	0%	0%	0%	N/A	0%	0%	0%	0%	0%	0%								0%	0%	0%		

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	1.0	5.1	51.0	0.5	6.5	2.0	8.0	12.0	43.0	N/A	N/A	0.0	5.0	12.5	20.0	4.0	8.0	9.0	N/A	N/A	0.0
February	1.2	5.0	48.0	5.2	7.0	2.0	5.5	8.9	18.0	N/A	N/A	0.0	6.0	15.0	23.0	10.1	15.0	2.0	N/A	N/A	0.0
March	1.0	4.7	46.0	0.1	3.1	1.0	5.6	8.5	22.0	8.5	10.0	2.0	7.0	9.9	16.0	2.7	11.2	2.0	7.1	11.3	1.0
April	1.0	3.8	34.0	0.5	3.7	10.0	6.2	9.0	22.0	N/A	N/A	0.0	7.0	17.0	16.0	7.0	29.0	2.0	N/A	N/A	0.0
May	0.6	4.0	46.0	0.0	0.0	1.0	6.0	8.9	34.0	N/A	N/A	0.0	6.0	12.6	18.0	18.6	29.5	6.0	N/A	N/A	0.0
June	0.6	3.7	38.0	1.1	2.7	8.0	6.0	8.6	36.0	8.0	13.0	1.0	6.0	4.0	41.0	1.0	5.0	5.0	N/A	N/A	0.0
July	0.9	5.0	48.0	1.0	5.0	4.0	6.0	8.8	34.0	0.0	20.0	1.0	6.0	17.0	31.0	29.0	30.6	1.0	N/A	N/A	1.0
August	0.5	2.7	7.0	0.5	3.8	31.0	5.5	8.1	39.0	7.0	11.9	1.0	5.0	13.0	35.0	0.5	5.5	2.0	N/A	N/A	0.0
September	N/A	N/A	0.0	0.8	5.2	49.0	5.2	7.6	20.0	5.4	7.6	11.0	6.0	11.0	24.0	11.0	13.5	2.0	N/A	N/A	0.0
October	0.5	2.4	25.0	0.3	4.0	17.0	5.0	10.0	3.0	6.0	9.8	42.0	3.0	10.3	27.0	36.0	36.0	3.0	0.0	22.0	1.0
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.





**MORROW COUNTY
HEALTH DISTRICT**
Excellence in Healthcare

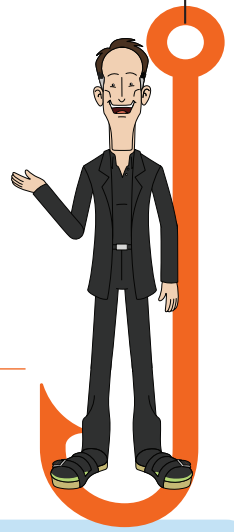
Board Meeting Calendar 2023

Date	Time	Location
January 30, 2023	6:30 p.m.	Pioneer Memorial Clinic – Conference Room 130 Thompson Street, Heppner , OR 97836
February 27, 2023	6:30 p.m.	Irrigon City Hall 500 NE Main Ave, Irrigon , OR 97844
March 27, 2023	6:30 p.m.	Ione Community Church 395 East Main Street, Ione , OR 97843
April 24, 2023	6:30 p.m.	Port of Morrow – Sand Hollow Room 2 East Marine Drive, Boardman , OR 97818
May 22, 2023	6:30 p.m.	Morrow County Grain Growers – Conference Room 350 Main Street, Lexington , OR 97839
June 26, 2023	6:30 p.m.	Pioneer Memorial Clinic – Conference Room 130 Thompson Street, Heppner , OR 97836
July 31, 2023	6:30 p.m.	Irrigon City Hall 500 NE Main Ave, Irrigon , OR 97844
August 28, 2023	6:30 p.m.	Ione Community Church 395 East Main Street, Ione , OR 97843
September 25, 2023	6:30 p.m.	Port of Morrow – Sand Hollow Room 2 East Marine Drive, Boardman , OR 97818
October 30, 2023	6:30 p.m.	Morrow County Grain Growers – Conference Room 350 Main Street, Lexington , OR 97839
November 27, 2023	6:30 p.m.	Pioneer Memorial Clinic – Conference Room 130 Thompson Street, Heppner , OR 97836
December 18, 2023	6:30 p.m.	Irrigon City Hall 500 NE Main Ave, Irrigon , OR 97844



BE A HERO!

Use the Phish Alert Button



You receive an email asking you to take an action. Sounds suspicious, right? But don't worry. You can be a hero by taking the correct action—and giving your IT department the information they need to defend your organization against the effects of malicious email attacks. It's easy. Thanks to the **Phish Alert Button**, or **PAB** for short.

How do I know what to report?

You should only report messages you suspect are malicious, like **phishing** or **spear phishing** emails. Reporting annoying messages, like **spam**, to IT will waste their time and resources.

Spam is unsolicited and unwanted email, typically sent to try to sell you something. While it is often annoying and misleading, it is rarely malicious.

Simply delete it!

Phishing messages are bulk emails, typically appearing to be from a reputable source, that ask you to take a specific action that can cause damage to you or your organization. These messages are malicious.

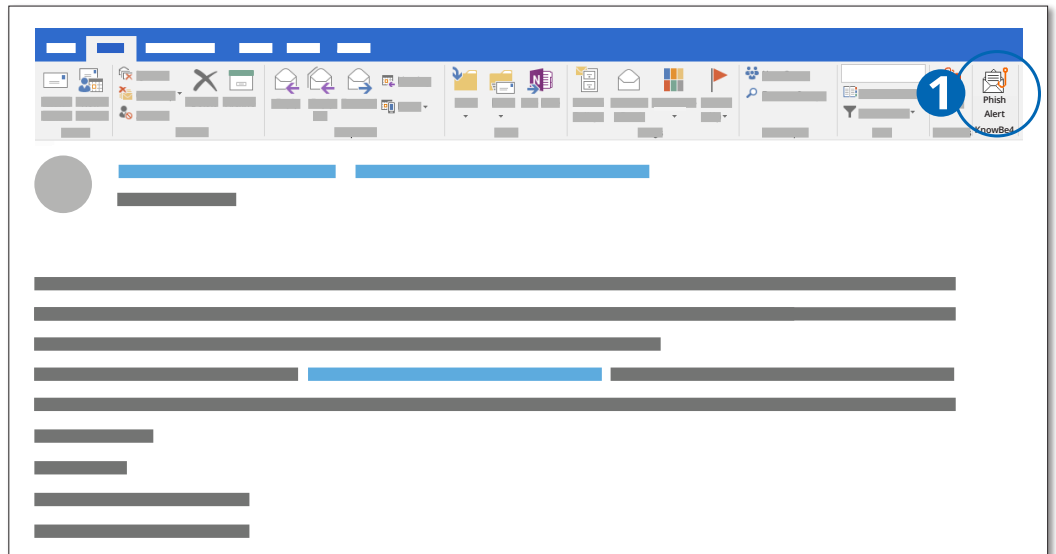
Report it with the PAB!

Spear phishing emails are targeted attacks on a person or organization, occurring after detailed research in order to make them seem especially real. These messages are extremely malicious and can lead to very damaging consequences.

Where do I find the PAB in Outlook?

While viewing your email:

1 You can find the Phish Alert Button in the Outlook ribbon at the top of your screen. Locate the envelope icon with the orange "fish hook."

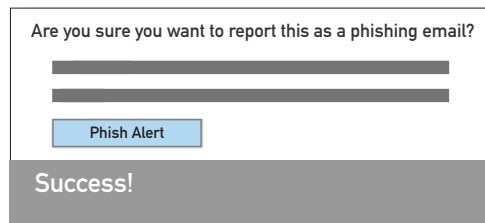


Report:

Report suspected phishing emails by clicking the Phish Alert in the ribbon.

Confirm:

Once you click to report, the pop-up will prompt you to confirm your action. Once confirmed, the suspicious email will be immediately forwarded to your IT team.



Stop. Look. Think. Report!

Remember, you are the last line of defense against email based criminal activity. Never click on a link or open an attachment in any unexpected or unsolicited email. If you are uncertain, follow your organization's security policy—or ask your IT team for advice.

Summary By Product

Master Agreement ID: 24074-01
Pricing Supplement ID: 5554989
Quote: 00078010 Cloud-Hosted Omnicenter Quote
Ship To ID: 24074
 Pioneer Memorial Hospital
 564 E Pioneer Drive /PO BOX 9
 Heppner Oregon 97836

Start Date: 11/04/2022
Expiration Date: 12/31/2022
Price List: Vizient <\$200K
Bill To ID: 24074
 Pioneer Memorial Hospital
 564 E Pioneer Drive /PO BOX 9
 Heppner Oregon 97836

Support Services Term / Level: 12 Months / Advantage Plan

Product	Description	Qty	Product			Monthly Services	
			Contract List Price	Unit Price	Extended Price	Unit Services	Extended Services
OMC-SUB-032	OC CLOUD HOSTED SUB (1-20 DEVICES) 5 YR Solution includes OmniCenter access Standard Interfaces including Omnicell Essentials EHR Interfaces 10 OCRA and Multitenancy	1	\$1,120.00	\$1,120.00	\$67,200.00		
			Total Product			\$67,200.00	
			Total Support Services			\$0.00	
			Total Shipping & Handling			\$0.00	
			Grand Total			\$67,200.00	

1. Cloud-Hosted OmniCenter. Cloud-Hosted OmniCenter includes OmniCenter access, applicable standard interfaces, including Omnicell Essentials, multi-tenancy, Closed Loop Dose Accountability, and the number of OCRA licenses identified in this Pricing Supplement.
 2. Cloud-Based Services. This Pricing Supplement is subject to Exhibit 1 (Cloud-Enabled Delivered Products Terms and Conditions) attached hereto and incorporated herein.

3. Omnicell has made no commitment with regard to any functionality not generally available to the commercial marketplace as of the Pricing Supplement Effective Date or on the availability of any future version of the Licensed Software or purchased/leased Delivered Product.

Supplement

Master Agreement ID: 24074-01

Pricing Supplement ID: 5554989

Quote: 00078010 Cloud-Hosted Omnicenter Quote

Ship To ID: 24074

Pioneer Memorial Hospital

564 E Pioneer Drive /PO BOX 9

Heppner Oregon 97836

Start Date: 11/04/2022

Expiration Date: 12/31/2022

Price List: Vizient <\$200K

Bill To ID: 24074

Pioneer Memorial Hospital

564 E Pioneer Drive /PO BOX 9

Heppner Oregon 97836

Support Services Term / Level: 12 Months / Advantage Plan

1. This Pricing Supplement is subject to and incorporates by reference all of the terms and conditions as set forth within the Master Agreement identified above.
2. Any terms and conditions on any Purchase Order issued in conjunction with this Pricing Supplement shall be for reference purposes only and shall not become a part of the terms and conditions of this Pricing Supplement.
3. Customer acknowledges and agrees that it is Customer's obligation to pay the amounts as set forth on this Pricing Supplement and that such payment obligations are governed by the terms and conditions of the above referenced Master Agreement including all applicable scheduled, attachments and exhibits.
4. The undersigned hereby acknowledges that he/she has the authority to sign this Pricing Supplement and bind the Customer to the terms and conditions of this Pricing Supplement.
5. Unless otherwise stated in this Pricing Supplement, Support Services will be invoiced on an annual basis and will be subject to the payment terms and conditions of the Master Agreement identified above.

OMNICELL, INC :	Customer :
Signature :	Signature :
Print Name :	Print Name :
Title :	Title :
Date :	Date :

**Please email all document pages to your Sales representative or Sales-Development@omnicell.com

EXHIBIT 1 TO PRICING SUPPLEMENT NO. 5554989**CLOUD-ENABLED DELIVERED PRODUCTS TERMS AND CONDITIONS**

The terms contained in this Exhibit together with the terms contained in the Master Agreement identified above, will govern the Cloud-enabled Delivered Products offered by Omnicell to Customer. In the event of conflict between this Exhibit and the Master Agreement, the terms in this Exhibit will take precedence.

1. SUBSCRIPTION AND FEES. As defined in this Pricing Supplement, the Omnicell One subscription will include the license to use Omnicell's Licensed Software and/or Omnicell One-related modules as granted in accordance with Schedule C (Software License Schedule), the Omnicell One Optimization Services described below where applicable, and the Support Services Fees for use of the Licensed Software during the Subscription Services Term (the '**Subscription**'). Customer will receive the Subscription from Omnicell at the fee(s) set forth in this Pricing Supplement. The Support Services Term for the Subscription will be co-terminus with the Subscription Services Term. Additional facilities may be included at an increased Subscription Fee to be mutually agreed upon in writing via amendment or purchased under a separate Pricing Supplement between the Parties, as applicable.

2. SOFTWARE LICENSING.

2.1 License Grant. Customer acknowledges that although Cloud-enabled Delivered Products are not licensed in the traditional software sense, but rather accessed, the term 'license' as used in the Agreement means the right to use the Licensed Software, subject to the terms and conditions of this Agreement, regardless of the software delivery methodology.

2.2 Restrictions. Customer will: (i) notify Omnicell promptly of any unauthorized use or any other known or suspected breach of security relating to the Licensed Software; (ii) report to Omnicell promptly and use reasonable efforts to stop immediately any copying or distribution of Licensed Software that is known or suspected by Customer or Customer's Users; (iii) not impersonate another Omnicell user or provide false identity information to gain access to or use the Licensed Software (iv) interfere with or disrupt the integrity or performance of the Licensed Software or the data contained therein; and (v) not authorize or permit any User or third party to send or store any of the following on or through the Licensed Software: (a) unsolicited or unlawful messages; (b) infringing, obscene, threatening, harmful, libelous, or otherwise unlawful material, including material harmful to children or violative of privacy rights, and (c) material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, or agents. Omnicell will not be responsible for any unauthorized use until Customer notifies Omnicell of the same, in writing.

2.3 Customer Data. Omnicell is not obligated to screen data uploaded to or processed through a Delivered Product. However, Omnicell may create and maintain administrative, support, system, and maintenance accounts within a Delivered Product, with Customer Data access for Omnicell perform its obligations contemplated by this Agreement. Omnicell reserves the right to screen such data uploaded to or processed through a Delivered Product and to suspend access to such data Omnicell reasonably believes may breach this Agreement or any applicable law. Omnicell will notify Customer as soon as practicable, if Omnicell suspends access to any such data and will restore access to such data as soon as, in Omnicell's reasonable opinion, doing so would not place Omnicell or its other customers at risk of loss or damage. Omnicell is not liable for any damage or loss caused by Omnicell's decision to suspend access to data uploaded to or processed through the Delivered Product for any permissible reason under this Agreement. Customer is responsible for the content and delivery of Customer Data, including without limitation, the accuracy, usefulness, timeliness, completeness, appropriateness, quality, integrity, reliability, and legal sufficiency and compliance of Customer Data, and for obtaining all rights related to the Customer Data, as well as any personal information provided in connection with access credentials, required by Omnicell to perform Omnicell's obligations and exercise Omnicell's rights hereunder.

3. SOFTWARE CHANGES

3.1 Software Updates and Upgrades. During the Support Services Term, Omnicell will notify Customer if and when Updates and/or Upgrades have become generally available. Licensed Software may download and/or install the Updates/Upgrades automatically.

3.2 Enhancements. Customer will bear the cost of any Enhancements (if and when generally available in the commercial marketplace), including implementation and installation fees, subject to execution of a Pricing Supplement.

3.3 Beta Functionality. From time to time, Omnicell may add certain beta functionality to your view of Cloud-enabled Delivered Products (individually and collectively, 'Beta Functionality'). Beta Functionality will be identified as such in (i) the release note related to such functionality, (ii) a beta invitation/participation letter, agreement or statement of work, and/or (iii) an amendment to this Agreement. It is Customer's responsibility to review all such release notes, invitations, statements of work, and letters sent to Customer. Customer's access to, and use of, any Beta Functionality will be governed by the terms and conditions posted at <https://www.omnicell.com/agreement/Beta> in addition to this Agreement.

4. VIRTUALIZATION CONSIDERATIONS. To the extent applicable, the Parties agree to comply with the written requirements and recommendations as contained in the Virtualization Technical Guide, as may reasonably be modified from time to time, and is incorporated herein by reference. In the event Customer does not comply with such requirements and recommendations, the Delivered Product Support Services may not apply. Customer will be responsible for providing virtual infrastructure components, including but not limited to, licensing, hosts, and storage. If Customer provides Microsoft licensing due to their infrastructure considerations, Customer will be responsible for such costs.

5. WARRANTY DISCLAIMER. Customer acknowledges that some of Omnicell's Cloud-enabled Delivered Products and their related module(s) are intended to be used as a supplement to Customer's larger and comprehensive programs and infrastructure. Omnicell disclaims any warranty as to the accuracy of any report, data or other material or other technology, data, specifications, or designs (collectively, 'Reports') delivered to Customer or any third party to the extent such Reports incorporate, are based on, or rely upon any Customer or any third party data or materials. IN ADDITION TO OTHER WARRANTY DISCLAIMERS INCLUDED IN THE MASTER AGREEMENT, OMNICELL SPECIFICALLY DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR TITLE WITH RESPECT TO ITS CLOUD-ENABLED DELIVERED PRODUCTS. THE USE OF THE CLOUD-ENABLED DELIVERED PRODUCTS ARE INTENDED TO SERVE AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PHYSICIANS, PHARMACISTS, OR OTHER HEALTHCARE PROFESSIONALS AND ADMINISTRATORS.

6. DATA.

6.1 Ownership; Use Rights. Omnicell owns and reserves the right to use the Omnicell Data. By way of example but not limitation, Omnicell uses and may continue to use Omnicell Data related to the performance, operation and use of the Delivered Products for purposes of: (1) product improvement, (2) creation of a centralized benchmarking mechanism, and (3) statistical and other analysis. PHI will be handled according to HIPAA as further described in the BAA between the Parties

6.2 Data Privacy; Security. Omnicell will maintain physical, technical and administrative safeguards necessary in accordance with HIPAA and industry standards in the cloud computing industry designed to protect Customer Data against unauthorized access, use, or disclosure while it is accessible or held by Omnicell. Notwithstanding anything set forth in the BAA or otherwise: (a) Omnicell will not be responsible for any third-party cloud infrastructure outages or service interruptions; (b) Omnicell's failure to accommodate Customer's data security-related requests will not be deemed a breach of this Agreement because it is not feasible for Omnicell to accommodate conflicting data security requirements from multiple customers; (c) Customer Data (nor any other information provided by Customer to Omnicell hereunder) will not include any special or sensitive data that imposes specific data security, privacy, or protection obligations on Omnicell in addition to or different from those described in this Agreement or the BAA; and (d) Omnicell is authorized to de-identify PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b).

7. OMNICELL ONE

7.1 Omnicell One Optimization Services (OC1OS). Omnicell's OC1OS team will provide consultation services to Customer for the Omnicell One Subscription Services Term. Notwithstanding anything to the contrary, these services as outlined in this Section are not subject to the terms and conditions of Schedule F (Professional Services Schedule).

- (a) Omnicell's OC1OS team will meet with Customer's pharmacy leadership to establish quantitative and qualitative goals deemed most critical to Customer (the '**Metrics**').
- (b) Omnicell's OC1OS team will provide guidance to Customer to help establish a scorecard to track Customer's progress towards the Metrics in order to establish full transparency.
- (c) Omnicell's OC1OS team will provide guidance to help Customer in its efforts to reach the Metrics, including how to identify and act on opportunities to better manage Customer's medication inventory.
- (d) Commencing the first month following Customer's use of the Omnicell One Subscription, Omnicell's OC1OS team will meet with Customer on a periodic basis to report on progress made towards the Metrics.

7.2 Omnicell One Modules. Customer's access to, and use of, Omnicell One modules are subject to the terms and conditions posted at <https://www.omnicell.com/agreement/OC1Module> in addition to this Agreement.

8. DEFINITIONS.

8.1 'Cloud-enabled Delivered Products' means the Delivered Products and associated Subscriptions that use a third party cloud infrastructure to provide such Delivered Products and/or Subscriptions.

8.2 'Customer Data' means: (a) Protected Health Information (as defined under HIPAA (or such similar federal/national law in Customer's jurisdiction governing the use and/or disclosure of health information); (b) Personally Identifiable Information of Customer's personnel; and (c) Customer Confidential Information in the form of data; in the case of (a), (b), and/or (c), each of which is provided by Customer or any User to Omnicell for purposes of receiving the Services or Delivered Products under the Agreement.

8.3 'Delivered Products' means the Financed Products, Purchased Products, Cloud-enabled Delivered Products and/or the Licensed Software and all associated Documentation (together, with all replacement parts which may be provided pursuant to Support Services) which is/are provided to Customer by Omnicell pursuant to an applicable Pricing Supplement.

8.4 'Enhancements' means enhancements of the Licensed Software, Documentation or Services providing new or different functionality that are separately priced and marketed by Omnicell. Enhancements may be subject to additional fees and will be mutually agreed upon in writing via amendment or purchased under a separate Pricing Supplement between the Parties.

8.5 'Licensed Software' means (a) the computer programs licensed to Customer in machine executable object code form pursuant to this Agreement (and/or, if applicable, the software-based components of the Cloud-enabled Delivered Product), including interfaces, if any, as specifically identified in an applicable Pricing Supplement, and (b) Updates and Upgrades to such software as provided as part of Support Services set forth in an applicable Schedule D (Support Services Schedule) et. al.

8.6 'Omnicell Data' means any information arising out of or relating to any User's use of the Delivered Products or Services, or either Party's performance under this Agreement, and Services Data (as such term is defined in Schedule D). For clarity Omnicell Data specifically excludes Customer Data in its native format.

- 8.7** **'Personally Identifiable Information'** means information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means.
- 8.8** **'Subscription'** means Customer's right to access the Delivered Product for a specified term, subject to timely payment of the applicable fees and compliance with this Agreement (including the Pricing Supplement).
- 8.9** **'User'** means any Customer employee, contractor, or agent whom Customer authorizes to use the Delivered Products.

Summary By Product

Master Agreement ID: 24074-01
Pricing Supplement ID: 5556087
Quote: 00078429 PIS Conversion
Ship To ID: 24074
 Pioneer Memorial Hospital
 564 E Pioneer Drive /PO BOX 9
 Heppner Oregon 97836

Start Date: 11/17/2022
Expiration Date: 12/31/2022
Price List: Vizient <\$200K
Bill To ID: 24074
 Pioneer Memorial Hospital
 564 E Pioneer Drive /PO BOX 9
 Heppner Oregon 97836

Support Services Term / Level: 12 Months / Advantage Plan

Product	Description	Qty	Product			Monthly Services		
			Contract List Price	Unit Price	Extended Price	Unit Services	Extended Services	
ADT	ADMISSION/DISCHARGE/TRANSFER INTERFACE	1	\$5,410.00	\$5,410.00	\$5,410.00			
IMC	Item Master Conversion	1	\$5,410.00	\$5,410.00	\$5,410.00			
RXC	PATIENT BILLING - PHARMACY INTERFACE	1	\$5,300.00	\$5,300.00	\$5,300.00			
RXI	MED ORDERS INSTALLATION	1	\$12,730.00	\$0.00	\$0.00			
RXP	Medication Orders Software	1	\$5,300.00	\$5,300.00	\$5,300.00			
ZPM	BIN LOAD/UNLOAD INTERFACE (SUPPORTS SING	1	\$5,410.00	\$5,410.00	\$5,410.00			
			Total Product			\$26,830.00		
			Total Support Services			\$0.00		
			Total Shipping & Handling			\$0.00		
			Grand Total			\$26,830.00		

Discount Included Above:\$12,730.00

1. Omnicell has made no commitment with regard to any functionality not generally available to the commercial marketplace as of the Pricing Supplement Effective Date or on the availability of any future version of the Licensed Software or purchased/leased Delivered Product.
2. Contemporaneous Execution. This Pricing Supplement is contingent upon Customer's execution of the Master Agreement identified above contemporaneously with or before this Pricing Supplement.
3. RXI/RXP Bundle. The Med Orders Installation line item on this Pricing Supplement has previously been provided to Customer. As such, no charge is being applied at this time.

Supplement

Master Agreement ID: 24074-01

Pricing Supplement ID: 5556087

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3. Customer acknowledges and agrees that it is Customer's obligation to pay the amounts as set forth on this Pricing Supplement and that such payment obligations are governed by the terms and conditions of the above referenced Master Agreement including all applicable scheduled, attachments and exhibits.
4. The undersigned hereby acknowledges that he/she has the authority to sign this Pricing Supplement and bind the Customer to the terms and conditions of this Pricing Supplement.
5. Unless otherwise stated in this Pricing Supplement, Support Services will be invoiced on an annual basis and will be subject to the payment terms and conditions of the Master Agreement identified above.

OMNICELL, INC :	Customer :
Signature :	Signature :
Print Name :	Print Name :
Title :	Title :
Date :	Date :

**Please email all document pages to your Sales representative or Sales-Development@omnicell.com

SCHOOL-BASED HEALTH CENTER SERVICES AGREEMENT

This Agreement is made and entered into, by and between Morrow County Health District, hereinafter referred to as "MCHD", Morrow County Health Department, hereinafter referred to as "COUNTY", Ione Community School, hereinafter referred to as "SCHOOL", Community Counseling Solutions, hereinafter referred to as "CCS". Collectively, these organizations shall be referred to as "PARTNERS".

Definition specific to School-Based Health Center ("SBHC"): School-Based Health Centers are medical clinics that offer primary care services either within or on the grounds of a school. With easy access to health care in a school setting, SBHC's reduce the barriers such as cost, transportation and concerns about confidentiality that have kept children and youth from seeking the health services they need. SBHC's provide a full range of physical, mental and preventive health services to all students, regardless of their ability to pay.

The parties agree as follows:

1. **Term.** The effective date is 11/17/22, or upon final signature, whichever is later. The expiration date is: 6/30/2027; unless otherwise amended.
2. **List of Exhibits.** The following exhibits are attached hereto and by this reference incorporated into the terms of this Agreement:
 - a. Exhibit 1: The responsibilities of each Partner, including compensation, if any.
3. **Adherence to Law.** Each Partner agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement. Each Partner shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap. To the extent applicable, the provisions of ORS 279B.220 through ORS 279B.235 and ORS 279C.500 through 279C.870 are incorporated by this reference as though fully set forth.
4. **Business Associate Agreement.** Each Partner represents and warrants that it is a covered entity as defined under HIPAA and for the purpose of Protected Health Information (PHI) security, confidentiality and exchange for treatment, payment or healthcare services reasons. If a Partner is not a covered entity as defined under HIPAA, that Partner shall agree to execute a Business Associate Agreement with each Partner that is a covered entity prior to any exchange of PHI.
5. **Independent Contractors.** Each Partner is an independent contractor with regard to each other and agrees that the performing Partner has no control over the work and the manner in which it is performed. No Partner is an agent or employee of any other. No Partner or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

6. **Termination.** This Agreement may be terminated, with or without cause and at any time, by a party by providing 90 days written notice of intent to the other parties.
7. **Modifications.** Modifications to this Agreement are valid only if made in writing and signed by all Partners.
8. **Assignment.** None of the Partners may assign this Agreement, in whole or in part, without the prior written consent of all other Partners.
9. **Governing Law and Venue.** Any dispute under this agreement shall be governed by Oregon law.
10. **Severability.** If any part of this agreement shall be held unenforceable, the rest of this agreement will remain in full force and effect.
11. **Attorney Fees.** In the event an action, lawsuit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.
12. **Force Majeure.** During the term of this agreement there may be unforeseen circumstances such as inclement weather, or other *force majeure* events that may arise and may affect a party's ability to perform under the terms of this Agreement. In the event of such unforeseen circumstances, the party unable to perform will contact the other parties immediately and work on an alternative arrangement agreeable to all parties.
13. **Indemnification.** Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitee's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
14. **Notice.** Any notice given in connection with this agreement must be in writing and be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address as stated in the signature line of this agreement. Each party shall give the others immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
15. **Insurance Requirements.** Each party must maintain insurance levels or self-insurance for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.
16. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
17. **Entire Agreement.** This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

18. Ownership of Equipment and Supplies. Any Partner that purchased materials, equipment, or supplies with Oregon Department of Human Services SBHC specific funding, shall retain ownership of said items until such time as said Partner is no longer providing services under this Agreement. In this event, ownership of all equipment, materials, and supplies shall then revert to the entity that will be replacing said Partner in the Agreement, with the exception of any proprietary items, such as software, which will remain the property of the exiting Partner. If there is no successor Partner, ownership shall revert to Morrow County Health Department.

WHEREAS, all the aforementioned is hereby agreed upon by the Partners and executed by the duly authorized signatures below.

MORROW COUNTY HEALTH DISTRICT:

Signature

Date

Printed Name

Title

Address: _____

MORROW COUNTY HEALTH DEPARTMENT:

Signature

Date

Printed Name

Title

Address: _____

IONE COMMUNITY SCHOOL:

Signature

Date

Printed Name

Title

Address: _____

COMMUNITY COUNSELING SOLUTIONS:

Signature

Date

Printed Name

Title

Address: _____

Exhibit 1

Exhibit 1 serves to clarify the roles and responsibilities related to the relationship between the parties in this agreement: Morrow County Health District (MCHD), Morrow County Health Department (COUNTY), Ione Community School (SCHOOL), and Community Counseling Solutions (CCS) in the operation of the school-based health center (SBHC) located at Ione Community School, Ione, Oregon.

Responsibilities:

To ensure the ongoing success and long-term sustainability of this SBHC, all parties in this agreement consent to actively participate in this collaboration which may include but is not limited to: meeting attendance; provision of data when requested; collaboration in meeting the Oregon School-Based Health Centers current Standards for Certification; and the promotion of the SBHC in Morrow County.

A. Morrow County Health District (MCHD) will:

1. As the Medical Sponsor, collaborate with School on the design and construction of the clinic space and enter into a lease agreement for ongoing use of the space for the purpose of operating a school-based health center.
2. Provide all materials, supplies, equipment and other items necessary to the provision of physical care services and provide the use of one (1) furnished consult room/exam room for provision of care by Partner organizations at times mutually agreeable to the parties.
3. Provide the use of the Ione Community Clinic office equipment, such as photocopier, fax machine and/or phone for reasonable office use.
4. Provide a clinic site coordinator and oversight to the SBHC For a minimum of **15** hours per week in accordance with SBHC protocols and certification requirements. The clinic site coordinator will be responsible for all communications with Partners and their employees and for creating mutually agreed upon schedules for all Partners to provide services.
5. In collaboration with Ione Community School, establish a Policy and Procedure Manual that operationalizes the responsibilities outlined in this Agreement.
6. Be responsible for obtaining and maintaining all required licenses, waivers

- and certifications for the SBHC.
7. Be responsible for the hiring and supervision of the medical providers and office staff of the SBHC.
 8. Be responsible for credentialing medical providers including confirmation of malpractice insurance and provide documentation of all required licensure and professional insurance.
 9. Establish and maintain a medical record for students and other patients who receive services at the SBHC and provide a secure space for the storage of dental, mental health and public health records in compliance with state and federal regulations.
 10. Provide and oversee medical services in a timely manner including screenings, well child exams, immunizations, sports and job physicals, acute care, chronic disease management and referrals regardless of insurance coverage.
 11. Provide services to children and community residents. The children of Ione Community School will be given priority for scheduling appointments. Clients living in the city and surrounding communities will be seen if there is time available.
 12. Provide 24 hour access to medical services to serve the needs of the Ione Community School children. This will include medical personnel onsite five (5) hours per day two days per week, except for holidays, closures due to weather, or other infrequent events. Access to care outside of the onsite hours will be provided via telephone and referral to affiliated providers.
 13. Participate in the SBHC Advisory Council, which includes representation from a wide variety of stakeholders including but not limited to the medical sponsor, school personnel, mental health sponsor, dental sponsor, county health department, parents, students, the business community and others to provide input to and support for the SBHC.
 14. Establish a SBHC quality improvement plan that includes performance measures and patient satisfaction.
 15. Manage medical claim and encounter submissions, including submission of bills to health insurance companies in a timely manner.
 16. Deliver all services described in this Agreement in accordance with the Health Information Portability and Accountability Act of 1996 (HIPAA) Privacy Rule and regulations promulgated there under, and other governing state and/or federal laws and regulations.
 17. Protect the privacy and confidentiality of patient health information in accordance with the Health Information Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.
 18. Share client information with Ione Community School as necessary for the provision of services, administration of the SBHC, and accountability to the extent allowable and in accordance with governing state and/or federal laws and regulations.
 19. Regularly participate in SBHC Collaborative Team Meetings to discuss operation of the Ione Community Clinic.
 20. Maintain adequate liability insurance as outlined in the agreement and provide proof of insurance when requested.

B. Ione School District will:

1. Own, maintain and make available the clinic and facility space to Morrow County Health District.
2. Lease the clinic and facility space to Morrow County Health District at a rate of \$600.00 per month.
3. Obtain consent and enrollment information from parents or legal guardians so that students can access the Ione Community Clinic.
4. Provide appropriate referrals and facilitate appointment logistics of students to the Ione Community Clinic.
5. Regularly participate in SBHC Collaborative Team Meetings to discuss operation of the Ione Community Clinic. Establish, with Morrow County Health District, an SBHC Advisory Council.
6. Provide maintenance services for the Ione Community Clinic as needed. Provide monthly invoices to Morrow County Health District for the cost of leasing the facility.
7. Comply with the Health Insurance and Portability and Accountability Act of 1996 (HIPAA) Privacy Rule, 45 CFR Parts 160 and 164, Related Excerpts from the Preamble and Final Regulation Text Amended as of August 14, 2002: 160.102 Applicability and 164.504. Comply with the Family Education Rights and Privacy Act, (FERPA), *as amended*, 20 U.S.C. 1232g, Distinguishing Education Records from Health Records, and Access to and Use of School-Based Student Health Information, U.S. Department of Health and Human Services, “Standards for Privacy of Individually Identifiable Health Information, Federal Register 65, no. 250 (December 28, 2000): 82483, 82496, 82595.
8. Share client information with Morrow County Health District as necessary for the provision of services, administration of the SBHC and accountability to the extent allowable and in accordance with governing state and/or federal laws and regulations.
9. Notify Morrow County Health District of any unauthorized possession, use, knowledge, or attempt thereof, of any protected health information data files or other confidential information; promptly furnish to Morrow County Health District full details of the unauthorized release of such confidential information; and assist with the investigation or prevention of the further release of such information.
10. Maintain adequate liability insurance as outlined in the agreement and provide proof of insurance when requested.

C. Community Counseling Solutions will:

1. Based on the availability of the appropriate mental health professional, Community Counseling Solutions agrees to provide at least **16** hours per week mental health services at the Ione Community Clinic during the term of this Agreement. The time and dates at which the mental health services are performed shall be mutually agreed upon between Community Counseling Solutions and Ione Community Clinic’s site coordinator.
2. Confirm that all mental health professionals are appropriately trained.
3. Maintain adequate liability insurance as outlined in the agreement and provide proof of insurance when requested.
4. Provide mental health services independent of Ione Community Clinic. It is understood Community Counseling Solutions, its employees and volunteers are not employees of Ione Community Clinic. Community Counseling Solutions shall provide proof of Workers’ Compensation insurance to cover mental health professionals.

5. Comply with all applicable regulations regarding the security and confidentiality of patient health care information.
6. Community Counseling Solutions will provide mental health professional to deliver mental health services that include substance abuse and mental health screenings and assessments, brief counseling/treatment, case management and linkage to treatment providers in the community, family engagement/counseling and coordination with school staff and other agencies engaged with particular youth and families.
7. Obtain Ione Community Clinic client signatures for consent-to-treat and any other documentation required in order to perform mental health services prior to mental health services being performed. Community Counseling Solutions shall retain and maintain the mental health records for each Ione Community Clinic client.
8. Comply with the provisions of this Memorandum of Understanding, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county and local statutes and rules.
9. Mental health services will be offered to all students, and insurance reimbursement will be accessed according to Community Counseling Solutions policy and procedures.
10. Regularly participate in SBHC Collaborative Team Meetings to discuss operation of the Ione Community Clinic.

D. Morrow County Health Department will:

1. Based on the availability of the appropriate public health professional, Morrow County Health Department agrees to provide at least **5** hours per week public health services at the Ione Community Clinic during the term of this Agreement. The time and dates at which the public health services are performed shall be mutually agreed upon between Morrow County Health Department and Ione Community Clinic's site coordinator.
2. Confirm that all public health professionals are appropriately licensed.
3. Maintain adequate liability insurance as outlined in this agreement and provide proof of insurance when requested.
4. Provide public health services independent of Ione Community Clinic. It is understood Morrow County Health Department, its employees and volunteers are not employees of Ione Community Clinic. Morrow County Health Department shall provide proof of Workers' Compensation insurance to cover public health professionals.
5. Comply with all applicable regulations regarding the security and confidentiality of patient health care information.
6. Obtain Ione Community Clinic client signatures for consent-to-treat and any other documentation required in order to perform public health services prior to public health services being performed. Morrow County Health Department shall retain and maintain the public health records for each Ione Community Clinic client.
7. Comply with the provisions of this Memorandum of Understanding, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county and local statutes and rules.
8. Public health services will be offered to all students, and insurance reimbursement will be accessed according to Morrow County Health Department policy and procedures.

9. Upon receipt of proper invoice, distribute school-based health center funding on behalf of the Oregon Department of Human Services, Public Health Division, Adolescent Health Section and funds from other sources as appropriate to Morrow County Health District for provision of healthcare services.
10. Purchase, manage and administer the Vaccines for Children program.
11. Assure that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the Oregon DHS certification review cycle.
12. Regularly participate in SBHC Collaborative Team Meetings to discuss operation of the Ione Community Clinic.



HEALTHCARE ENTITY INTEGRATED LIABILITY QUOTE
Prepared for Parker, Smith and Feek, Inc.

FIRST NAMED INSURED: Morrow County Health District dba: Pioneer Memorial Hospital
 POLICY TERM: January 1, 2023 – October 1, 2023*
 CARRIER: Oregon Healthcare Insurance Company, A Risk Retention Group
 COVERAGE FORM: Claims made & reported
 QUOTE VALID THROUGH: December 21, 2022
 BROKER COMMISSION: Net of Commission

EMPLOYMENT PRACTICES LIABILITY

Limit of Liability: \$2,000,000 each Claim / \$2,000,000 Aggregate
 Retroactive Date: To be confirmed; see contingencies

	Self-Insured Retention (SIR)	Premium
Option 1	\$5,000	\$30,096

COVERAGE NOTES

- *Short-term policy term as coverage is to be added mid-term. Invoiced premium will be pro rata and adjusted accordingly (premium quoted above is annual premium).
- Sub-limit of Liability is shared with Healthcare Entity Professional & General Liability
- SIR applies to each Claim and is applicable to indemnity and defense expenses
- SIR is within the Limit of Liability
- Defense expenses are within the Limit of Liability
- Carrier has the duty to defend covered claims
- Coverage does not apply to alleged violation of any wage and hour laws

CONTINGENCIES

- Confirmation of retroactive date

NOTICE: This quote is for an insurance policy to be issued by your risk retention group.
 Your risk retention group may not be subject to all of the insurance laws and regulations of your state.
 State insurance insolvency guaranty funds are not available for your risk retention group.



HEALTHCARE ENTITY INTEGRATED LIABILITY QUOTE
Prepared for Parker, Smith and Feek, Inc.

FIRST NAMED INSURED: Morrow County Health District dba: Pioneer Memorial Hospital
 POLICY TERM: January 1, 2023 – October 1, 2023*
 CARRIER: Oregon Healthcare Insurance Company, A Risk Retention Group
 COVERAGE FORM: Claims made & reported
 QUOTE VALID THROUGH: December 21, 2022
 BROKER COMMISSION: Net of Commission

DIRECTORS & OFFICERS AND ORGANIZATION LIABILITY

Limit of Liability:	\$	3,000,000	Aggregate
Sub-Limits:	\$	3,000,000	Antitrust Claims
	\$	250,000	Clinical Trial Claims
	\$	250,000	Derivative Investigation Costs
	\$	250,000	EMTALA Claims
	\$	1,000,000	FCA Regulatory Claims
	\$	50,000	HIPAA Claims
	\$	50,000	Special Event Management Costs
	\$	150,000	Tax Claims
Additional Limits of Liability:	\$	N/A	Insured Persons
	\$	N/A	Defense Costs
Self-Insured Retention (SIR):	\$	0	each Claim under Insuring Clause A
	\$	5,000	each Claim under Insuring Clauses B or C
	\$	5,000	each Antitrust Claim under Insuring Clauses B or C
	\$	250,000	each Clinical Trial Claim under Insuring Clauses B or C
	\$	1,000,000	each FCA Regulatory Claim under Insuring Clause D
Co-Insurance (Insured's Responsibility):		10%	each Antitrust Claim
		50%	each FCA Regulatory Claim
Retroactive Date:		To be confirmed; see contingencies	
Premium:	\$	9,936	

COVERAGE NOTES

- *Short-term policy term as coverage is to be added mid-term. Invoiced premium will be pro rata and adjusted accordingly (premium quoted above is annual premium)
- Limit of Liability is separate from Healthcare Entity Professional & General Liability
- SIR applies to each Claim and is applicable to indemnity and defense expenses
- SIR is outside the Limit of Liability
- Defense expenses are within the Limit of Liability
- The sub-limits set forth above are included within the aggregate Limit of Liability
- Insureds have the duty to defend claims
- Carrier has the duty to reimburse the insured for costs to defend and settle covered claims

CONTINGENCIES

- Confirmation of retroactive date

NOTICE: This quote is for an insurance policy to be issued by your risk retention group.
 Your risk retention group may not be subject to all of the insurance laws and regulations of your state.
 State insurance insolvency guaranty funds are not available for your risk retention group.

**NURSE PRACTITIONER SERVICES AGREEMENT
BETWEEN MORROW COUNTY HEALTH DISTRICT
AND VICKI KENT, ARNP**

This is an agreement between the MORROW COUNTY HEALTH DISTRICT (“District”) and **VICKI KENT** (“Provider”). The District requires the services of medical professionals to adequately serve patients in the District area. The District wishes to employ Provider to provide such services. Provider is a Nurse Practitioner, who will be licensed to practice in the state of Oregon, and will be qualified to provide such services.

Therefore, the parties agree as follows:

1. **Employment**: The District hereby employs Provider to provide patient care services at the District’s Irrigon Medical Clinic as their primary work site. Provider accepts said employment and agrees to provide such services. Provider shall assume and discharge all of their responsibilities hereunder on an ethical and professional basis consistent with the policies and objectives of the District, the Bylaws and Rules of the Medical Staff of the District, the requirements of Provider’s professional societies, and all applicable laws and regulations governing the services to be provided.
2. **Supervision**: In all matters concerning the performance and administration of this agreement, the District shall act through the CEO of the District (“CEO”). In administrative matters, Provider shall conform to the policies prescribed by the District’s Board of Directors and the CEO and shall report to the CEO. In regard to medical matters, Provider shall conform to the policies and directions of the Board, the CEO, and the Medical Staff.
3. **Duties**: Provider shall see patients two days per week at Irrigon Medical Clinic as scheduled and agreed upon between Provider and District.
4. **Paid Time Off and Continuing Education**: In each 12-month period of employment, Provider shall be entitled to:
 - a. Thirteen (13) days of paid time off (inclusive of vacation and sick time) to be “dumped” at the start of the contract. For the purposes of PTO payout upon termination of the employment relationship, 40% of PTO is considered “sick time” and will not be paid out.

- b. Expenses associated with CME programs up to a maximum of \$2,000 and 7 days per year.
 - c. District-recognized holidays which fall on the Provider's regularly scheduled work days.
- 5. **Benefits**: Provider shall be entitled to a \$1,500 per month stipend to independently purchase health insurance.
- 6. **Oregon Registration**: During the term of this agreement, Provider shall maintain their license as a Nurse Practitioner in Oregon. District will pay any fees required to maintain their Oregon license and their certification, including DEA licensing. Other fees may be covered upon approval from CEO. Failure on the part of Provider to keep their Oregon license current shall render this agreement null and void.
- 7. **Assistance with Collections**: All professional fees due or collected from patients for services rendered during the term of this Agreement shall be the property of the District. If necessary, Provider agrees to cooperate with the administration to facilitate the billing process. Patient discounted services or charity care are the sole responsibility of the Administration. Provider may make recommendations for patient discounted services.
- 8. **Compensation**: The District shall pay Provider compensation for their services hereunder in equal bi-weekly installments in accordance with the attached nurse practitioner compensation scale, plus annual cost of living (COLA) increases received by District employees each July. Providers employed part time (two days per week or less) shall be entitled to pro-rated compensation reflective of their FTE.
- 9. **Space, Utilities, Supplies and Equipment**: All space, utilities, office furniture, equipment and supplies for Provider to provide medical services hereunder shall be furnished by the District.
- 10. **Nonphysician Personnel**: All personnel required for Provider to meet their responsibilities hereunder shall be employed by the District and shall be subject to established District policies. The District shall determine, in consultation with Provider, the necessity for employment of additional personnel, if any.

11. **Insurance**: As to all activities of Provider within the scope of their responsibilities hereunder, Provider will be included within the public liability and malpractice insurance coverage carried by the District for its officers and employees. If, at the District's discretion, existing plans and procedures relating to public liability and malpractice insurance coverage are revised during the term of this agreement, Provider shall be subject to such revised plans and procedures. Provider shall not be responsible for any fees in connection herewith; any such fee shall be the responsibility of the District. If the District switches to another carrier and tail coverage would be needed for Provider, all fees associated with the switch would be paid for by the District.

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

Documentation must be completed within seven (7) days of the date the service was provided. Failure to comply with documentation requirements may result in contract termination.

13. **Evaluations**: Provider performance will be reviewed by District annually. District shall not be in breach of this Agreement if it fails to conduct the performance evaluation within the stated time periods.

14. **Term**: Unless otherwise terminated per this agreement, the term of this agreement shall be for the period beginning March 1, 2023 and shall expire one year later, February 28, 2025. The agreement may be renewed by consent of both parties.

15. **Termination**: This agreement may be terminated by either party without cause upon 90 days written notice. This agreement may be terminated for good cause at any time without notice. If either party is unable to fulfill its part of the agreement due to circumstances beyond its control, or if the District's annual tax base fails to provide sufficient funds to meet its

obligations hereunder, this agreement may be terminated without obligation on the part of either party.

16. **Resignation**: Provider agrees to give District a 90-day advance resignation notice in writing. District may terminate Provider's employment at any time following such notice if determined to be in the best interest of District. District will pay Provider through the notification period of 90 days if Provider was and remains in full conformance with all applicable District policies and provisions of this Agreement. At no time, including during the notification period, shall 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 Provider's termination from employment by District or solicit or encourage any such person to leave the District;
 - c. Use District resources or time to compete or to prepare to compete.
17. **Governing Law**: This agreement shall be governed by, and construed in accordance with, the laws of the state of Oregon. To the extent permitted by law, all disputes arising from this agreement shall be filed in the Circuit Court of Morrow County, Oregon, to the exclusion of all courts which might have jurisdiction apart from this provision.
18. **Severability**: If any provision of this agreement or the application of any such provision shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby.
19. **Attorney Fees**: In any litigation arising out of this agreement, the prevailing party shall be entitled to recover all reasonable expenses of litigation, including such attorney fees as the court may judge reasonable at trial and on any appeal.
20. **Assignment**: Neither party's rights and obligations pursuant to this agreement may be assigned or delegated without the other party's written consent.

21. **Entire Agreement:** As of the date of execution hereof, the provisions contained in this agreement set forth the entire agreement of the parties.

No other document, agreement, understanding, or otherwise shall be of any effect with respect to the parties unless specifically made a written part of this agreement. The District's personnel policies shall apply to the extent they do not conflict with this agreement, but such policies are not contractual and may be amended from time-to-time by the District.

22. **Notices:** Any notice required or permitted under this agreement shall be given in writing and shall be deemed effectively given upon personal delivery or upon deposit with the United States Post Office, by certified mail, postage prepaid, addressed as follows:

If to: Vicki Kent

If to: Morrow County Health District
Attention: CEO
PO Box 9
Heppner, OR 97836

Or at such other address as a party may designate by notice given in the manner provided herein

IN WITNESS WHEREOF, the parties have executed or caused to be executed this agreement on the dates set forth below.

PROVIDER

MORROW COUNTY HEALTH DISTRICT

Vicki Kent, ARNP

Emily Roberts, CEO

PHYSICIAN EMPLOYMENT AGREEMENT

This Physician Employment Agreement ("Agreement") is entered into this 1st day of November, 2022 by and between the Morrow County Health District, a political subdivision of the State of Oregon ("District") and Edward Berretta ("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	As needed and agreed upon.
Irrigon Medical Clinic	As needed and agreed upon.
Ione Community Clinic	As needed and agreed upon.
ER (On Call)	As needed and agreed upon.

Hospital Patients	As needed and agreed upon.
Procedures	As needed and agreed upon.
Medical Director	As needed and agreed upon.

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 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 indicated by the attached Physician Hourly Rates sheet based on contract years served with the District, payable on the District's usual employee paydays. All compensation to Physician shall be subject to normal payroll withholdings and deductions.

EMS Supervising Physician for the District shall be \$2,500 per month.

3.2 Employee Benefits: Physician is eligible for MCHD retirement contribution (401a) and tax deferred programs (457 and 403b).

3.3 Vacation, Sick Leave, Holidays, and Continuing Education: No vacation or holiday leave is applicable. Physician shall accrue sick time as provided for under Oregon law. District shall be responsible for expenses associated with CME programs up to a maximum of \$1,000 per year.

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 expenses to work on-site.

ARTICLE IV - TERM AND TERMINATION

4.1 Term: This Agreement shall commence on November 1, 2022 and shall continue through October 31, 2023 unless either party gives 120 days' notice of termination or resignation. Physician's employment may be terminated only for good cause shown or if District provides 120 days' notice of termination. A three-year renewal of this Agreement may be available to Physician if District does not provide notice of termination.

4.2 Termination:

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

termination, 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 Fees:

- a. District, in its sole and absolute discretion, shall establish fees to be charged to patients of District. All such fees will be billed and collected solely by District and will belong to it.
- b. Physician hereby assigns all rights, title, and interest Physician may have in payments for Professional Services to District and agrees not to bill separately or

to in any way impair the right or ability of District to bill and collect for such services.

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

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

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

6.4 Assignments: This Agreement is personal to Physician. Nothing contained in this Agreement shall be construed to permit assignment of any Physician's rights or delegation of Physician's duties under this Agreement and such assignment is expressly prohibited.

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

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

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

Physician:
Edward Berretta, MD
3155 City Lights Place
Port Angeles, WA 98362

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: _____
Edward Berretta, MD

By: _____
Emily Roberts, CEO

Date: _____

Date: _____

PHYSICIAN EMPLOYMENT AGREEMENT

This Physician Employment Agreement ("Agreement") is entered into this 1st day of December 2022 by and between the Morrow County Health District, a political subdivision of the State of Oregon ("District") and William Everts, DO ("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 has adequate training in Emergency Medicine and/or is Board certified in Emergency Medicine.
- 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

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.
- b. On call schedule for Physician and all Physicians subsequently employed after the date of this Agreement will be mutually agreed upon. The District endeavors to publish ER schedules at least three months in advance. Physician shall work in good faith with District personnel to reach a mutually agreeable schedule.
- c. In order to be considered "full-time" Physician must work at least seven (7) shifts per month.
- d. 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.

- e. 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 \$135 per hour for Emergency Room and Hospital call coverage and hours worked. District recognized holidays well be paid at 1.5 times the hourly rate. All compensation to Physician shall be subject to normal payroll withholdings and deductions.

MCHD will provide a one-time buyout payment in the amount of \$25,000 to CompHealth per the terms of MCHD's agreement with CompHealth.

Physician shall receive a one-time signing bonus in the amount of \$10,000 payable in Physician's first check for hours worked under this agreement.

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

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

- 3.3 Vacation, Sick Leave, Holidays, and Continuing Education:** No vacation or holiday leave is applicable. Physician shall accrue sick time as provided for under Oregon law. District shall be responsible for expenses associated with CME programs up to a maximum of \$2,500 per year.

- 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.

ARTICLE IV - TERM AND TERMINATION

4.1 **Term:** This Agreement shall commence no later than January 1, 2023 and shall continue through December 31, 2026 unless either party gives 120 days' notice of termination or resignation. Physician's employment may be terminated only for good cause shown or if District provides 120 days' notice of termination. A three-year renewal of this Agreement may be available to Physician if District does not provide notice of termination.

4.2 **Termination:**

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

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.

6.21 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: _____

By: _____

William Everts, DO

Emily Roberts, CEO

Date: _____

Date: _____

The following medical staff privileges were approved by the MCHD medical staff on 11/16/22 and require board approval:

MCHD Behavioral Health Consultants:

1. Rebecca Humphreys, LCSW
2. Terri Dickens Landreth, LCSW

CORA Radiologists:

1. Abele MD, Travis A.
2. Bentz MD, Matthew R.
3. Berecky MD, Ryan E.
4. Branting MD, Nicholas C.B.
5. Brozyna DO, Jozef
6. Clautice-Engle MD, Traci L.
7. Coleman MD, Christopher
8. Cooper MD, Benjamin
9. Curran MD, Casey
10. English MD, Benjamin S.
11. Faast MD, Amber
12. Greenberg MD, David
13. Haltom MD, Stephen
14. Hogan MD, Robert E.
15. Jennermann MD, Theodore
16. Kinder MD, Kai
17. Kjobech MD, Steven
18. Koehler MD, Thomas F.
19. Lerner MD, Daniel
20. Lynn MD, Karen N.
21. Mann MD, Dana
22. Martin MD, Laurie A.
23. McLaughlin MD, Michael
24. Michel MD, Steven J.
25. Pillsbury MD, Edmund
26. Raju MD, Roman
27. Schroeder MD, Garrett P.
28. Stassen MD, John M.
29. Tuscano MD, Daymen
30. Ugas MD, Marco A.
31. Wheir MD, William H. III
32. Wladyka MD, Christopher
33. Wommack MD, Brant D.

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					