



**Board Meeting Agenda  
April 29, 2024 at 6:30 p.m.**

<b>In Person</b>	Pioneer Memorial Clinic Conference Room 130 Thompson Street, Heppner, OR 97836
<b>Zoom</b>	<a href="https://us06web.zoom.us/j/85278464429?pwd=8oTCVtgEWwFWNCIq4OQx4b3mQMAsP5.1">https://us06web.zoom.us/j/85278464429?pwd=8oTCVtgEWwFWNCIq4OQx4b3mQMAsP5.1</a> Meeting ID: 852 7846 4429 Passcode: 833112

**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. March 25, 2024 – Regular Session
- B. April 10, 2024 – Special Session
- C. April 17, 2024 – Special Session

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

**5. Financial Report – Nicole Mahoney**

**6. Consent Agenda**

- A. EMS Stats – March 2024

**7. New Business**

- A. Board Vacancy
- B. H2OEO
- C. ADP Service Agreement
- D. Marcum Service Agreement
- E. Hospice Quality Program
- F. ER Provider Contract Renewal
- G. Capital Loan

**8. Executive Session**

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

**Promise of Excellence**

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

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

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- 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).

**9. Open Session**

**10. Adjourn**

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<b>Meeting</b>	Board of Directors		
<b>Date / Time</b>	March 25, 2024 at 6:30 p.m.	<b>Location</b>	Morrow County Grain Growers - Conference Room 350 Main Street, Lexington, OR 97836
<b>Chair</b>	Diane Kilkenny	<b>Recorder</b>	Sam Van Laer
<b>Board Members</b>	<b>Present:</b> Diane Kilkenny, Stephen Munkers, Trista Seastone, Scott Ezell		
<b>Attendees</b>	<b>Staff:</b> Emily Roberts, Nicole Mahoney, Natalia Wight, Sam Van Laer <b>Press:</b> None		

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**Vision**  
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**Values**  
Integrity, Compassion, Quality, Respect, Financial Responsibility

Agenda Item	Minutes
<b>1. Call to Order</b>	Diane Kilkenny called the meeting to order at 6:30 p.m.
<b>2. Public Comments</b>	The following individuals gave public comment: <ul style="list-style-type: none"> <li>• Shannon Miller</li> <li>• Janet Greenup</li> <li>• Greg Greenup</li> </ul>
<b>3. Approval of Meeting Minutes</b> A. January 29, 2024 – Regular Session B. February 13, 2024 – Special Session C. February 26, 2024 – Regular Session	<b>MOTION:</b> Stephen Munkers moved to approve the minutes for the January 29, 2024 regular session, the February 13, 2024 special session, and the February 26, 2024 regular session as presented. Trista Seastone seconded the motion. The motion passed unanimously by all Board members present.
<b>4. CEO Report &amp; Dashboard - Emily Roberts</b>	The CEO Report and Dashboard was presented by Emily Roberts (see Board packet). Roberts reported that clinic visits are up at Irrigon Medical Clinic and Boardman Immediate Care, the turnover rate is at 4.8% for the District, and the vacancy rate is at 8.4%. Roberts reported that IMC provider, Vicki Kent, will be retiring in October. CAHPS scores have rolled to a new quarter and the “n” value should be kept in mind when reviewing the data as it indicates the number of survey respondents.
<b>5. Financial Report - Nicole Mahoney</b>	Nicole Mahoney presented the District’s monthly financials (see Board packet). Mahoney reported that the District’s inpatient revenue has is over budget and expenses are under budget due to cost control. The

	<p>District is 1.6 million in the red and is pursuing additional ARPA and grant funds. Mahoney reported that the District received its Medicare cost reporting cash settlement. The District is working on account in Thrive and will have to maintain two legacy EHR systems once transitioned to Cerner.</p>
<p><b>6. Consent Agenda</b> <b>A. EMS Stats – February 2024</b></p>	<p>Emily Roberts presented the Consent Agenda (see Board packet). Roberts reported these statistics are the last full month of reporting and inquires if the Board would like to continue to receive the stats now that the EMS Advisory Board has been disbanded. Roberts recommended that the Board continues reviewing the stats, however, this will only be data from Morrow County Health District and not from other EMS providers. The stats are collected from ImageTrend and will not include QRT times.</p> <p><b>MOTION:</b> Trista Seastone moved to accept the Consent Agenda as presented and to continue receiving the EMS stats in the Board packets. Scott Ezell seconded the motion. The motion passed unanimously by all Board members present.</p>
<p><b>7. New Business</b></p>	
<p><b>A. Budget Process Update</b></p>	<p>Nicole Mahoney reported that the District will follow a similar process for the budget as last year. The budget will be presented during the regular May Board meeting, then there will be a special meeting for the budget hearing in the first part of June, and the budget will be adopted at the end of June.</p>
<p><b>B. Board Vacancy</b></p>	<p>Diane Kilkenny reported that John Murray has resigned from the Morrow County Health District Board after 23 years of service. Murray’s service has been appreciated and the Board wishes him well.</p> <p>The Board discussed how to fill the vacant position. The Board would like to use the same process that was used to fill the previous vacancy. Trista Seastone reported that she would like completion of the questionnaire to be required for applicants. Would like April 22, 2024 to be the deadline and have applicants presented at the next regular Board meeting on April 29, 2024. The Board governance manual will be added to the website for applicants to review.</p> <p>Impact! will be providing some Board education on roles and responsibilities, and reviewing the strategic plan. Diane Kilkenny will be in touch with Board members to schedule.</p> <p><b>MOTION:</b> Stephen Munkers moved to use the same process as last time to fill the vacant Board position and use April 22, 2024 as a preliminary deadline for the Board to review applications on April 29, 2024. Scott Ezell seconded the motion. The motion passed unanimously by all Board members present.</p>
<p><b>C. Provider Privileging</b></p>	<p>Emily Roberts presented the following providers for re-appointment of their medical staff privileges: Vicki Kent, FNP; Amanda Roy, PA-C. Roberts also presented the following Central Oregon Radiology Associates (CORA) roster appointments: Stephany Barreto, MD; Joseph Houkal, MD; Brian Evans, MD; Jeremy Logan, MD.</p>

	<p><b>MOTION:</b> Trista Seastone moved to accept the re-appointments of Vicki Kent and Amanda Roy as well as the CORA roster appointments as presented. Scott Ezell seconded the motion. The motion passed unanimously by all Board members present.</p>
<p><b>8. ADDITION TO THE AGENDA: Surplus Property Disposal Policy</b></p>	<p>Emily Roberts presented the Surplus Property Disposal Policy for Board approval. Policy suggested by the Special Districts Association of Oregon (SDAO).</p> <p><b>MOTION:</b> Trista Seastone moved to accept the Surplus Property Disposal Policy. Stephen Munkers seconded the motion. The motion passed unanimously by all Board members present.</p>
<p><b>9. ADDITION TO THE AGENDA: BFRD Legal Update</b></p>	<p>Emily Roberts provided an update on the legal actions taken against Boardman Fire Rescue District (BFRD). Roberts reported that the case was heard in November, however, the judge issued their finding today in favor of the District. The judge found that the District did have the authority to issue sanctions to BFRD for call jumping in the amount of \$169,000 based on the fee structure for violating the ASA. This fee is calculated from the number of times BFRD violated the ASA after being told to stop multiplied by the fee. The District’s attorney reports that BFRD has 30 days to appeal, and likely will, but has no solid grounds to do so.</p>
<p><b>10. Executive Session</b></p>	<p>At 7:20 p.m. Diane Kilkenny called to order Executive Sessions under:</p> <p style="padding-left: 40px;">A. ORS 192.660(2)(f) to consider information or records that are exempt from public inspection pertaining to ongoing or anticipated litigation exempt from disclosure under ORS 192.345(1).</p> <p>Kilkenny states that members of the news media may attend executive sessions, with limited exceptions. News media are instructed not to report about what happened in executive sessions.</p> <p>The Executive Session adjourned at 8:02 p.m.</p>
<p><b>11. Open Session</b></p>	<p>Diane Kilkenny stated that the Board would move back into open session at 8:02 p.m.</p> <p><b>MOTION:</b> Trista Seastone moved to accept the proposed IGA between Morrow County Health District and Morrow County as presented. Scott Ezell seconded the motion. The motion passed unanimously by all Board members present.</p>
<p><b>12. Adjourn</b></p>	<p>With no further business to come before the Board, regular session adjourned at 8:03 p.m.</p> <p>Minutes taken and submitted by Sam Van Laer. Approved _____.</p>

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<b>Meeting</b>	Board of Directors		
<b>Date / Time</b>	April 10, 2024 at 6:00 p.m.	<b>Location</b>	Pioneer Memorial Clinic Conference Room 130 Thompson Street, Heppner, OR 97836
<b>Chair</b>	Diane Kilkenny	<b>Recorder</b>	Sam Van Laer
<b>Board Members</b>	<b>Present:</b> Diane Kilkenny, Stephen Munkers, Trista Seastone, Scott Ezell		
<b>Attendees</b>	<b>Staff:</b> Emily Roberts, Nicole Mahoney, Julie Baker, Sam Van Laer <b>Guests:</b> Troy Bundy <b>Press:</b> None		

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Agenda Item	Minutes
<b>1. Call to Order</b>	Diane Kilkenny called the meeting to order at 6:00 p.m.
<b>2. ADDITION TO THE AGENDA: EHR Implementation Support/Advisory Services</b>	<p>Emily Roberts presented the proposal from Nordic for implementation advisory services. Roberts reported that Nordic works very closely with Cerner/Oracle and has a rate of \$185/hour for consulting services. The proposal packet shows the different areas for consultation. The purpose of these services is to optimize the revenue cycle. Roberts reported that two other Critical Access Hospitals that have move to Cerner Community Works struggle with the revenue cycle portion of implementation. The District wants to optimize this in advance so these issues can be avoided.</p> <p>Nicole Mahoney reported that the more efficiently the system is set up during implementation, the better the outcome will be instead of trying to clean up the problems after systems are already in place. Mahoney recommends the hourly fee over the monthly fee so that consultant usage may be tracked. Nordic would work for the District and provide services for the chagemaster, charge capture, charge dropping, and other revenue cycle needs. Currently the District does not have the resources internally to accomplish the project without bringing on additional support. Mahoney reported that Cerner has better features and functionality that Thrive, but it has to be set up correctly. Nordic can create workflows to ensure the most efficient processes are established. Only certain staff will be able to contact the consultant and these staff will have a certain amount of consultant hours they may use. If more hours are needed, then this will need Executive Team approval.</p> <p>Mahoney reported that the cost of these services can be capitalized with the implementation of the EHR. Nordic may provide some onsite help during implementation, but will normally work remotely. Most of the</p>

	<p>work should be completed April through June of this year, but will stay on through September and can be extended if needed.</p> <p><b>MOTION:</b> Trista Seastone moved to approve the Nordic implementation support/advisory services proposal as presented. Scott Ezell seconded the motion. The motion passed unanimously by all Board members present.</p>
<p><b>3. Executive Session</b></p>	<p>At 6:15 p.m. Diane Kilkenny called to order Executive Sessions under:</p> <p style="padding-left: 40px;">A. ORS 192.660(2)(f) to consider information or records that are exempt from public inspection pertaining to ongoing or anticipated litigation exempt from disclosure under ORS 192.345(1).</p> <p>Kilkenny stated that members of the news media may attend executive sessions, with limited exceptions. News media are instructed not to report about what happened in executive sessions. Kilkenny reported that the Board will return to open session.</p> <p>The Executive Session adjourned at 7:42 p.m.</p>
<p><b>4. Open Session</b></p>	<p>Diane Kilkenny stated the Board has moved back into open session and reported that there was no further business.</p>
<p><b>5. Adjourn</b></p>	<p>With no further business to come before the Board, regular session adjourned at 7:42 p.m.</p> <p>Minutes taken and submitted by Sam Van Laer. Approved _____.</p>

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<b>Meeting</b>	Board of Directors - Board of Directors Development & Education		
<b>Date / Time</b>	April 17, 2024 at 6:00 p.m.	<b>Location</b>	Irrigon City Hall 500 NE Main Ave, Irrigon, OR 97844
<b>Chair</b>	Diane Kilkenny	<b>Recorder</b>	Sam Van Laer
<b>Board Members</b>	<b>Present:</b> Diane Kilkenny, Stephen Munkers, Trista Seastone, Scott Ezell		
<b>Attendees</b>	<b>Staff:</b> Emily Roberts, Nicole Mahoney, Julie Baker, Sam Van Laer <b>Guests:</b> Michelle Rathman, Brock Slabach <b>Press:</b> None		

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Agenda Item	Minutes
<b>1. Call to Order</b>	Diane Kilkenny called the meeting to order at 6:00 p.m.
<b>2. Board of Directors Development and Education Facilitated by Michelle Rathman, Impact Communications and Featuring Brock Slabach, National Rural Health Association COO</b>	The following outlines the topics covered during the Morrow County Health District Board of Directors Spring 2024 development and education session (see attached slide deck) facilitated by Michelle Rathman and Brock Slabach: <ol style="list-style-type: none"> <li>1. Opening Remarks from the Board Chair</li> <li>2. Session Facilitator Introductions and Opening Exploration Discussion</li> <li>3. The State of Rural Health - Threats and Opportunities</li> <li>4. The Heart of Hospital Governance: The Board Member's Role</li> <li>5. Quality and Fiduciary Responsibility</li> <li>6. Strategic and Community Initiatives - (Rebuilding and Growing Trust)</li> <li>7. Best Practice Communications</li> <li>8. Vision for the Future of MCHD</li> <li>9. Q&amp;A and Session Summary and Close</li> </ol>
<b>10. Adjourn</b>	With no further business to come before the Board, the Board adjourned at 8:09 p.m. Minutes taken and submitted by Sam Van Laer. Approved _____.

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April 2024

HUMAN RESOURCES	
Turnover Rate (Rolling 3 Months)	4.9%
Vacancy Rate	12.1%
Number of Open Positions	12
Newly Created Open Positions	1

FINANCIAL		
Days Cash on Hand	47	Goal ≥ 90
Days in AR	97	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)	2	2	5	N/A
Total Visits (Previous Month)	398	127	448	116

"Third Next Available" is an industry standard measurement of primary care access. It is defined as the average length of time in days between the day a patient makes a request for an appointment with a provider and the third available appointment for a new patient physical, routine exam, or return visit exam. Values shown are clinic averages.

### CAHPS (PATIENT SATISFACTION SCORES)

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

	Qtr 1 2024	Qtr 4 2023	Qtr 3 2023
Boardman Immediate Care	100% N = 9	0% N = 1	86% N = 7
Ione Community Clinic	100% N = 22	91% N = 11	100% N = 10
Irrigon Medical Clinic	79% N = 24	81% N = 31	83% N = 47
Pioneer Memorial Clinic	83% N = 30	85% N = 41	73% N = 30
NRC Average	84%		

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

	Qtr 1 2024	Qtr 4 2023	Qtr 3 2023
Boardman Immediate Care	100% N = 9	100% N = 1	86% N = 7
Ione Community Clinic	96% N = 23	100% N = 11	100% N = 10
Irrigon Medical Clinic	87% N = 23	90% N = 31	96% N = 47
Pioneer Memorial Clinic	83% N = 29	95% N = 40	93% N = 30
NRC Average	91%		

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

	Qtr 1 2024	Qtr 4 2023	Qtr 3 2023
<b>ER Adult</b>	<b>87%</b>	<b>94%</b>	<b>100%</b>
	N = 15	N = 16	N = 3
<b>NRC Average</b>	67%		
<b>Bed Size 6 - 24 Average</b>	79%		

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

	Qtr 1 2024	Qtr 4 2023	Qtr 3 2023
<b>ER Adult</b>	<b>80%</b>	<b>92%</b>	<b>100%</b>
	N = 15	N = 13	N = 3
<b>NRC Average</b>	67%		
<b>Bed Size 6 - 24 Average</b>	77%		

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

	Qtr 4 2023	Qtr 3 2023	Qtr 2 2023
<b>ER Pediatric</b>	<b>100%</b>	<b>No Data</b>	<b>No Data</b>
	N = 1	N = 0	N = 0
<b>NRC Average</b>	*Insufficient data to benchmark.		

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

	Qtr 4 2023	Qtr 3 2023	Qtr 2 2023
<b>ER Pediatric</b>	<b>100%</b>	<b>No Data</b>	<b>No Data</b>
	N = 1	N = 0	N = 0
<b>NRC Average</b>	*Insufficient data to benchmark.		

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

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

Would you recommend this hospital to your friends and family?

	Qtr 1 2024	Qtr 4 2023	Qtr 3 2023
<b>Inpatient</b>	<b>67%</b>	<b>71%</b>	<b>60%</b>
	N = 3	N = 7	N = 5
<b>NRC Average</b>	72%		
<b>Bed Size 6 - 24 Average</b>	80%		

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

	Qtr 1 2024	Qtr 4 2023	Qtr 3 2023
<b>Hospital</b>	<b>100%</b>	<b>75%</b>	<b>50%</b>
	N = 4	N = 4	N = 2
<b>NRC Average</b>	71%		
<b>Bed Size 6 - 24 Average</b>	81%		

Would you recommend this hospital to your friends and family?

	Qtr 1 2024	Qtr 4 2023	Qtr 3 2023
<b>Hospital</b>	<b>100%</b>	<b>50%</b>	<b>50%</b>
	N = 1	N = 4	N = 2
<b>NRC Average</b>	72%		
<b>Bed Size 6 - 24 Average</b>	80%		

<b>Score is equal to or greater than the NRC Average</b>
<b>Score is less than the NRC Average, but may not be significantly</b>
<b>Score is significantly less than the NRC Average</b>

04/24/24 06:27 PM

MORROW COUNTY HEALTH DISTRICT  
 BALANCE SHEET  
 FOR THE MONTH ENDING: 03/31/24

	Current Year	Prior Year	Net Change
<b>ASSETS</b>			
<b>CURRENT ASSETS</b>			
<b>CASH &amp; INVESTMENTS</b>			
CASH & INVESTMENTS	3,429,917.16	6,507,123.70	(3,077,206.54)
TOTAL CASH & INVESTMENTS	3,429,917.16	6,507,123.70	(3,077,206.54)
<b>PATIENT ACCOUNTS RECEIVABLE</b>			
A/R HOSPITAL SWING CLINIC	261,963.54	2,077,984.45	(1,816,020.91)
A/R HOME HEALTH & HOSPICE	95,164.98	357,123.76	(261,958.78)
A/R THRIVE	3,969,028.53	.00	3,969,028.53
GROSS PATIENT RECEIVABLES	4,326,157.05	2,435,108.21	1,891,048.84
LESS CLEARING ACCOUNTS	(50.00)	(50.00)	.00
LESS ALLOW FOR CONTRACTUAL	103,358.00	41,788.00	61,570.00
LESS ALLOW FOR UNCOLLECTIBLE	300,382.00	270,503.00	29,879.00
NET PATIENT ACCOUNTS RECEIVABLE	3,922,467.05	2,122,867.21	1,799,599.84
<b>OTHER RECEIVABLES</b>			
EMPLOYEE ADVANCES	863.43	.00	863.43
EMPLOYEE PURCHASES RECEIVABLE	.00	252.43	(252.43)
RECEIVABLE 340B SUNRX	44,641.27	44,118.39	522.88
TAXES RECEIVABLE - PRIOR YEAR	39,253.78	35,373.39	3,880.39
TAXES RECEIVABLE - CURRENT YR	(783,348.06)	(993,545.32)	210,197.26
OTHER RECEIVABLE	29,131.62	45,427.50	(16,295.88)
MC/MD RECEIVABLE	(42,677.88)	.00	(42,677.88)
ASSISTED LIVING RECEIVABLE	19,198.10	(15,478.56)	34,676.66
TOTAL OTHER RECEIVABLE	(692,937.74)	(883,852.17)	190,914.43
<b>INVENTORY &amp; PREPAID</b>			
INVENTORY AND PREPAID	661,307.57	562,972.72	98,334.85
TOTAL INVENTORY & PREPAID	661,307.57	562,972.72	98,334.85
TOTAL CURRENT ASSETS	7,320,754.04	8,309,111.46	(988,357.42)
<b>LONG TERM ASSETS</b>			
LAND	135,700.55	135,700.55	.00
LAND IMPROVEMENTS	322,353.71	322,353.71	.00
BUILDING & IMPROVEMENTS	6,038,917.54	5,901,647.98	137,269.56
EQUIPMENT	8,512,367.55	8,364,887.24	147,480.31
AMORTIZABLE LOAN COSTS	.00	.12	(.12)
CONSTRUCTION IN PROGRESS	423,749.15	452,589.80	(28,840.65)
LESS ACCUM DEPRECIATION	11,007,033.55	10,295,264.22	711,769.33
TOTAL LONG TERM ASSETS	4,426,054.95	4,881,915.18	(455,860.23)
TOTAL ASSETS	11,746,808.99	13,191,026.64	(1,444,217.65)

UNAUDITED - SUBJECT TO CHANGE

04/24/24 06:27 PM

MORROW COUNTY HEALTH DISTRICT  
 BALANCE SHEET  
 FOR THE MONTH ENDING: 03/31/24

	Current Year	Prior Year	Net Change
<b>LIABILITIES</b>			
<b>CURRENT LIABILITIES</b>			
<b>ACCOUNTS PAYABLE</b>			
ACCOUNTS PAYABLE	242,994.95	226,160.03	16,834.92
MISC PAYABLE	.00	(.04)	.04
-----	-----	-----	-----
ACCOUNTS PAYABLE TOTAL	242,994.95	226,159.99	16,834.96
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<b>ACCRUED WAGES &amp; LIABILITIES</b>			
ACCRUED WAGES & LIABILITIES	1,117,987.57	1,026,211.59	91,775.98
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TOTAL ACCRUED WAGES & LIABILITIES	1,117,987.57	1,026,211.59	91,775.98
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<b>OTHER LIABILITIES</b>			
ACCRUED INTEREST	2,560.21	3,052.04	(491.83)
SUSPENSE ACCOUNT	7,215.60	(154,552.37)	161,767.97
TCAA SUSPENSE	360.00	2,095.00	(1,735.00)
DEFERRED INCOME	1,505.82	1,505.82	.00
UNEARNED REVENUE FOR COVID 19	.00	808,671.42	(808,671.42)
CONTINGENCY SETTLEMENT PAYABLE	82,028.00	200,000.00	(117,972.00)
-----	-----	-----	-----
TOTAL OTHER LIABILITIES	93,669.63	860,771.91	(767,102.28)
-----	-----	-----	-----
TOTAL CURRENT LIABILITIES	1,454,652.15	2,113,143.49	(658,491.34)
=====	=====	=====	=====
<b>LONGTERM LIABILITIES</b>			
BEO 2019 BOILERS LOAN	22,039.77	50,444.01	(28,404.24)
BEO 2018 BOARDMAN BLDG LOAN	75,280.11	93,099.30	(17,819.19)
BEO 2018 OMNICELL/US LOAN	.00	26,628.68	(26,628.68)
BEO 2020 AMBULANCE LOAN	32,003.76	62,760.27	(30,756.51)
MORROW CO 2018 BOARDMAN BLDG	40,963.63	51,039.64	(10,076.01)
MORROW CO 2013 IMC LOAN	.00	1,715.78	(1,715.78)
BEO IMC EXPANSION 2018	252,319.36	298,887.01	(46,567.65)
GEODC 2021 HOUSE LOAN	68,244.23	76,372.34	(8,128.11)
MORROW CO 2021 CHURCH LOAN	50,425.11	56,886.64	(6,461.53)
BEO 2008 HOSP REMODEL LOAN	.00	13,378.59	(13,378.59)
BEO REFINANCE LOAN	750,939.49	778,014.47	(27,074.98)
-----	-----	-----	-----
TOTAL LONG TERM LIABILITIES	1,292,215.46	1,509,226.73	(217,011.27)
=====	=====	=====	=====
<b>EQUITY/FUND BALANCE</b>			
GENERAL FUND UNRESTRICTED BAL	10,406,359.52	10,398,041.30	8,318.22
EQUITY/FUND BAL PERIOD END	(1,406,418.14)	(829,384.88)	(577,033.26)
-----	-----	-----	-----
TOTAL LIAB & EQUITY/FUND BAL	11,746,808.99	13,191,026.64	(1,444,217.65)
=====	=====	=====	=====

UNAUDITED - SUBJECT TO CHANGE

MORROW COUNTY HEALTH DISTRICT  
 OPERATING/INCOME STATEMENT  
 FOR THE 9 MONTHS ENDING 03/31/24

04/24/24 06:27 PM

----- M O N T H -----			----- Y E A R T O D A T E -----			
ACTUAL	BUDGET	VARIANCE		ACTUAL	BUDGET	VARIANCE
			PATIENT SERVICES REVENUE			
82,210.39	86,862.34	(4,651.95)	INPATIENT ANCILLARY REVENUE	621,345.92	781,761.06	(160,415.14)
151,175.77	98,735.51	52,440.26	HOSPITAL INPATIENT REVENUE	1,111,532.62	888,619.59	222,913.03
577,897.26	907,192.63	(329,295.37)	OUTPATIENT REVENUE	6,277,531.27	8,164,733.67	(1,887,202.40)
332,239.50	438,490.99	(106,251.49)	CLINIC REVENUE	2,732,430.84	3,946,418.91	(1,213,988.07)
94,090.54	99,775.75	(5,685.21)	HOME HEALTH/HOSPICE REVENUE	903,863.02	897,981.75	5,881.27
-----	-----	-----		-----	-----	-----
1,237,613.46	1,631,057.22	(393,443.76)	GROSS PATIENT REVENUE	11,646,703.67	14,679,514.98	(3,032,811.31)
-----	-----	-----		-----	-----	-----
			LESS DEDUCTIONS FROM REVENUE			
(6,232.19)	.00	6,232.19	PROVISION FOR BAD DEBTS	271.12	.00	(271.12)
(203,531.07)	31,278.17	234,809.24	CONTRACTUAL & OTHER ADJUSTME	527,006.31	281,503.53	(245,502.78)
-----	-----	-----		-----	-----	-----
(209,763.26)	31,278.17	241,041.43	TOTAL REVENUE DEDUCTIONS	527,277.43	281,503.53	(245,773.90)
-----	-----	-----		-----	-----	-----
1,447,376.72	1,599,779.05	(152,402.33)	NET PATIENT REVENUE	11,119,426.24	14,398,011.45	(3,278,585.21)
298,207.16	298,207.17	(.01)	TAX REVENUE	2,683,864.44	2,683,864.53	(.09)
2,726.54	137,863.16	(135,136.62)	OTHER OPERATING REVENUE	268,120.71	1,240,768.44	(972,647.73)
-----	-----	-----		-----	-----	-----
1,748,310.42	2,035,849.38	(287,538.96)	TOTAL OPERATING REVENUE	14,071,411.39	18,322,644.42	(4,251,233.03)
=====	=====	=====		=====	=====	=====
			OPERATING EXPENSES			
857,880.12	1,044,627.88	186,747.76	SALARIES & WAGES	9,292,294.03	9,401,650.92	109,356.89
223,183.28	428,595.52	205,412.24	EMPLOYEE BENEFITS & TAXES	2,866,992.73	3,857,359.68	990,366.95
114,203.99	91,904.44	(22,299.55)	PROFESSIONAL FEES	866,319.76	827,339.96	(38,979.80)
100,610.57	146,160.91	45,550.34	SUPPLIES & MINOR EQUIPMENT	951,300.06	1,315,448.19	364,148.13
1,686.28	14,896.16	13,209.88	EDUCATION	42,565.56	134,065.44	91,499.88
16,167.59	17,975.20	1,807.61	REPAIRS & MAINTENANCE	158,772.51	161,776.80	3,004.29
929.11	11,896.10	10,966.99	RECRUITMENT & ADVERTISING	36,951.02	107,064.90	70,113.88
140,646.23	81,624.08	(59,022.15)	PURCHASED SERVICES	982,689.95	734,616.72	(248,073.23)
59,369.52	67,010.02	7,640.50	DEPRECIATION	550,054.91	603,090.18	53,035.27
19,809.85	18,603.40	(1,206.45)	UTILITIES PHONE & PROPANE	170,470.34	167,430.60	(3,039.74)
17,317.94	13,355.01	(3,962.93)	INSURANCE	142,330.10	120,195.09	(22,135.01)
1,610.50	2,066.91	456.41	TAXES & LICENSES	23,134.73	18,602.19	(4,532.54)
4,141.70	4,817.16	675.46	INTEREST	45,924.61	43,354.44	(2,570.17)
3,105.05	3,377.42	272.37	DUES & SUBSCRIPTIONS	31,298.29	30,396.78	(901.51)
10,172.41	15,806.26	5,633.85	TRAVEL	131,211.81	142,256.34	11,044.53
50,153.39	19,991.00	(30,162.39)	OTHER EXPENSES	231,241.59	179,919.00	(51,322.59)
-----	-----	-----		-----	-----	-----
1,620,987.53	1,982,707.47	361,719.94	TOTAL OPERATING EXPENSES	16,523,552.00	17,844,567.23	1,321,015.23
=====	=====	=====		=====	=====	=====
127,322.89	53,141.91	74,180.98	GAIN/LOSS FROM OPERATIONS	(2,452,140.61)	478,077.19	(2,930,217.80)
82,374.36	62,275.01	20,099.35	NON-OPERATING NET GAIN/LOSS	1,045,790.55	560,475.09	485,315.46
-----	-----	-----		-----	-----	-----
209,697.25	115,416.92	94,280.33	GAIN/LOSS	(1,406,350.06)	1,038,552.28	(2,444,902.34)
=====	=====	=====		=====	=====	=====

**MORROW COUNTY HEALTH DISTRICT  
PIONEER MEMORIAL HOSPITAL & ANCILLARY STATS  
FISCAL YEAR 2023-2024**

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD
<b>ACUTE (INPATIENT)</b>													
ADMISSIONS	2	3	3	4	2	2	4	2	2				24
DISCHARGES	2	3	3	4	3	2	3	3	2				25
Admits- MEDICARE	2	2	2	4	2	2	3	2	2				21
MEDICAID	0	1	0	0	0	0	1	0	0				2
OTHER	0	0	1	0	0	0	0	0	0				1
SELF PAY	0	0	0	0	0	0	0	0	0				0
<b>TOTAL</b>	<b>2</b>	<b>3</b>	<b>3</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>
Dschgs -MEDICARE	2	2	2	4	2	2	2	3	2				21
MEDICAID	0	1	0	0	0	0	1	0	0				2
OTHER	0	0	1	0	1	0	0	0	0				2
SELF PAY	0	0	0	0	0	0	0	0	0				0
<b>TOTAL</b>	<b>2</b>	<b>3</b>	<b>3</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>3</b>	<b>3</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25</b>
<b>PATIENT DISCHARGE DAYS</b>													
MEDICARE	2	4	6	9	7	6	7	9	9				59
MEDICARE ADVANTAGE	0	0	3	10	3	2	0	0	0				18
MEDICAID	0	0	0	0	0	0	1	0	0				1
MEDICAID MANAGED CARE	0	17	0	0	0	0	0	0	0				17
OTHER	0	0	2	0	8	0	0	0	0				10
SELF PAY	0	0	0	0	0	0	0	0	0				0
<b>TOTAL</b>	<b>2</b>	<b>21</b>	<b>11</b>	<b>19</b>	<b>18</b>	<b>8</b>	<b>8</b>	<b>9</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>105</b>
<b>PATIENT ADMISSION DAYS</b>													
Adults	2	21	11	19	18	8	8	7	9				103
Pediatric	0	0	0	0	0	0	0	0	0				0
<b>TOTAL</b>	<b>2</b>	<b>21</b>	<b>11</b>	<b>19</b>	<b>18</b>	<b>8</b>	<b>8</b>	<b>7</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>103</b>
AVG LENGTH OF STAY	1.0	7.0	3.7	4.8	6.0	4.0	2.7	2.3	4.5	#DIV/0!	#DIV/0!	#DIV/0!	4.1
AVG DAILY CENSUS	0.1	0.7	0.4	0.6	0.6	0.3	0.3	0.3	0.3	0.0	0.0	0.0	0.4
DEATHS	0	0	0	0	0	0	0						0
<b>SWING BED (Skilled)</b>													
ADMISSIONS	1	7	1	2	1	2	5	6	2				27
DISCHARGES	0	4	3	1	2	1	4	3	8				26
Dschgs -MEDICARE	0	4	2	1	2	1	4	2	6				22
MEDICAID	0	0	1	0	0	0	0	1	0				2
OTHER	0	1	0	0	0	0	0	0	2				3
SELF PAY	0	0	0	0	0	0	0	0	0				0
<b>TOTAL</b>	<b>0</b>	<b>5</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>4</b>	<b>3</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>27</b>
<b>PATIENT DISCHARGE DAYS</b>													
MEDICARE	0	30	42	0	23	10	72	18	153				348
MEDICARE ADVANTAGE	0	7	0	14	16	0	0	0	0				37
MEDICAID	0	0	0	0	0	0	0	20	0				20
MEDICAID MANAGED CARE	0	0	14	0	0	0	0	0	0				14
OTHER	0	0	0	0	0	0	0	0	32				32
SELF PAY	0	0	0	0	0	0	0	0	0				0
<b>TOTAL</b>	<b>0</b>	<b>37</b>	<b>56</b>	<b>14</b>	<b>39</b>	<b>10</b>	<b>72</b>	<b>38</b>	<b>185</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>451</b>
<b>PATIENT ADMISSION DAYS</b>													
MEDICARE	4	55	22	39	14	52	43	85	66				380
MEDICAID	0	0	11	0	0	0	0	19	0				30
OTHER	0	0	0	0	0	0	0	22	10				32
SELF PAY	0	0	0	0	0	0	0	0	0				0
<b>TOTAL</b>	<b>4</b>	<b>55</b>	<b>33</b>	<b>39</b>	<b>14</b>	<b>52</b>	<b>43</b>	<b>126</b>	<b>76</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>442</b>
AVG DAILY CENSUS	0.13	1.77	1.10	1.26	0.47	1.68	1.39	4.50	2.45	0.00	0.00	0.00	1.61
SWING BED REVENUE	\$ 2,118	\$ 23,548	\$ 14,137	\$ 16,683	\$ 5,989	\$ 22,244	\$ 18,394	\$ 53,899	\$ 38,072				\$ 195,083
SWING \$ DAYS	<b>4</b>	<b>55</b>	<b>33</b>	<b>39</b>	<b>14</b>	<b>52</b>	<b>43</b>	<b>126</b>	<b>89</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>455</b>
DEATHS	0	0	0	0	0	0	0	0	0				0



MORROW COUNTY HEALTH DISTRICT  
PIONEER MEMORIAL HOSPITAL & ANCILLARY STATS  
FISCAL YEAR 2023-2024

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD
<b>OBSERVATION</b>													
ADMISSIONS	1	0	1	0	0	2	1	2	1				8
DISCHARGES	1	0	1	0	0	2	1	2	1				8
HOURS	24	0	20	0	0	59	20	16	18				157
REVENUE	\$ 3,471	\$ -	\$ 2,972	\$ -	\$ -	\$ 8,312	\$ 2,972	\$ 2,474	\$ 2,723				\$ 22,924
AVG LENGTH OF STAY (hours)	24.0	#DIV/0!	20.0	#DIV/0!	#DIV/0!	29.5	20.0	8.0	18.0	#DIV/0!	#DIV/0!	#DIV/0!	19.6
DEATHS	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>HOSPITAL RESPITE</b>													
ADMISSIONS	1	0	1	1	1	1	0	0	0				5
DISCHARGES	1	0	0	2	1	1	0	0	0				5
PATIENT ADMISSION DAYS	6	0	5	9	0	4	0	0	0				24
DEATHS	1	0	0	0	1	0	0	0	0				2
<b>SWING (Non-Skilled)</b>													
ADMISSIONS	0	0	3	1	1	0	0	0	0				5
DISCHARGES	0	1	0	1	0	1	0	0	0				3
Dschgs -MEDICAID	0	0	0	0	0	0	0	0	0				0
SELF PAY	0	1	0	1	0	1	0	0	0				3
<b>TOTAL</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>
<b>PATIENT DISCHARGE DAYS</b>													
MEDICAID	0	0	0	0	0	0	0	0	0				0
SELF PAY	0	1	0	17	0	70	0	0	0				88
<b>TOTAL</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>17</b>	<b>0</b>	<b>70</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>88</b>
<b>PATIENT ADMISSION DAYS</b>													
MEDICAID	31	31	30	31	30	31	31	29	31				275
SELF PAY	93	63	109	146	174	179	155	145	155				1219
<b>TOTAL</b>	<b>124</b>	<b>94</b>	<b>139</b>	<b>177</b>	<b>204</b>	<b>210</b>	<b>186</b>	<b>174</b>	<b>186</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1494</b>
AVG DAILY CENSUS	4.0	3.0	4.6	5.7	6.8	6.8	6.0	6.2	6.0	0.0	0.0	0.0	4.1
SWING BED REVENUE	\$ 54,662	\$ 41,437	\$ 61,274	\$ 84,633	\$ 97,543	\$ 100,412	\$ 88,936	\$ 83,198	\$ 88,936				\$ 701,029
SWING \$ DAYS	124	94	139	177	204	210	186	174	186	0	0	0	1494
DEATHS	0	1	0	1	0	1	0	0	0				3
<b>SUMMARY STATS</b>													
TOTAL/AVERAGE % OCCUPANCY	20.9%	26.1%	29.8%	37.5%	37.5%	42.1%	36.4%	52.2%	41.6%	0.0%	0.0%	0.0%	35.7%
<b>TOTAL OUTPATIENTS (Admits) w/ ER</b>													
TOTAL ER (Encounters)	477	515	580	567	521	477	472	510	468				4587
TOTAL ER (Encounters)	93	85	86	99	87	81	92	74	86				783
<b>LAB TESTS</b>													
INPATIENT	20	136	69	116	40	56	76	167	76				756
OUTPATIENT	1421	1683	1989	1549	1614	1351	1481	1608	1482				14178
<b>TOTAL</b>	<b>1441</b>	<b>1819</b>	<b>2058</b>	<b>1665</b>	<b>1654</b>	<b>1407</b>	<b>1557</b>	<b>1775</b>	<b>1558</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14934</b>
<b>XRAY/ULTRASOUND TESTS</b>													
INPATIENT	1	13	2	4	3	2	10	12	6				53
OUTPATIENT	68	66	66	94	85	77	79	83	62				680
<b>TOTAL</b>	<b>69</b>	<b>79</b>	<b>68</b>	<b>98</b>	<b>88</b>	<b>79</b>	<b>89</b>	<b>95</b>	<b>68</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>733</b>
<b>CT SCANS</b>													
INPATIENT	43	50	21	38	51	32	68	45	35				383
OUTPATIENT	2	3	7	5	4	5	2	7	9				44
<b>TOTAL</b>	<b>45</b>	<b>53</b>	<b>28</b>	<b>43</b>	<b>55</b>	<b>37</b>	<b>70</b>	<b>52</b>	<b>44</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>427</b>
<b>MRI SCANS</b>													
INPATIENT	16	32	25	15	30	23	35	32	25				233
OUTPATIENT	0	0	0	0	0	0	0	0	0				0
<b>TOTAL</b>	<b>16</b>	<b>32</b>	<b>25</b>	<b>15</b>	<b>30</b>	<b>23</b>	<b>35</b>	<b>32</b>	<b>25</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>233</b>
<b>TREADMILL PROCEDURES</b>													
INPATIENT	0	0	0	0	0	0	0	0	0				0
OUTPATIENT	0	0	0	0	0	0	0	0	0				0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>RESPIRATORY THERAPY</b>													
INPATIENT	0	0	0	79	23	26	25	130	31				314
OUTPATIENT	-1	0	0	16	37	3	86	12.5	19				172.5
<b>TOTAL</b>	<b>-1</b>	<b>0</b>	<b>0</b>	<b>95</b>	<b>60</b>	<b>29</b>	<b>111</b>	<b>142.5</b>	<b>50</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>486.5</b>

**MORROW COUNTY HEALTH DISTRICT  
PIONEER MEMORIAL HOSPITAL & ANCILLARY STATS  
FISCAL YEAR 2023-2024**

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD
<b>PROVIDER VISITS</b>													
PIONEER MEMORIAL CLINIC-HEPPNER	267	427	361	353	409	351	392	456	398				3414
IRRIGON MEDICAL CLINIC	361	431	405	492	386	312	368	389	448				3592
BOARDMAN IMMEDIATE CARE	87	129	159	133	129	68	109	121	116				1051
IONE COMMUNITY CLINIC	111	109	96	92	94	86	86	102	127				903
ALL PROVIDER ENCOUNTERS AT HOSPITAL**	101	159	129	153	118	104	124	118	124				1130
<b>TOTAL</b>	<b>927</b>	<b>1255</b>	<b>1150</b>	<b>1223</b>	<b>1136</b>	<b>921</b>	<b>1079</b>	<b>1186</b>	<b>1213</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10090</b>
REVENUE OF HOSPITAL ENCOUNTERS	\$ 56,898	\$ 84,858	\$ 69,119	\$ 73,439	\$ 66,878	\$ 60,124	\$ 70,491	\$ 68,555	\$ 66,573				\$616,934
<b>AMBULANCE</b>													
HEPPNER AMBULANCE TRANSPORTS	28	27	27	27	19	22	30	29	12				221
BOARDMAN AMBULANCE TRANSPORTS	22	29	29	34	36	37	25	24	3				239
IRRIGON AMBULANCE TRANSPORTS	40	18	29	29	21	32	23	21	8				221
IONE AMBULANCE TRANSPORTS	0	0	0	0	0	0	0	0	0				0
<b>TOTAL</b>	<b>90</b>	<b>74</b>	<b>85</b>	<b>90</b>	<b>76</b>	<b>91</b>	<b>78</b>	<b>74</b>	<b>23</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>681</b>
HEPPNER AMB REVENUE	\$ 50,162	\$ 54,983	\$ 51,080	\$ 51,080	\$ 42,579	\$ 46,438	\$ 80,649	\$ 69,105	\$ 39,142				\$485,216
BOARDMAN AMB REVENUE	\$ 52,995	\$ 66,038	\$ 70,083	\$ 84,917	\$ 86,038	\$ 88,024	\$ 59,452	\$ 58,709	\$ 7,276				\$573,530
IRRIGON AMB REVENUE	\$ 83,117	\$ 40,000	\$ 64,251	\$ 64,630	\$ 46,534	\$ 61,269	\$ 51,032	\$ 49,712	\$ 17,487				\$478,033
IONE AMB REVENUE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
<b>TOTAL</b>	<b>\$ 186,273</b>	<b>\$ 161,021</b>	<b>\$ 185,414</b>	<b>\$ 200,626</b>	<b>\$ 175,152</b>	<b>\$ 195,730</b>	<b>\$ 191,133</b>	<b>\$ 177,526</b>	<b>\$ 63,904</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$1,536,779</b>
<b>HOME HEALTH VISITS</b>													
SKILLED NURSING VISITS	46	70	69	50	59	47	60	60	86				547
AIDE VISITS	17	9	13	7	17	13	11	18	34				139
MSW VISITS	0	0	0	0	0	0	0	0	0				0
OCCUPATIONAL THERAPY	9	13	4	0	0	0	0	0	0				26
PHYSICAL THERAPY	25	38	24	31	20	14	22	16	30				220
SPEECH THERAPY	2	4	2	0	0	0	0	0	4				12
IN HOME CARE VISITS-PRIVATE PAY	0	0	0	0	0	0	0	0	0				0
<b>TOTAL</b>	<b>99</b>	<b>134</b>	<b>112</b>	<b>88</b>	<b>96</b>	<b>74</b>	<b>93</b>	<b>94</b>	<b>154</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>944</b>
<b>HOSPICE</b>													
ADMTS	2	2	1	2	5	4	4	2	1				23
DISCHARGE	0	1	0	1	0	1	1	0	0				4
DEATHS	3	0	4	3	3	2	3	3	4				25
<b>TOTAL HOSPICE DAYS</b>	<b>256</b>	<b>240</b>	<b>192</b>	<b>178</b>	<b>175</b>	<b>214</b>	<b>187</b>	<b>149</b>	<b>135</b>				<b>1726</b>
<b>PHARMACY</b>													
DRUG DOSES	723	1591	1463	1213	739	1405	1587	3166	2184				14,071
DRUG REVENUE	\$ 39,070	\$ 85,397	\$ 98,966	\$ 81,878	\$ 92,008	\$ 102,595	\$ 135,444	\$ 135,976	\$ 117,956				\$889,290

**PIONEER MEMORIAL CLINIC - MARCH 2024**

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Dr. Schaffer	Patient Hours Available				8	8	8	8						7.6	8				8	8						8	8	8	8				95.6
	Patients Seen				16	17	12	13						18	11				20	19						14	18	13	13				184
	No Shows				0	0	0	0						1	4				1	0						1	0	1	0				8
	Patient Cancellations				0	1	0	1						0	1				1	0						1	0	1	0				6
	Clinic Cancellations				0	0	0	0						0	0				0	0						0	0	0	0				0
	Pts. Per Available Hour				2.0	2.1	1.5	1.6						2.4	1.4				2.5	2.4						1.8	2.3	1.6	1.6				1.9
	No Show Rate				0%	0%	0%	0%						5%	25%				5%	0%						6%	0%	7%	0%				4%
	Patient Cancel Rate				0%	6%	0%	7%						0%	6%				5%	0%						6%	0%	7%	0%				3%
Clinic Cancel Rate				0%	0%	0%	0%						0%	0%				0%	0%						0%	0%	0%	0%				0%	

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	
Amanda Roy, PA	Patient Hours Available	8					7.6	7.6	7.6					7.6	8	8					7.6							7.6	7.6	7.6				84.8
	Patients Seen	18					14	14	17					19	14	17					15							18	13	12				171
	No Shows	1					1	0	0					0	0	0					1							0	1	0				4
	Patient Cancellations	3					1	1	0					0	1	0					1							0	0	0				7
	Clinic Cancellations	0					0	0	0					0	0	0					0							0	0	2				2
	Pts. Per Available Hour	2.3					1.8	1.8	2.2					2.5	1.8	2.1					2.0							2.4	1.7	1.6				2.0
	No Show Rate	5%					6%	0%	0%					0%	0%	0%					6%							0%	7%	0%				2%
	Patient Cancel Rate	14%					6%	7%	0%					0%	7%	0%					6%							0%	0%	0%				4%
Clinic Cancel Rate	0%					0%	0%	0%					0%	0%	0%					0%							0%	0%	14%				1%	

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Rebecca Humphries	Patient Hours Available					8	7.6	7	8			6.6	8	3	6.5					8	7.6	3.3	8			8							89.6
	Patients Seen					2	4	3	5			1	1	3	1					7	5	2	4			5							43
	No Shows					1	1	0	0			0	0	0	2					0	0	1	1			0							6
	Patient Cancellations					0	0	0	0			0	0	0	0					1	2	0	1			0							4
	Clinic Cancellations					0	0	0	0			0	0	0	0					0	0	0	0			0							0
	Pts. Per Available Hour					0.3	0.5	0.4	0.6			0.2	0.1	1.0	0.2					0.9	0.7	0.6	0.5			0.6							0.5
	No Show Rate					33%	20%	0%	0%			0%	0%	0%	67%					0%	0%	33%	17%			0%							11%
	Patient Cancel Rate					0%	0%	0%	0%			0%	0%	0%	0%					13%	29%	0%	17%			0%							8%
Clinic Cancel Rate					0%	0%	0%	0%			0%	0%	0%	0%					0%	0%	0%	0%			0%								0%

Occ. Health	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
MA Chargeable Visit	Patients Seen	0			0	0	0	0	0			0	0	0	0	0			0	0	0	0	0			0	0	0	0	0			0

PMC TOTALS	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
	Patient Hours Available	8			8	16	23.2	22.6	15.6			6.6	8	18.2	22.5	8			8	16	15.2	3.3	8			16	8	15.6	15.6	7.6			270
	Patients Seen	18			16	19	30	30	22			1	1	40	26	17			20	26	20	2	4			19	18	31	26	12			398
	No Shows	1			0	1	2	0	0			0	0	1	6	0			1	0	1	1	1			1	0	1	1	0			18
	Patient Cancellations	3			0	1	1	2	0			0	0	0	2	0			1	1	3	0	1			1	0	1	0	0			17
	Clinic Cancellations	0			0	0	0	0	0			0	0	0	0	0			0	0	0	0	0			0	0	0	0	2			2
	Pts. Per Available Hour	2.3			2.0	1.2	1.3	1.3	1.4			0.2	0.1	2.2	1.2	2.1			2.5	1.6	1.3	0.6	0.5			1.2	2.3	2.0	1.7	1.6			1.5
	No Show Rate	5%			0%	5%	6%	0%	0%			0%	0%	2%	18%	0%			5%	0%	4%	33%	17%			5%	0%	3%	4%	0%			4%
	Patient Cancel Rate	14%			0%	5%	3%	6%	0%			0%	0%	0%	6%	0%			5%	4%	13%	0%	17%			5%	0%	3%	0%	0%			4%
	Clinic Cancel Rate	0%			0%	0%	0%	0%	0%			0%	0%	0%	0%	0%			0%	0%	0%	0%	0%			0%	0%	0%	0%	14%			0%

**IONE COMMUNITY CLINIC - MARCH 2024**

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Eileen McElligott	Patient Hours Available				8	4		7.6				8	8		6.5				8	8		8				8	8		6.5				88.6
	Patients Seen				11	3		16				16	10		7				13	9		15				8	9		10				127
	No Shows				0	0		0				1	0		0				0	3		1				0	0		0				5
	Patient Cancellations				1	1		0				1	1		0				0	0		1				1	2		0				8
	Clinic Cancellations				0	0		0				0	0		0				0	0		0				0	0		0				0
	Pts. Per Available Hour				1.4	0.8		2.1				2.0	1.3		1.1				1.6	1.1		1.9				1.0	1.1		1.5				1.4
	No Show Rate				0%	0%		0%				6%	0%		0%				0%	25%		6%				0%	0%		0%				4%
	Patient Cancel Rate				8%	25%		0%				6%	9%		0%				0%	0%		6%				11%	18%		0%				6%
Clinic Cancel Rate				0%	0%		0%				0%	0%		0%				0%	0%		0%				0%	0%		0%				0%	

**IRRIGON MEDICAL CLINIC - MARCH 2024**

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Jamie Reed, LCSW	Patient Hours Available	8			8	8	8	7					8	7	8	8			8	8	8	7.6					8		8	8			125.6
	Patients Seen	3			4	5	4	3					6	5	4	4			3	4	5	4					8		5	7			74
	No Shows	0			0	0	1	5					0	0	0	0			1	0	1	1					0		1	0			10
	Patient Cancellations	0			0	0	0	1					1	1	0	0			0	0	1	0					0		0	2			6
	Clinic Cancellations	0			0	0	0	0					0	0	0	0			0	0	0	0					0		0	0			0
	Pts. Per Available Hour	0.4			0.5	0.6	0.5	0.4					0.8	0.7	0.5	0.5			0.4	0.5	0.6	0.5					1.0		0.6	0.9			0.6
	No Show Rate	0%			0%	0%	20%	56%					0%	0%	0%	0%			25%	0%	14%	20%					0%		17%	0%			11%
	Patient Cancel Rate	0%			0%	0%	0%	11%					14%	17%	0%	0%			0%	0%	14%	0%					0%		0%	22%			7%
Clinic Cancel Rate	0%			0%	0%	0%	0%					0%	0%	0%	0%			0%	0%	0%	0%					0%		0%	0%			0%	
Jon Watson, PA	Patient Hours Available				8	8	8	8				8	8	8					8	8	8					8	8	8	8			112	
	Patients Seen				19	18	20	20				19	21	16					21	15	18					19	19	18	17			260	
	No Shows				1	2	1	1				2	1	3					0	3	2					3	0	0	2			21	
	Patient Cancellations				1	1	0	0				1	2	2					0	1	1					0	0	1	2			12	
	Clinic Cancellations				0	0	0	0				0	0	0					0	0	0					0	1	0	0			1	
	Pts. Per Available Hour				2.4	2.3	2.5	2.5				2.4	2.6	2.0					2.6	1.9	2.3					2.4	2.4	2.3	2.1			2.3	
	No Show Rate				5%	10%	5%	5%				9%	4%	14%					0%	16%	10%					14%	0%	0%	10%			7%	
	Patient Cancel Rate				5%	5%	0%	0%				5%	8%	10%					0%	5%	5%					0%	0%	5%	10%			4%	
Clinic Cancel Rate				0%	0%	0%	0%				0%	0%	0%					0%	0%	0%					0%	5%	0%	0%			0%		
Vicki Kent, FNP	Patient Hours Available	8						8	8						8	8						8	8					8	8			72	
	Patients Seen	13						15	13						12	7						15	14					13	12			114	
	No Shows	3						2	0						2	3						1	0					2	2			15	
	Patient Cancellations	0						1	0						2	2						0	0					0	1			6	
	Clinic Cancellations	0						0	0						0	0						0	0					0	0			0	
	Pts. Per Available Hour	1.6						1.9	1.6						1.5	0.9						1.9	1.8					1.6	1.5			1.6	
	No Show Rate	19%						11%	0%						13%	25%						6%	0%					13%	13%			11%	
	Patient Cancel Rate	0%						6%	0%						13%	17%						0%	0%					0%	7%			4%	
Clinic Cancel Rate	0%						0%	0%						0%	0%						0%	0%					0%	0%			0%		
Occ. Health	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
MA Chargeable Visit	Patients Seen	0			0	0	0	0	0				0	0	0	0				0	0	0	0	0			0	0	0	0	0		0
IMC TOTALS	Patient Hours Available	16			16	16	16	23	8			8	16	15	16	16			16	16	16	15.6	8			8	16	8	24	16			309.6
	Patients Seen	16			23	23	24	38	13			19	27	21	16	11			24	19	23	19	14			19	27	18	35	19			448
	No Shows	3			1	2	2	8	0			2	1	3	2	3			1	3	3	2	0			3	0	0	5	2			46
	Patient Cancellations	0			1	1	0	2	0			1	3	3	2	2			0	1	2	0	0			0	0	1	2	3			24
	Clinic Cancellations	0			0	0	0	0	0			0	0	0	0	0			0	0	0	0	0			0	1	0	0	0			1
	Pts. Per Available Hour	1.0			1.4	1.4	1.5	1.7	1.6			2.4	1.7	1.4	1.0	0.7			1.5	1.2	1.4	1.2	1.8			2.4	1.7	2.3	1.5	1.2			1.4
	No Show Rate	16%			4%	8%	8%	17%	0%			9%	3%	11%	10%	19%			4%	13%	11%	10%	0%			14%	0%	0%	12%	8%			9%
	Patient Cancel Rate	0%			4%	4%	0%	4%	0%			5%	10%	11%	10%	13%			0%	4%	7%	0%	0%			0%	0%	5%	5%	13%			5%
Clinic Cancel Rate	0%			0%	0%	0%	0%	0%			0%	0%	0%	0%	0%			0%	0%	0%	0%	0%			0%	4%	0%	0%	0%	0%			0%

**BOARDMAN IMMEDIATE CARE - MARCH 2024**

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Justin Cameron, PA	Patient Hours Available	8				8	8	8	8				8	8	8	8				8	8	8	8				8	8	8	8			136
	Patients Seen	12				7	3	4	13				10	7	4	6				6	6	5	9				11	5	8	0			116
	No Shows	0				0	0	0	0				0	1	1	1				0	1	1	0				0	0	0	0			5
	Patient Cancellations	0				0	0	0	0				0	0	0	0				0	0	0	0				0	0	0	0			0
	Clinic Cancellations	0				0	0	0	0				0	0	0	0				0	0	0	0				0	0	0	0			0
	Pts. Per Available Hour	1.5				0.9	0.4	0.5	1.6				1.3	0.9	0.5	0.8				0.8	0.8	0.6	1.1				1.4	0.6	1.0	0.0			0.9
	No Show Rate	0%				0%	0%	0%	0%				0%	13%	20%	14%				0%	14%	17%	0%				0%	0%	0%	0%			4%
	Patient Cancel Rate	0%				0%	0%	0%	0%				0%	0%	0%	0%				0%	0%	0%	0%				0%	0%	0%	0%			0%
	Clinic Cancel Rate	0%				0%	0%	0%	0%				0%	0%	0%	0%				0%	0%	0%	0%				0%	0%	0%	0%			0%

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	
Terri Dickens, LCSW	Patient Hours Available																																	0
	Patients Seen																																	0
	No Shows																																	0
	Patient Cancellations																																	0
	Clinic Cancellations																																	0
	Pts. Per Available Hour																																	0.0
	No Show Rate																																	0%
Patient Cancel Rate																																	0%	
Clinic Cancel Rate																																	0%	

Occ. Health	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
MA Chargeable Visit	Patients Seen	0				0	0	0	0				1	0	0	0				0	0	0	0				0	0	0	0			1

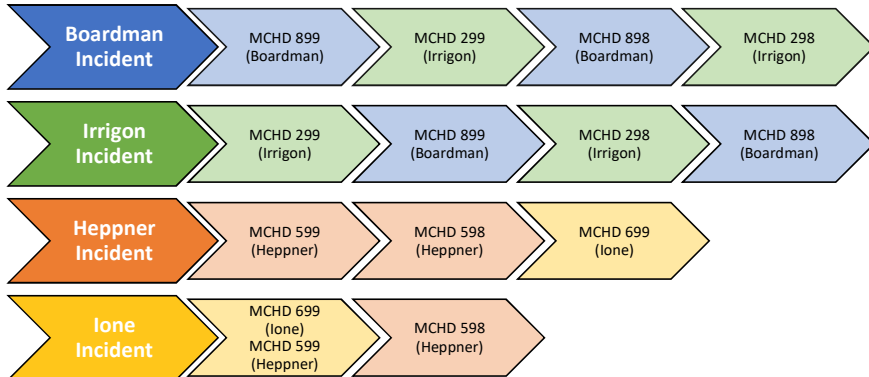
BIC TOTALS	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
BIC TOTALS	Patient Hours Available	8				8	8	8	8				8	8	8	8				8	8	8	8				8	8	8	8			136
	Patients Seen	12				7	3	4	13				10	7	4	6				6	6	5	9				11	5	8	0			116
	No Shows	0				0	0	0	0				0	1	1	1				0	1	1	0				0	0	0	0			5
	Patient Cancellations	0				0	0	0	0				0	0	0	0				0	0	0	0				0	0	0	0			0
	Clinic Cancellations	0				0	0	0	0				0	0	0	0				0	0	0	0				0	0	0	0			0
	Pts. Per Available Hour	1.5				0.9	0.4	0.5	1.6				1.3	0.9	0.5	0.8				0.8	0.8	0.6	1.1				1.4	0.6	1.0	0.0			0.9
	No Show Rate	0%				0%	0%	0%	0%				0%	13%	20%	14%				0%	14%	17%	0%				0%	0%	0%	0%			4%
	Patient Cancel Rate	0%				0%	0%	0%	0%				0%	0%	0%	0%				0%	0%	0%	0%				0%	0%	0%	0%			0%
	Clinic Cancel Rate	0%				0%	0%	0%	0%				0%	0%	0%	0%				0%	0%	0%	0%				0%	0%	0%	0%			0%

2024	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	0.6	4.8	21	0.2	1.2	26	1.2	2.0	41	2.0	2.0	1	1.3	10.0	30	2.0	7.5	11	0.0	0.0	0
Transfers January	0.0	0.0	0	0.0	0.0	0	0.0	0.0	0	2.0	21.0	1	3.0	18.6	10	4.5	19.6	4	0.0	0.0	0
9-1-1 February	0.4	1.8	72	0.0	0.0	0	1.0	2.1	30	0.0	0.0	0	2.0	4.9	24	0.5	3.6	1	0.0	0.0	0
Transfers February	0.0	0.0	0	0.0	0.0	0	0.0	0.0	0	0.5	26.8	2	4.0	23.3	3	1.0	12.7	9	0.0	0.0	0
9-1-1 March	0.6	2.0	9	1.0	1.2	1	0.8	1.0	10	0.0	0.0	0	1.6	4.9	7	0.0	0.0	0	0.0	0.0	0
Transfers March	0.0	0.0	0	2.6	4.5	2	0.0	0.0	0	0.0	0.0	0	2.1	18.5	5	0.5	0.5	3	0.0	0.0	0
9-1-1 April																					
Transfers April																					
9-1-1 May																					
Transfers May																					
9-1-1 June																					
Transfers June																					
9-1-1 July																					
Transfers July																					
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Transfers August																					
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9-1-1 October																					
Transfers October																					
9-1-1 November																					
Transfers November																					
9-1-1 December																					
Tranfers December																					
<b>TOTAL</b>			102			29			81			4			79			28			0

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

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

\*Note that response times are not adjusted for miles traveled.





**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

In order to serve on the Morrow County Health District Board of Directors, you must reside in Morrow County and you must not be employed by Morrow County Health District.

Full Name Janet Greenup	Address 225 W Baltimore PO Box 301
Phone 541-561-6768	Email janetgreenup@gmail.com

We appreciate you taking the time to answer these questions, which will be used by the Board during the selection process.

Please tell us about your leadership qualities:  
I have given presentations at a State Convention for Soil & Water, I am fair, an excellent listener and follow rules and regulations. I can be a leader or part of a team.

Please tell us about any previous board experience you may have:  
I am currently the Chair of the Heppner Cemetery Maintenance District, I was a member of the Heppner Housing Authority Board of Directors, I am the Chair of the Saint Patrick Altar Society, I worked for the Morrow SWCD for 43 years-the last 15 years as District Manager.

Please tell us about any experience you may have with a health district or healthcare in general:  
I don't have any experience with a health district, I was the care taker of our daughter when she had MRSA and needed antibiotics twice a day through a PICC line. I have been an advocate for family after surgeries when nurses were short handed.

Please describe your community involvement:  
I have been involved with Wranglers Riding Club, Cowboy Breakfast during Fair & Rodeo, I am a volunteer with the Heppner Water Control, I have been a member of the Heppner Chamber of Commerce, Heppner Housing Authority and am a volunteer coordinator with St. Patrick Church

Please share any other information you would like us to know (education, experience, etc.):  
I was born at Pioneer Memorial Hospital, I delivered our four daughters at PMH, my Doctors were at the PMH Clinic. Two of our daughters are in the medical field.

What is your vision for Morrow County Health District over the next five years?  
I see a strong Health District that serves all of Morrow County, that is part of the community and a place the community supports. I see a Health District that our senior citizens and aging community feels valued.

Please describe any conflicts of interest you may have:  
I don't have any conflicts of interest with the Morrow County Health District. I don't have any family members employed by Morrow County Health District.

*Janet Greenup*  
Signature

**April 15, 2024**  
Date





In order to serve on the Morrow County Health District Board of Directors, you must reside in Morrow County and you must not be employed by Morrow County Health District.

Full Name Jennifer Palmer	Address 57564 Redding Road Heppner OR 97836
Phone 541-379-0605	Email jennifer0murrays@gmail.com

We appreciate you taking the time to answer these questions, which will be used by the Board during the selection process.

<p><b>Please tell us about your leadership qualities:</b> I have been co-lead Pharmacy Technician for the past 22 years and have trained many pharmacy technicians at Murray Drugs in Heppner. I feel that I am level headed and listen closely before making decisions. I have taken a quiet leadership position in the store and help to manage pharmacy technicians and scheduling. I am a mom to four kids and have managed to help them, with my husband Jason, achieve great things while teaching them about honesty and integrity</p>
<p><b>Please tell us about any previous board experience you may have:</b> I have no Board experience but I am excited to learn and serve on the Board. I care about our Health District and I want to see it succeed well into the future.</p>
<p><b>Please tell us about any experience you may have with a health district or healthcare in general:</b> I have been a Pharmacy Technician for nearly 30 years. I started out in an independent pharmacy, Red Cross Drug, in LaGrande, eventually being responsible for compounding. I began working for Murray's in 2002 and worked retail primarily before becoming the tech at PMH. I received my certificate to give vaccinations during Covid and have given more than 1000 vaccines over the past few years.</p>
<p><b>Please describe your community involvement:</b> I have organized many vaccine clinics in our store over the past few years, even going as far as organizing and traveling to sites around Morrow, Umatilla and Union counties to give vaccines. I feel very strongly about giving people access to vaccines in our communities. I attend the Willow Creek Baptist Church and have been involved in service projects involving sewing. I was also a 4H leader for a year and taught six 10-13 year olds how to sew.</p>
<p><b>Please share any other information you would like us to know (education, experience, etc.):</b> I graduated from Imbler High School in 1990 and spent only 1 year in college, EOU, before deciding college was not for me. I spent a few years trying out a few different jobs before being hired on the spot by Red Cross Drug in 1994. I have been married to Jason for almost 24 years. I consider myself a loyal person and my personal integrity and values drive me to high standards in the workplace and in my personal life.</p>
<p><b>What is your vision for Morrow County Health District over the next five years?</b> As I have stated before, I care deeply about our Health District. I would love to see the EMS program be offered again in the North and South County. I would love to see a strong nursing staff at the hospital as we have had in the past. I would love to see the District retain loyal employees and create an atmosphere of family again. I would also love to see the District find Doctors who are willing to stick around and make these little communities their home. I would also love to see unity between the South and North County by offering more services, expansion of BIC and an LTC home in Boardman.</p>
<p><b>Please describe any conflicts of interest you may have:</b> I am an employee of Murray Drugs, who has a contract to perform pharmacy services with the Health District and I am the pharmacy technician at PMH currently and plan to be for many more years.</p>

Signature 

Date 4/17/2024



# 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

In order to serve on the Morrow County Health District Board of Directors, you must reside in Morrow County and you must not be employed by Morrow County Health District.

Full Name Donna M. Rietmann	Address 70595 Dave Rietmann Road ,Ione, OR 97843
Phone 541 701-7216	Email donna.rietmann@gmail.com

We appreciate you taking the time to answer these questions, which will be used by the Board during the selection process.

<p>Please tell us about your leadership qualities: Co-owner and partner in JDR Farms Coordinator Ione Education Foundation Annual Fundraising dinner and auction</p>
<p>Please tell us about any previous board experience you may have: Morrow County Road Committee Member Ione Community Church, Deacon</p>
<p>Please tell us about any experience you may have with a health district or healthcare in general: I have used the services of Pioneer Memorial Hospital, Pioneer Memorial Clinic, Ione Community Clinic and Emergency Medical Services.</p>
<p>Please describe your community involvement: Ione Education Foundation, member/volunteer, School chaperone for international club travel abroad, Classroom Volunteer Ione Community School</p>
<p>Please share any other information you would like us to know (education, experience, etc.): Education: Blue Mt. Community College, Eastern Oregon State College, State of Oregon Real Estate License 40 years business experience in agriculture</p>
<p>What is your vision for Morrow County Health District over the next five years? Continue to provide health care for rural Morrow County Residents. I live 10 miles outside the city limits of Ione and our daughter and her family live 15 miles outside of Arlington and 15 miles outside of Ione. I understand the challenges that older rural residents and young families face.</p>
<p>Please describe any conflicts of interest you may have: None</p>

*Donna M. Rietmann*

Signature

April 17, 2024

Date

## What is H2OEO?

Water for Eastern Oregon (H2OEO) is a non-profit coalition of businesses and community organizations in Morrow and Umatilla counties dedicated to **supporting efforts to provide clean drinking water to every household and resident in our region.** We do this by:

### 1 Sharing Information in Our Communities

We filled a gap identified by the Oregon Health Authority and local health departments by providing drinking water, testing, filtration systems, and educational materials.

- **Distributed** more than 4,300 fact sheets through schools, community organizations, and to our own employees.
- **Created** the H2OEO.org website to share state and county health resources, with more than 500 unique visitors.
- **Conducted** a phone survey and information call to 138 domestic well users identified by OHA as “hard to reach.”
- **Invited** more than 800 employees to participate in a survey to understand barriers to testing and communication.

As a result of these public and private partnership efforts, we have helped achieve\* the following:

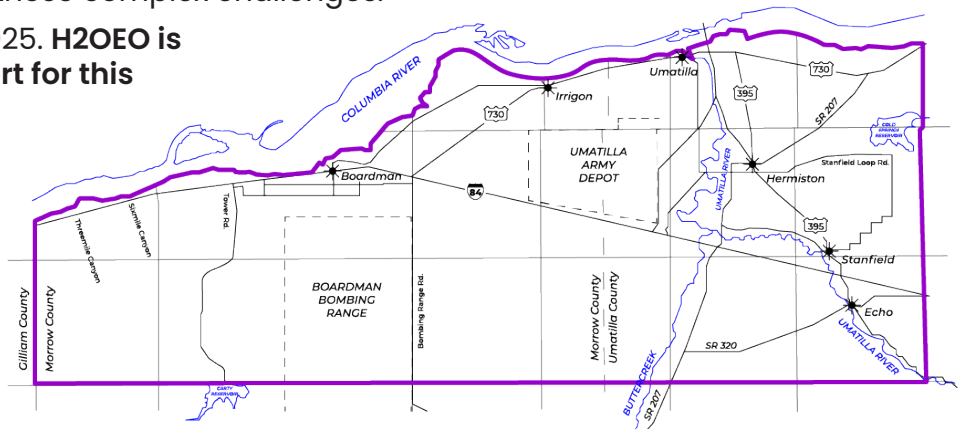
**1,660** wells have been tested (370 testing above 10mg/L)     **424** households receiving water delivery     **55** filtration systems have been installed

\* as of 12/31/2023

### 2 Supporting Meaningful Scientific Research

H2OEO supports the work of the Lower Umatilla Basin Groundwater Management Area (LUBGWMA) Committee, which is tasked with developing solutions to reduce nitrate concentration levels in the Basin.

- Lawmakers have funded an academic researcher to produce peer-reviewed science on the vast, structurally complex Basin. **The underlying aquifer is more like a network of sponges than a single lake.** Tracking migration patterns of nitrate plumes is challenging, but essential to developing effective solutions.
- Identifying nitrate contributions from a variety of urban, rural, septic, agricultural and other sources is important to address these complex challenges.
- Initial findings are expected in 2025. **H2OEO is advocating for continued support for this critical research.**
- In early 2024, following advocacy from H2OEO and other stakeholders, **a new state-level position was created to serve as liaison between state agencies and the LUBGWMA.**



## 3

### Taking Action to Reduce Nitrate Concentration

While we support a science-driven, long-term solution, businesses and landowners are already taking actions, like those recommended in the LUBGWMA action plan:

- **Reducing water outflows** and reuse in the winter by shifting processors' maintenance schedules to avoid putting high demands on the Port of Morrow during winter months.
- **Leveraging technology** and implementing new filtration technology to reduce water outflows.
- **Supporting continued research and monitoring** of nitrogen and irrigation applications, such as agronomic nitrogen uptake rates across the seasons.
- **Investing more than \$50 million** in improvements in water usage, pretreatment, and efficiency over the past several years.
- **Creating new diversion systems** and other tactics to reduce water use by as much as 10% for the same production level.
- **Updating industrial reuse application permits** to better adapt to today's best management practices while increasing the level of certainty that the public is protected.

**These efforts are above and beyond regulatory requirements.** They combine with the Port of Morrow's \$500 million investment to treat industrial reuse water, build storage to eliminate wintertime application, and acquire additional land for application, all with a goal of reducing nitrate concentrations.

### What's at Stake

We recognize that nitrate issues in the LUBGWMA have been around for decades and will **require a coordinated, collaborative effort to make a meaningful difference.**

We also realize that inaction not only delays progress ensuring clean drinking water is available to every resident and household in our communities, it increases the likelihood of rushed and short-sighted actions that fail to protect groundwater resources while carrying potentially devastating collateral damage.

Comprehensive, long-term solutions created through local collaboration by local leaders are the best path forward.

### Join the H2OEO Mission

Water for Eastern Oregon is working to expand our 501c4 organization by hiring a part-time executive director and ensuring businesses continue to play a role in finding scientifically-driven solutions. There are multiple levels of support to participate in this effort.

Level	Criteria	Benefits
Member	\$15,000	Board membership (if desired), fiscal oversight, officer eligibility
Associate	\$5,000	Organizational direction at quarterly board meetings
Ally	\$500 (optional)	Participation in quarterly board meetings, access to materials

**For more information or to join our mailing list, email us at [info@h2oeo.org](mailto:info@h2oeo.org).**

*H2OEO founding contributors and partners include: AgriNorthwest, Amazon, Beef Northwest, Boardman Foods, Calbee America, Food Northwest, Lamb Weston, Tillamook County Creamery Association, and Threemile Canyon Farms.*

April 29, 2024

**Human Resources & Payroll System Bids**

The regulatory landscape surrounding human resources has become more complex in recent years, which has created additional areas of risk exposure for MCHD and other entities. Within the area of human resources, there are numerous areas of specialization (payroll, benefits administration, employee leave, Federal reporting, union relations, discipline and investigations, recruiting and retention, etc.) It is nearly impossible for any one person to be an expert in all areas. For this reason, it has become necessary for MCHD to consider engaging an outside vendor to assist with management of human resource functions. Additionally, with the electronic health record conversion from Thrive to Cerner, MCHD will need a new payroll system as 3R will no longer be included with the EHR.

**Based on pricing and the functionality of the software, the executive team recommends proceeding with ADP as a vendor.** The implementation timeframe is 12-16 weeks from the date the contract is signed.

Cost comparisons account for 190 employees (includes full-time, part-time, and occasional part-time).

Vendor	Estimated Annual Cost	Notes
ADP	\$112,844	Includes all products outlined in contract / sales order. Additional implementation fee of \$3,000. First three months of service free (\$27,872 value).
Xenium	\$197,300	Includes HR and Payroll with Benefits Administration, EAP, ACA Reporting add-ons. Additional implementation fee of \$6,500.
Trupp	N/A	Does not include payroll – eliminated from consideration.



## Summary of Revenue Cycle Services Bids

Item for Bid	Bid Comparisons	Amount	Description
<b>Contracted Patient Account Biller – 1 FTE equivalent</b>	<ul style="list-style-type: none"> <li><b>Marcam Associates</b></li> </ul>	<b>\$45 per hour with max of 175 hours per month = \$7875/month</b>	<b>Cerner CommunityWorks trained</b>
	<ul style="list-style-type: none"> <li>GeBBS</li> </ul>	\$48 per hour \$8320/month	Limited prior Cerner software experience
	<ul style="list-style-type: none"> <li>TruBridge</li> </ul>	\$8000/month	Not specifically Cerner trained
<b>Thrive Insurance Work Down</b>	<ul style="list-style-type: none"> <li><b>Marcam Associates</b></li> </ul>	<b>9.5% contingency on claim payments</b>  <b>\$5000 one time Implementation fee</b>	<b>+Only applies to claim related payments no settlements or adjustments</b> <b>+Targeted at 6 month project</b> <b>+Includes payment posting in price</b>
	<ul style="list-style-type: none"> <li>Trubridge</li> </ul>	10.65% contingency on all collections  \$8,000 monthly payment posting fee	+Applies to claim payments and all settlements and capitation payments + Payment posting extra fee

Pioneer Memorial Hospital & Nursing Facility	Pioneer Memorial Home Health & Hospice	Pioneer Memorial Clinic	Irrigon Medical Clinic	Ione Community Clinic	Morrow County Ambulance	Boardman Immediate Care
P – (541) 676-9133 F – (541) 676-2901 TDD – (541) 676-2908	P – (541) 676-2946 F – (541) 676-9017	P – (541) 676-5504 F – (541) 676-9025	P – (541) 922-5880 F – (541) 922-5881	P – (541) 422-7128 F – (541) 422-7145	P – (541) 676-9133 F – (541) 676-2901	P- (541) 481-2900 F- (541) 481-2191

# 1 Morrow County Health District – SOW



## Statement of Work

Community Cash Management LLC DBA Marcam Associates, agrees to provide to below-identified client (“Client”) the professional services as described in this SOW (the “Description of Services”). Unless specifically defined herein, all capitalized terms used herein will have the meaning set forth in the fully executed Service Agreement. To the extent this SOW conflicts with the Service Agreement in any way, the terms of this SOW shall prevail. This SOW shall be effective upon the date counter signed by Marcam Associates and shall remain in force for a period of 180 days. Upon the expiration of this Statement of Work (SOW), the master agreement shall be reinstated and resume full effect.

Client Name:	Morrow County Health District	SOW Date:	04/24/2024
Client No.:	TBA	Sales Person:	Timothy Moore
Project Name:	FTE Biller	Service Type:	Professional Services
Client Contact:	Nicole R Mahoney	MA Task Contact:	Christine Telles
Task Number	875909		

## Scope of Work

### A. Description of Services

Marcam Associates will provide “FTE Biller” services to Client

- Client will ensure Cerner access is provided to Marcam Associates in a timely manner
- Client will ensure work queue access is provided and claims are appropriately routed for review
- Client will ensure appropriate payer access is to Marcam Associates in a timely manner
- Client will assign a liaison to work closely with team members and act as the point of contact (POC) for the project
- Likewise, Marcam Associates will also provide a liaison
- Marcam Associates will (“touch”) every account assigned to the work queue and review for appropriate claim adjudication. “Touch” is a meaningful action tot cause account resolution
- Marcam Associates will provided a weekly progress report
- Client will be invoiced on an hourly basis
- Minimum billing is one hour, then billed in 15-minute increments.
- Maximum billing hours for one calendar month is 175 hours.

### B. Project Contact

Marcam Associates Contacts	Client Contacts
<b>Project Contact:</b> Brittany St. Germain, CRCE Director of Revenue Cycle Marcam Associates (603) 923-2258 <a href="mailto:bstgermain@marcamassociates.com">bstgermain@marcamassociates.com</a>	<b>Project Contact:</b> Staci Hedman Patient Business Office Director Morrow County Health District (541) 676-2919 <a href="mailto:stacih@moco hd.org">stacih@moco hd.org</a>

### C. Work Location

Marcam Associates will perform the services defined in this SOW remotely. Upon authorization being granted by both parties, Marcam Associates’ resources will work on-site at Client’s facility when necessary for project meetings, data collection, and/or training.

### D. Fee Schedule + Invoicing

Marcam Associates will charge Client fees for the Professional Services at the rate set forth in the below table. Marcam Associates provides the total listed amount as an estimate to Client. Client understands that a multitude of circumstances can influence the actual time it takes to complete the Professional Services and that Marcam Associates' may exceed the estimated total set forth below. Accordingly, Client shall pay Marcam Associates for the actual time it takes to complete the Professional Services. Client will be invoiced for the services and any travel or related expenses associated with this project at the end of each month that the services are provided. Client shall pay such invoice within thirty (30) days of the date of such invoice.

### Fee Table

Task	Rate	Total/Terms
FTE Biller	\$45/hour	\$45/hour
*One hour minimum and includes training hours **Maximum 175 hours per month		

#### General Terms

- Sales Taxes.** Sales tax is not included in the amounts shown in this SOW and will be invoiced separately (as determined by all applicable tax jurisdictions). Client shall pay all such invoices within thirty (30) days of the date of the invoice.
- Change Order.** Should any changes to the scope, services, deliverables, estimating assumptions, or schedule established for this project occur; which would impact the time frame or fees, Marcam Associates will initiate its formal change control process and work with Client to agree on an appropriate course of action, which may result in additional fees. Unless specifically agreed to otherwise in writing by the parties, any additional services not identified in this SOW shall be performed on a time and materials basis following the execution of a change order at the then current rate.
- Travel and Cancellation Costs.** The fees for the Professional Services set forth in this SOW do not include out-of-pocket expenses such as travel, lodging, meals, or document production costs. Travel time and expenses will be billed in addition to such fees after the end of the month the expenses are incurred. Client shall pay all the invoices for the expenses within thirty (30) days of the date of such invoice. Client authorizes Marcam Associates to make the necessary travel arrangements required to deliver all the described Professional Services. Marcam Associates requires two (2) weeks advance notice for scheduling of resources. Client acknowledges that, once scheduled and committed, Marcam Associates may incur damage if Client cancels or reschedules the delivery of any of the Professional Services. Accordingly, resources may be rescheduled or canceled at no charge upon ten (10) business day's prior written notice. If Client reschedules or cancels without such prior written notice, Client shall be liable for actual expenses incurred by Marcam Associates. Client acknowledges that in the event of such rescheduling or cancellation, Client will be scheduled for the next available place in the service queue (i.e., bottom of queue). Marcam Associates will invoice Client for all foregoing expenses as incurred on a monthly basis and Client shall pay such invoices within thirty (30) days of the date of such invoice. Should Client be required to travel to Marcam Associates' facility, Client is responsible for its own travel and related expenses. All travel must be preapproved of by both parties.
- Client's Compliance with Law and Security Standards.** Client acknowledges that there are several federal, state and local laws, statutes, regulations, and requirements, as well as, industry standard security practices and standards related to and that govern Client's activities conducted in the pursuit or collection of debts and Client's use of the Marcam Associates' services or the results thereof to support such activities, including but not limited to the Fair Debt Collection Practices Act, Electronic Funds Transfer Act, Telephone Consumer Protection Act, and PCI (any and all such federal, state and local laws, statute, regulations, and requirements and security standards shall be referred to as "Laws and Standards"). Client will ensure that Client uses the results of the services under this SOW in compliance with such applicable Laws and Standards that Client assumes all risk and liability associated with this SOW and the services and deliverables provided hereunder. Further, Client acknowledges that it has not retained Marcam Associates to provide guidance, advice, or counsel with respect to compliance with such Laws and Standards and Client takes full responsibility for Client's own compliance with such Laws and Standards including Client's acquisition and use of the services and deliverables provided under this SOW.
- Disclaimers.** Accordingly, Marcam Associates hereby DISCLAIMS ALL EXPRESS, STATUTORY, OR IMPLIED WARRANTIES, REPRESENTATIONS OR COVENANTS OF ANY KIND WITH REGARD TO THE SERVICES AND ANY RESULTS OF THE SERVICES AND DELIVERABLES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR



### 3 Morrow County Health District – SOW

ACCEPTANCE PROCEDURES SET FORTH IN THE MASTER SERVICE AGREEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT AND/OR THOSE ARISING OR DEEMED TO HAVE ARISEN FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. Further, Marcam Associates shall not be liable to Client or any third party for any direct, indirect, consequential, special, exemplary, incidental or punitive damages of any kind or nature whatsoever (including without limitation lost profits, lost revenues, lost savings, lost opportunity, or harm to business), even if Marcam Associates has been advised of such damages and regardless of whether such damages would have been foreseeable. If this Section is deemed unenforceable for any reason, Marcam Associates' liability for any claim related to this SOW or the services or deliverables provided under the SOW shall not exceed the fees paid by Client for the Professional Services provided under this SOW.

6. Non-Solicitation. Marcam Associates has a protectible business interest in the stability of its workforce and incurs substantial costs and expenses in recruiting its personnel (both employees and subcontractors) and in providing specialized training to its personnel. As part of Marcam Associates' performance under this Statement of Work, Marcam Associates personnel will interact with and provide services to Client. Client agrees that restrictions against the solicitation, employment and/or engagement of Marcam Associates' personnel are necessary to protect Marcam Associates' business interests. During the term of the Master Service Agreement and the one (1) year period immediately following the termination of the Master Service Agreement (the "*Restricted Period*"), Client shall not: (i) solicit for employment or engagement or actually employ or engage a Restricted Employee; or (ii) cause Client's affiliates to solicit for employment or engagement or actually employ or engage a Restricted Employee. A "*Restricted Employee*" is an individual: (a) employed as an employee or contracted with as a subcontractor by Marcam Associates at any time during the term of the Master Service Agreement; and (b) who performed any training, support, implementation or other professional services or any other customer service duties and responsibilities for Client related to this SOW and/or the Master Service Agreement. Client acknowledges and agrees that it would be difficult, if not impossible, to calculate the monetary damages for any breach by Client of the restrictions in this Section. Accordingly, in addition to Marcam Associates' right to injunctive relief (to prevent future breaches of this Section) and any other relief to which Marcam Associates may be entitled, Client and Marcam Associates agree that if Client employs or engages a Restricted Employee in violation of this Section, Client shall be obligated to pay Liquidated Damages to Marcam Associates, immediately upon Marcam Associates' written demand for Liquidated Damages. "*Liquidated Damages*" shall be defined as 150% of the annual Marcam Associates' salary of the Restricted Employee hired or engaged by Client in violation of this Section, in effect at the time the Restricted Employee's employment relationship with Marcam Associates terminates. Client further agrees that the Liquidated Damages are not an unlawful penalty. Client waives the right to argue that the Liquidated Damages are unreasonable or an unlawful penalty, and agrees that the Liquidated Damages are reasonably tied (to the extent possible) to the damages Marcam Associates will incur as a result of the Client's breach of this Section.

## 4 Morrow County Health District – SOW

### Approvals and Signatures

Your signature indicates, as a representative of Client that you have reviewed this SOW and agree that it is complete; and accurately addresses the purpose and scope of this project.

Please scan and email the **ENTIRE** Agreement to [tmoore@marcamassociates.com](mailto:tmoore@marcamassociates.com) for countersignature by Marcam Associates. You may also request this document be sent to you as an e-signature.

#### Marcam Associates

#### Morrow County Health District

By:	_____	By:	_____
Print Name:	<u>Timothy Moore</u>	Print Name:	_____
Title:	<u>Chief Executive Officer</u>	Title:	_____
Date:	_____	Date:	_____

*Valid for execution within 30 days of the SOW Date*



**Statement of Work**

Community Cash Management LLC DBA Marcam Associates, agrees to provide to below-identified client (“Client”) the professional services as described in this SOW (the “Description of Services”). Unless specifically defined herein, all capitalized terms used herein will have the meaning set forth in the fully executed Service Agreement. To the extent this SOW conflicts with the Service Agreement in any way, the terms of this SOW shall prevail. This SOW shall be effective upon the date counter signed by Marcam Associates and shall remain in force for a period of 180 days. Upon the expiration of this Statement of Work (SOW), the master agreement shall be reinstated and resume full effect.

Client Name:	Morrow County Health District	SOW Date:	04/24/2024
Client No.:	TBA	Sales Person:	Timothy Moore
Project Name:	Insurance Follow Up	Service Type:	Professional Services
Client Contact:	Nicole R Mahoney	MA Task Contact:	Christine Telles
Task Number	875908		

**Scope of Work**

**A. Description of Services**

Marcam Associates will provide “Insurance Follow Up/Thrive Workdown” services to Client

- Client will
  - ensure all system access and training is provided to Marcam Associates in a timely manner;
  - forward a list of insurance claims to be followed up to Marcam Associates;
    - and/or provide appropriate access to said claims within client system
    - and/or assign claims accurately to Marcam Associates
  - ensure all payer site access is provided and claims are appropriately routed for review;
  - provide copies of insurance forms previously submitted to carriers;
    - and/or provide appropriate access to said previously submitted claims to carriers within client system
  - submit a listing of all involved provider numbers (NPI);
  - assign a liaison to work closely with team members and act as the point of contact (POC) for the project
  - timely generate a monthly report demonstrating all payments received on claims for invoicing purposes
  - advise Marcam Associates of payments received on a timely basis
  - report payments for 90 days after termination of contract
  - remit payment timely
- Marcam Associates will
  - provide the necessary staffing at its call center located in Rochester, NH;
  - contact involved insurance companies concerning outstanding claims;
  - re-bill insurance carriers as requested;
  - provide client with a periodic list of those denied claims moved into a self-pay class when proper system access is awarded;
  - advise Client of those claims and/or amounts that need to be written off;
  - submit periodic lists of claims denials to Client for their disposition;
  - work with Client to accomplish billing to other insurance carriers, as determined;
  - keep confidential all protected healthcare information;
  - (“Touch”) every claim assigned to them and review for appropriate claim adjudication. “Touch” is a meaningful action to cause account resolution;
  - document work on the clean-up directly into Thrive
  - post payments associated with the contingent accounts in our work queue
  - provide weekly progress reports in the form of an executive summary;
  - monthly invoice client on a contingency basis;
  - assign a liaison to work closely with team members and act as the point of contact (POC) for the project;
  - keep confidential all protected healthcare information

## 2 Morrow County Health District – SOW

### B. Project Contact

Marcam Associates Contacts	Client Contacts
<b>Project Contact:</b> Brittany St. Germain, CRCE Director of Revenue Cycle Marcam Associates (603) 923-2258 <a href="mailto:bstgermain@marcamassociates.com">bstgermain@marcamassociates.com</a>	<b>Project Contact:</b> Staci Hedman Patient Business Office Director Morrow County Health District (541)676-2919 <a href="mailto:stacih@moco hd.org">stacih@moco hd.org</a>

### C. Work Location

Marcam Associates will perform the services defined in this SOW remotely. Upon authorization being granted by both parties, Marcam Associates’ resources will work on-site at Client’s facility when necessary for project meetings, data collection, and/or training.

## Fee Schedule, Travel, and Invoices

### D. Fee Schedule + Invoicing

Marcam Associates will charge Client fees for the Professional Services at the rate set forth in the below table. Marcam Associates provides the total listed amount as an estimate to Client. Client understands that a multitude of circumstances can influence the actual time it takes to complete the Professional Services and that Marcam Associates’ may exceed the estimated total set forth below. Accordingly, Client shall pay Marcam Associates for the actual time it takes to complete the Professional Services. Client will be invoiced for the services and any travel or related expenses associated with this project at the end of each month that the services are provided. Client shall pay such invoice within thirty (30) days of the date of such invoice.

## Fee Table

Task	Rate	Total/Terms
Implementation Fee	\$5,000.00	One time
Contingency on Payments	9.5%	Contingent
Hourly Adjustment Rate	\$45	Per Hour
*Contingency rate applied based upon payment only, excludes adjustments		
Rate will include: <ul style="list-style-type: none"> <li>• Hourly adjustment rate will be invoiced monthly. It will encompass the time spent posting adjustments.</li> <li>• Patient accounts representatives and direct support staff used to resolve the accounts.</li> <li>• 10 monthly hours of Management support is included in the above rate (no additional charge) and includes any strategic input, supervision, account organization, reporting, and feedback.</li> <li>• Workstation and related equipment and service (no additional charge).</li> </ul>		
•Overhead (no additional charge)		

### 3 Morrow County Health District – SOW

#### General Terms

1. Sales Taxes. Sales tax is not included in the amounts shown in this SOW and will be invoiced separately (as determined by all applicable tax jurisdictions). Client shall pay all such invoices within thirty (30) days of the date of the invoice.
2. Change Order. Should any changes to the scope, services, deliverables, estimating assumptions, or schedule established for this project occur; which would impact the time frame or fees, Marcam Associates will initiate its formal change control process and work with Client to agree on an appropriate course of action, which may result in additional fees. Unless specifically agreed to otherwise in writing by the parties, any additional services not identified in this SOW shall be performed on a time and materials basis following the execution of a change order at the then current rate.
3. Travel and Cancellation Costs. The fees for the Professional Services set forth in this SOW do not include out-of-pocket expenses such as travel, lodging, meals, or document production costs. Travel time and expenses will be billed in addition to such fees after the end of the month the expenses are incurred. Client shall pay all the invoices for the expenses within thirty (30) days of the date of such invoice. Client authorizes Marcam Associates to make the necessary travel arrangements required to deliver all the described Professional Services. Marcam Associates requires two (2) weeks advance notice for scheduling of resources. Client acknowledges that, once scheduled and committed, Marcam Associates may incur damage if Client cancels or reschedules the delivery of any of the Professional Services. Accordingly, resources may be rescheduled or canceled at no charge upon ten (10) business day's prior written notice. If Client reschedules or cancels without such prior written notice, Client shall be liable for actual expenses incurred by Marcam Associates. Client acknowledges that in the event of such rescheduling or cancellation, Client will be scheduled for the next available place in the service queue (i.e., bottom of queue). Marcam Associates will invoice Client for all foregoing expenses as incurred on a monthly basis and Client shall pay such invoices within thirty (30) days of the date of such invoice. Should Client be required to travel to Marcam Associates' facility, Client is responsible for its own travel and related expenses. All travel must be preapproved of by both parties.
4. Client's Compliance with Law and Security Standards. Client acknowledges that there are several federal, state and local laws, statutes, regulations, and requirements, as well as, industry standard security practices and standards related to and that govern Client's activities conducted in the pursuit or collection of debts and Client's use of the Marcam Associates' services or the results thereof to support such activities, including but not limited to the Fair Debt Collection Practices Act, Electronic Funds Transfer Act, Telephone Consumer Protection Act, and PCI (any and all such federal, state and local laws, statute, regulations, and requirements and security standards shall be referred to as "Laws and Standards"). Client will ensure that Client uses the results of the services under this SOW in compliance with such applicable Laws and Standards that Client assumes all risk and liability associated with this SOW and the services and deliverables provided hereunder. Further, Client acknowledges that it has not retained Marcam Associates to provide guidance, advice, or counsel with respect to compliance with such Laws and Standards and Client takes full responsibility for Client's own compliance with such Laws and Standards including Client's acquisition and use of the services and deliverables provided under this SOW.
5. Disclaimers. Accordingly, Marcam Associates hereby DISCLAIMS ALL EXPRESS, STATUTORY, OR IMPLIED WARRANTIES, REPRESENTATIONS OR COVENANTS OF ANY KIND WITH REGARD TO THE SERVICES AND ANY RESULTS OF THE SERVICES AND DELIVERABLES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR ACCEPTANCE PROCEDURES SET FORTH IN THE MASTER SERVICE AGREEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT AND/OR THOSE ARISING OR DEEMED TO HAVE ARISEN FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. Further, Marcam Associates shall not be liable to Client or any third party for any direct, indirect, consequential, special, exemplary, incidental or punitive damages of any kind or nature whatsoever (including without limitation lost profits, lost revenues, lost savings, lost opportunity, or harm to business), even if Marcam Associates has been advised of such damages and regardless of whether such damages would have been foreseeable. If this Section is deemed unenforceable for any reason, Marcam Associates' liability for any claim related to this SOW or the services or deliverables provided under the SOW shall not exceed the fees paid by Client for the Professional Services provided under this SOW.
6. Non-Solicitation. Marcam Associates has a protectible business interest in the stability of its workforce and incurs substantial costs and expenses in recruiting its personnel (both employees and subcontractors) and in providing specialized training to its personnel. As part of Marcam Associates' performance under this Statement of Work, Marcam Associates personnel will interact with and provide services to Client. Client agrees that restrictions against the solicitation, employment and/or engagement of Marcam Associates' personnel are necessary to protect Marcam Associates' business interests. During the term of the Master Service Agreement and the one (1) year period immediately following the termination of the Master Service Agreement (the "*Restricted Period*"), Client shall not: (i) solicit for employment or engagement or actually employ or engage a Restricted Employee; or (ii) cause Client's affiliates to solicit for employment or engagement or actually employ or engage a Restricted Employee. A "*Restricted Employee*" is an individual: (a) employed as an employee or contracted with as a subcontractor by Marcam Associates at any time during the term of the Master Service Agreement; and (b) who performed any training, support, implementation or other professional services or any other customer service duties and responsibilities for Client related to this SOW and/or the Master Service Agreement. Client acknowledges and agrees that it would be difficult,

#### 4 **Morrow County Health District – SOW**

if not impossible, to calculate the monetary damages for any breach by Client of the restrictions in this Section. Accordingly, in addition to Marcam Associates' right to injunctive relief (to prevent future breaches of this Section) and any other relief to which Marcam Associates may be entitled, Client and Marcam Associates agree that if Client employs or engages a Restricted Employee in violation of this Section, Client shall be obligated to pay Liquidated Damages to Marcam Associates, immediately upon Marcam Associates' written demand for Liquidated Damages. "*Liquidated Damages*" shall be defined as 150% of the annual Marcam Associates' salary of the Restricted Employee hired or engaged by Client in violation of this Section, in effect at the time the Restricted Employee's employment relationship with Marcam Associates terminates. Client further agrees that the Liquidated Damages are not an unlawful penalty. Client waives the right to argue that the Liquidated Damages are unreasonable or an unlawful penalty, and agrees that the Liquidated Damages are reasonably tied (to the extent possible) to the damages Marcam Associates will incur as a result of the Client's breach of this Section.

## 5 Morrow County Health District – SOW

### Approvals and Signatures

Your signature indicates, as a representative of Client that you have reviewed this SOW and agree that it is complete; and accurately addresses the purpose and scope of this project.

Please scan and email the **ENTIRE** Agreement to [tmoore@marcamassociates.com](mailto:tmoore@marcamassociates.com) for countersignature by Marcam Associates. You may also request this document be sent to you as an e-signature.

#### Marcam Associates

#### Morrow County Health District

By:	_____	By:	_____
Print Name:	<u>Timothy Moore</u>	Print Name:	_____
Title:	<u>Chief Executive Officer</u>	Title:	_____
Date:	_____	Date:	_____

*Valid for execution within 30 days of the SOW Date*



**Pioneer Memorial Hospice Quality Assessment & Performance Improvement**

**42 CFR § 418.58 - Condition of participation: Quality assessment and performance improvement.**

**Measure:** Hospice Visits in the Last Days of Life (HVLDL)

**Description:** This measure assesses hospice staff visits to patients at the end of life. This measure is constructed from Medicare hospice claims records. It indicates the hospice provider’s proportion of patients who have received in person visits from a registered nurse or medical social worker on at least two out of the final three days of the patient’s life.

**Numerator:** The numerator of this measure is the number of patient stays in the denominator in which the patient and/or caregiver received in person visits from registered nurses or medical social workers on at least two of the final three days of the patient’s life, as captured by hospice claims records.

**Note:**

- Any visits occurring after the time of the patient’s death do not count towards the measure score.
- Due to low numbers this will be tracking ongoing.

**Denominator:** All Medicare hospice decedents discharged to death within the time period of the data.

**Denominator Exclusions:**

- Patient did not die under hospice care as indicated by reason for discharge.
- Patient received any continuous home care, respite care, or general inpatient care in the final three days of life.
- Patient was enrolled in hospice less than three days.

**Note:**

- HVLDL looks at visits in the last three days of life; patients must receive hospice services for at least three days to be included in the measure.

**2023 Measure Performance:** 63.6%

**2024 Measure Goal:** 100%

**General Hospice information:**

July 1, 2022 - June 30, 2023

- Admitted 29 people to hospice service
  - 18 Morrow County
  - 11 Gilliam County
- 30 patients died while on hospice service
- Average Length of Stay (LOS) of 55 days
- LOS ranging from 3 days to 365 days

Pioneer Memorial Hospital & Nursing Facility	Pioneer Memorial Home Health & Hospice	Pioneer Memorial Clinic	Irrigon Medical Clinic	Ione Community Clinic	Morrow County Ambulance	Boardman Immediate Care
P – (541) 676-9133 F – (541) 676-2901 TDD – (541) 676-2908	P – (541) 676-2946 F – (541) 676-9017	P – (541) 676-5504 F – (541) 676-9025	P – (541) 922-5880 F – (541) 922-5881	P – (541) 422-7128 F – (541) 422-7145	P – (541) 676-9133 F – (541) 676-2901	P- (541) 481-2900 F- (541) 481-2191



## PHYSICIAN EMPLOYMENT AGREEMENT

This Physician Employment Agreement ("Agreement") is entered into this 1st day of May 2024 by and between the Morrow County Health District, a political subdivision of the State of Oregon ("District") and Michael Metzler, MD ("Physician"). The commencement date of this Agreement shall be as set forth in Section 4.1.

### RECITALS

- A. Physician shall be licensed to practice medicine in Oregon. Failure to become licensed or maintain license shall render this contract NULL AND VOID.
- B. District owns and manages rural health care clinics ("Clinics"); located at 130 Thompson, Heppner; 220 North Main, Irrigon; 365 West 3rd Street, Ione; 101 Kinkade Road, Boardman; 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:

<b>Pioneer Memorial Clinic</b>	N/A
<b>Irrigon Medical Clinic</b>	N/A
<b>Ione Community Clinic</b>	N/A
<b>Boardman Immediate Care</b>	N/A

<b>ER (On Call)</b>	Shared call with other providers as agreed upon.
<b>Hospital Patients</b>	As agreed upon / and required if taking ER call.
<b>Procedures</b>	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 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.

**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. 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.

- d. 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 will be paid at 1.5 times the hourly rate. All compensation to Physician shall be subject to normal payroll withholdings and deductions.
- 3.2 Employee Benefits:** Physician is eligible for MCHD retirement tax-deferred programs (457 and 403b).
- 3.3 Vacation, Sick Leave, Holidays, and Continuing Education:** No vacation or holiday leave is applicable. Physician shall accrue sick time as provided for under Oregon law.
- 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 May 1, 2024 and shall continue through April 30, 2027 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. Either party 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 18 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:  
Michael Metzler, MD

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

**6.8**        **Compliance with Law:**

- a. Medicare Disclosure Provision. For the purpose of implementing Section 1861(v) (1) (i) of the Social Security Act, as amended and any written regulation thereto, District agrees to comply with the following statutory requirement governing the maintenance of documentation to verify the cost of services rendered pursuant to this Agreement. Until the expiration of four years after furnishing of the services provided under this Agreement, Physician shall, upon written request, make available to the Secretary of the US Department of Health and Human Services or, upon written or oral request make available to the US Comptroller General, and their representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of the cost of those services. If District, through its employee physicians, or contract physicians, carries out the duties of this Agreement through a subcontract for ten thousand dollars (\$10,000) or more, over a twelve (12) month period, with a related organization, the subcontract will also contain an access clause to permit the Secretary, Comptroller General, and their representatives access to the related organizations, books, and records.
  
- b. No Reciprocation Outside Agreement. The parties hereby acknowledge and agree that none of the benefits derived hereunder require or are in any way contingent upon the admission, recommendation, referral, or any other arrangement for the provision of any item or service by any of the parties to any entity or person, including but not limited to District. Further, no party hereto has entered into this

Agreement with the intention of inducing or accepting inducement for such referrals.

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

**6.9 Termination in the Event of Government Action:** If any legislation, rules, regulations or procedures are duly passed, adopted or implemented by any federal, state or local government or legislative body, or private agency, or if District or Physician receives notice of any actual or threatened decision, finding, or action by any governmental or private agency, court, or other third party (collectively referred to as "Action") which, if and when implemented, would have the effect of (i) denying expected reimbursement for all or a substantial portion of the professional fees charged for professional services rendered by District, or (ii) subjecting Physician or District or any of their officers, directors, employees or agents to civil or criminal prosecution, or other adverse proceeding in relation to this Agreement, Physician and District shall attempt to amend this Agreement or alter the operation of District or Physician's practice herein in order to avoid the action. If the parties hereto, acting in good faith, are unable to make amendments or alterations to meet the requirements of the agency, court or third party in question in sufficient time to avoid the Action, or alternatively, the parties determine in good faith that compliance with such requirements is impractical or unfeasible, this Agreement shall immediately terminate.

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

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

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

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

**6.14**      **Confidentiality:**

- a. Except as required by law, no party hereto shall disclose this Agreement, the substance of either this Agreement or any information it shall acquire in the course of its performance hereunder to any person or entity who or which is not a party hereto, except to those employees or agents of either party, including accountants and attorneys, whose assistance is necessary to either party's performance of its respective duties and obligations hereunder. In the event that one of the parties hereto discloses the terms of this Agreement to any third party not authorized to receive said disclosures, such shall be grounds for immediate termination of this Agreement, as determined by District in its sole discretion.
- b. All patient lists and demographic and marketing information regarding District's medical practice is the personal property of District and constitutes confidential trade secrets of District, which comprise the substance of District's business. The unauthorized use, reproduction, or dissemination or publication of such information constitutes a violation of District's exclusive right to the use of such information, and any action or attempt on the part of Physician to utilize such records for any purpose not specifically permitted hereunder shall give rise to a right to recover damages and obtain injunctive and any other relief available under Oregon law on the part of District. Physician expressly acknowledges and agrees that all patients to whom medical services may be rendered under the terms of this agreement are and will remain District's patients.
- c. Any patient information received by or divulged to Physician with respect to patients of District is privileged and shall not be divulged except as required by law or as permitted by law for medical professional purposes, and in accordance with any applicable rules and regulations of District, without the prior express written permission of the patient.

**6.15 District Right To Hire Other Physicians and Engage in Other Businesses:**

District, at its sole and absolute discretion, shall have the right at any time to enter into agreements with any other physician with whom District wishes to employ or contract with for the purpose of providing professional services to District's patients and to engage in any business or professional activities of any kind or nature whatsoever.

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

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

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

**6.19 Conduct:**

- a. In accordance with District's zero tolerance to drugs policy, Physician agrees to abstain from the use of alcohol or drugs and from being under the influence of same during work hours, including while on call. Further, Physician acknowledges that the District's reputation would be adversely affected by any possession, manufacture, sale, or use of illegal substances or legal prescription medications without the appropriate license or prescription and illegal-use or abuse of alcohol even during non-working hours. Physician agrees to abstain from all such activities. Physician acknowledges that District conducts alcohol and drug screening for all new employees, and thereafter reserves the right to test for the use of alcohol or drugs for cause.
- b. Physician agrees to conduct themselves at all times in a professional and ethical manner, reasonably calculated to build and maintain good relationships with other professionals, referral sources, coworkers, patients and patients' family members.

Ability to work harmoniously and efficiently and effectively with others is a condition to Physician's employment.

**6.20      Resignation:** Physician agrees to give District a 120-day advance resignation notice in writing. District may terminate Physician's employment at any time following such notice if determined to be in the best interest of District. District will pay Physician through the notification period of 120 days if Physician was and remains in full conformance with all applicable District policies and provisions of this Agreement. At no time, including during the notification period, shall Physician:

- a. Solicit District patients or inform District patients of their impending departure other than through District-authorized communication methods and content;
- b. Offer employment or a contract to any District employee or contractor prior to one year after Physician's termination from employment by District or solicit or encourage any such person to leave the District;
- c. Use District time to compete or to prepare to compete.

**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:** \_\_\_\_\_  
Michael Metzler, MD

**By:** \_\_\_\_\_  
Emily Roberts, CEO

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PHYSICIAN EMPLOYMENT AGREEMENT  
CONTRACT ADDENDUM**

This contract addendum accompanies the Physician Employment Agreement commencing May 1, 2024 by and between Morrow County Health District (District), a Special District in the State of Oregon, and Dr. Michael Metzler (Physician), a physician licensed in the State of Oregon.

Commencing May 1, 2024, Physician shall be compensated a sum of \$2,000 per month to serve as the District’s Emergency Department Medical Director and Trauma Medical Director.

Specific duties include:

- Provider oversight of the trauma quality improvement process.
- Work with Trauma Program Manager and Trauma Peer Review Committee to identify events, develop corrective action plans, and ensure methods of monitoring, reevaluation, and benchmarking.
- Attend multidisciplinary Trauma Peer Review Committee meetings to review systemic and care provider issues, as well as propose improvements.
- Be actively involved in the development of the District’s diversion protocol.
- In partnership with Trauma Program Manager, perform an annual assessment of the trauma panel providers in the form of Ongoing Professional Practice Evaluation (FPPE).
- Assist with review and oversight of the Emergency Department and Trauma Program policies and protocols.
- Consult with District staff and providers concerning appropriate processes and protocols in the Emergency Department.

Physician’s time spent performing duties must be recorded on Physician’s timesheet for Medicare reporting purposes, however, payment shall not be made on an hourly basis.

Compensation is payable on the District’s usual employee paydays. All compensation to Physician shall be subject to normal payroll withholdings and deductions.

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Michael Metzler, MD

Date

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Emily Roberts, MCHD CEO

Date



**PHYSICIAN EMPLOYMENT AGREEMENT  
CONTRACT ADDENDUM**

This contract addendum accompanies the Physician Employment Agreement commencing May 1, 2024 by and between Morrow County Health District (District), a Special District in the State of Oregon, and Dr. Michael Metzler (Physician), a physician licensed in the State of Oregon.

Commencing May 1, 2024, Physician shall be compensated a sum of \$2,500 per month to serve as the District’s EMS Supervising Physician.

Specific duties include:

- Issuing, reviewing and maintaining standing orders within the scope of practice not to exceed the licensure level of the emergency medical services provider when applicable;
- Explaining the standing orders to the emergency medical services provider, making sure they are understood and not exceeded;
- Ascertaining that the emergency medical services provider is currently licensed and in good standing with the Division;
- Providing regular review of the emergency medical services provider’s practice by:
  - Direct observation of prehospital emergency care performance by riding with the emergency medical service; and
  - Indirect observation using one or more of the following:
    - Prehospital emergency care report review;
    - Prehospital communications tapes review;
    - Immediate critiques following presentation of reports;
    - Demonstration of technical skills; and
    - Post-care patient or receiving physician interviews using questionnaire or direct interview techniques.
- Providing or coordinating formal case reviews for emergency medical services providers; and
- Providing or coordinating continuing education.

Physician’s time spent performing duties must be recorded on Physician’s timesheet for Medicare reporting purposes, however, payment shall not be made on an hourly basis.

Compensation is payable on the District’s usual employee paydays. All compensation to Physician shall be subject to normal payroll withholdings and deductions.

This addendum shall automatically renew on a monthly basis unless terminated by either party with at least 30 days’ notice.

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Michael Metzler, MD

Date

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Emily Roberts, MCHD CEO

Date