



**Board Meeting Agenda  
July 31, 2023 at 6:30 p.m.**

<b>In Person</b>	Irrigon City Hall 500 NE Main Ave, Irrigon, OR 97844
<b>Zoom</b>	<a href="https://us06web.zoom.us/j/89447196233?pwd=WEhyNGRwUTNBUVVlaS8xeko4OUV5Zz09">https://us06web.zoom.us/j/89447196233?pwd=WEhyNGRwUTNBUVVlaS8xeko4OUV5Zz09</a> Meeting ID: 894 4719 6233 Passcode: 061575

**1. Call to Order**

**2. Oath of Office**

**3. Public Comments**

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

**4. Approval of Meeting Minutes**

- A. June 13, 2023 Budget Hearing
- B. June 26, 2023 Regular Session

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

**6. Financial Report & Wipfli Discussion – Nicole Mahoney & Wipfli**

**7. Consent Agenda**

- A. EMS Stats – June 2023

**8. New Business**

- A. Emergency Medicine Physician Contract
- B. Medical Staff Privileges
- C. VOIP System Bids
- D. SIP Community Service Fee Distribution Agreement
- E. i2i Service Agreement

**9. Old Business**

**10. Executive Session**

**Promise of Excellence**

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

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

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- A. ORS 192.660(2)(f) to consider information or records that are exempt from public inspection pertaining to trade secrets exempt from disclosure under ORS 192.345(2).
- B. 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).
- C. ORS 192.660(2)(i) to review and evaluate the employment-related performance of a public employee who does not request an open hearing.

## 11. Adjourn

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# MORROW COUNTY HEALTH DISTRICT

Excellence in Healthcare

## Board of Directors Meeting Minutes

Meeting Information		Committee Members		
<b>Meeting Date/Time:</b>	June 13, 2023 @ 6:00 p.m.	<b>Board Members:</b>	<b>Present:</b> Marie Shimer (Zoom), Carri Grieb, Diane Kilkenny, Aaron Palmquist (Zoom)	
<b>Location</b>	Pioneer Memorial Clinic Conference Room 130 Thompson Ave Heppner, OR 97836	<b>Guests:</b>	<b>Staff Members:</b> Emily Roberts, Nicole Mahoney, Sam Van Laer <b>Guests:</b> Morrow County Res (Zoom) <b>Press:</b> None	
<b>Video Dial In:</b>	Zoom	<b>Leader:</b>	Marie Shimer	<b>Recorder:</b> Sam Van Laer

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

**Mission:**  
Working together to provide excellence in healthcare

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

Agenda Item	Notes/Minutes
1. Call to Order	<ul style="list-style-type: none"> <li>Marie Shimer called the meeting to order at 6:01 p.m.</li> </ul>
2. Budget Hearing – Y 2023-2024	<ul style="list-style-type: none"> <li>Marie Shimer declared the budget hearing open for public comment. No public comments.</li> </ul>
3. Adjourn	With no further business to come before the board, regular session adjourned at 6:03 p.m. Minutes taken and submitted by Sam Van Laer. Approved _____.

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<b>Meeting</b>	Board of Directors		
<b>Date / Time</b>	June 26, 2023 at 6:30 p.m.	<b>Location</b>	Morrow County Grain Growers, Conference Room 350 Main Street, Lexington, OR 97839
<b>Chair</b>	Marie Shimer, Board Chair	<b>Recorder</b>	Sam Van Laer
<b>Board Members</b>	<b>Present:</b> Marie Shimer, Carri Grieb, Diane Kilkenny, Aaron Palmquist		
<b>Attendees</b>	<b>Staff:</b> Emily Roberts, Nicole Mahoney (Zoom), Sam Van Laer, Paul Martin (Zoom) <b>Guests:</b> Steven Munkers, Trista Seastone <b>Press:</b> Andrea Di Salvo, Heppner Gazette-Times		

<p><b>Mission</b> Bring essential health services to our rural communities that meet the unique needs of the people we serve.</p>	<p><b>Vision</b> Be the first choice for quality, compassionate care, and lead the way in promoting wellness and improving health in our communities.</p>	<p><b>Values</b> Integrity, Compassion, Quality, Respect, Financial Responsibility</p>
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Agenda Item	Minutes
<b>1. Call to Order</b>	Marie Shimer called the meeting to order at 6:30 p.m.
<b>2. Public Comments</b>	None.
<b>3. Approval of Meeting Minutes</b>	<b>MOTION:</b> Aaron Palmquist moved to approve the minutes for the March 6, 2023 Strategic Planning Session and May 22, 2023 regular session as presented. Diane Kilkenny seconded the motion. The motion passed unanimously by all Board members present.
<b>4. CEO Report &amp; Executive Team Dashboard</b>	The executive team dashboard was presented by Emily Roberts (see board packet).
<b>5. Financial Report</b>	The Financial Report was presented by Nicole Mahoney (see board packet).
<b>6. Consent Agenda</b>	The EMS Advisory Committee would like the EMS Advisory Committee meeting minutes and the EMS stats to be included in the MCHD board meeting packet monthly (see board packet). <b>MOTION:</b> Aaron Palmquist moved to approve the Consent Agenda as presented. Carri Grieb seconded the motion. The motion passed unanimously by all board members present.
<b>7. New Business</b>	
<b>A. Amendment to the Medical Staff Bylaws</b>	Emily Roberts presented the amended Medical Staff Bylaws and gave the Board an opportunity to provide feedback (see board packet).



	<p><b>MOTION:</b> Aaron Palmquist moved to approve the amended Medical Staff Bylaws as presented and reviewed by legal counsel. Diane Kilkenny seconded the motion. The motion passed unanimously by all board members present.</p>
<p><b>B. Home Health Services Additional (Medical Social Worker)</b></p>	<p>Emily Roberts presented a request to add a Medical Social Worker as a Home Health service addition. Board approval is required per Oregon Health Authority. Emily shared the Oregon Health Authority’s Health Care Regulation and Quality Improvement Letter and District policy titled, Home Health Services and Organization (see board packet).</p> <p><b>MOTION:</b> Aaron Palmquist moved to approve the Home Health service addition. Diane Kilkenny seconded the motion. The motion passed unanimously by all board members present.</p>
<p><b>C. EMS Advisory Committee Appointment</b></p>	<p>The Board reviewed a Morrow County EMS Advisory Committee application from Paul Martin, EMS Director (see board packet). As the EMS Director, Paul is assigned to Heppner and will fill the Heppner position on the committee.</p> <p><b>MOTION:</b> Aaron Palmquist moved to appoint Paul Martin to the Morrow County EMS Advisory Committee. Carri Grieb seconded the motion. The motion passed unanimously by all other board members present.</p>
<p><b>D. Community Benefit Spending – LifeVac Kits</b></p>	<p>Emily Roberts shared a discounted estimate from LifeVac for 200 units totaling \$10,478.70 (see board packet). MCHD Administration and Medical Staff recommend expending community benefit dollars to purchase these devices for distribution throughout Morrow County. The Board would like to see LifeVac training added to local First Aid and CPR classes taught by MCHD.</p> <p><b>MOTION:</b> Aaron Palmquist moved to approve \$10,478.70 to purchase 200 LifeVac units for Community Benefit. Diane Kilkenny seconded the motion. The motion passed unanimously by all other board members present.</p>
<p><b>E. FY 2023-24 Budget Resolution</b></p>	<p>Emily Roberts presented Resolution No. 145-0623, In The Matter of Adopting the Budget, Making Appropriations and Categorizing Taxes (see board packet).</p>

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	<p><b>MOTION:</b> Aaron Palmquist moved to accept Resolution No. 145-0623. Carri Grieb seconded the motion. The motion passed unanimously by all other board members present.</p>
<b>F. Unrestricting Board Funds</b>	<p>Nicole Mahoney presented the request to remove all but \$100,000 from restricted Board funds. Currently, there is roughly \$547,000 in the Board’s restricted funds. There are no upcoming Board projects planned, but there are several large projects being budgeted for as planned in the District’s 2023-2025 Strategic Plan.</p> <p><b>MOTION:</b> Aaron Palmquist moved to remove all but \$100,000 from the Board’s restricted funds. Carri Grieb seconded the motion. The motion passed unanimously by all other board members present.</p>
<b>8. Old Business</b>	None.
<b>9. Executive Session</b>	<ul style="list-style-type: none"> <li>•Marie Shimer called to order an Executive Session under 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) at 7:18 p.m.</li> </ul> <p>The Executive Session adjourned at 7:29 p.m.</p>
<b>10. Adjourn</b>	<p>With no further business to come before the board, regular session adjourned at 7:29 p.m.</p> <p>Minutes taken and submitted by Sam Van Laer. Approved _____.</p>

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July 2023

HUMAN RESOURCES	
Turnover Rate (Rolling 3 Months)	8.8%
Vacancy Rate	8.6%
Number of Open Positions	15
Newly Created Open Positions	6

The average hospital turnover rate for 2020 was 19.5% (Statista).

The annual total separations rate for health care and social assistance for 2021 was 39.4% (Bureau of Labor Statistics).

RURAL HEALTH CLINICS				
MEASURE	PMC	ICC	IMC	BIC
Third Next Available (Current Month)	6	6	9	N/A
Total Visits (Previous Month)	265	100	394	84

"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 2 2023	Qtr 1 2023	Qtr 4 2022
Boardman Immediate Care	0% N = 3	100% N = 2	No Data N = 0
Ione Community Clinic	91% N = 11	86% N = 14	87% N = 15
Irrigon Medical Clinic	79% N = 19	58% N = 36	75% N = 24
Pioneer Memorial Clinic	76% N = 33	77% N = 51	80% N = 45
NRC Average	84%		

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

	Qtr 2 2023	Qtr 1 2023	Qtr 4 2022
Boardman Immediate Care	0% N = 3	100% N = 2	No Data N = 0
Ione Community Clinic	100% N = 11	100% N = 13	100% N = 15
Irrigon Medical Clinic	89% N = 18	79% N = 34	83% N = 24
Pioneer Memorial Clinic	88% N = 32	88% N = 51	84% N = 44
NRC Average	91%		

FINANCIAL	
Days Cash on Hand	33*
Days in AR	61

Goal ≥ 90

Goal ≤ 60

\*Data is from May 2023 before the Board unrestricted funds.

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 2 2023	Qtr 1 2023	Qtr 4 2022
<b>ER Adult</b>	<b>71%</b>	<b>65%</b>	<b>85%</b>
	N = 7	N = 20	N = 20
<b>NRC Average</b>	63%		
<b>Bed Size 6 - 24 Average</b>	77%		

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

	Qtr 2 2023	Qtr 1 2023	Qtr 4 2022
<b>ER Adult</b>	<b>75%</b>	<b>61%</b>	<b>77%</b>
	N = 8	N = 18	N = 22
<b>NRC Average</b>	65%		
<b>Bed Size 6 - 24 Average</b>	76%		

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 2023	Qtr 4 2022	Qtr 3 2022
<b>ER Pediatric</b>	<b>100%</b>	<b>0%</b>	<b>75%</b>
	N = 1	N = 1	N = 4
<b>NRC Average</b>	63%		

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

	Qtr 1 2023	Qtr 4 2022	Qtr 3 2022
<b>ER Pediatric</b>	<b>100%</b>	<b>0%</b>	<b>50%</b>
	N = 1	N = 1	N = 4
<b>NRC Average</b>	69%		

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

	Qtr 2 2023	Qtr 1 2023	Qtr 4 2022
<b>Inpatient</b>	<b>67%</b>	<b>67%</b>	<b>0%</b>
	N = 6	N = 3	N = 2
<b>NRC Average</b>	71%		
<b>Bed Size 6 - 24 Average</b>	80%		

Would you recommend this hospital to your friends and family?

	Qtr 2 2023	Qtr 1 2023	Qtr 4 2022
<b>Inpatient</b>	<b>33%</b>	<b>33%</b>	<b>50%</b>
	N = 6	N = 3	N = 2
<b>NRC Average</b>	72%		
<b>Bed Size 6 - 24 Average</b>	79%		

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 2023	Qtr 4 2022	Qtr 3 2022
<b>Hospital</b>	<b>100%</b>	<b>100%</b>	<b>0%</b>
	N = 1	N = 1	N = 0
<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 2023	Qtr 4 2022	Qtr 3 2022
<b>Hospital</b>	<b>100%</b>	<b>100%</b>	<b>0%</b>
	N = 1	N = 1	N = 1
<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>

16:47

## Profit &amp; Loss Statement

Application Code : GL

User Login Name:mahoneni

Through May 2023

Current Month	Last Month	Dollar Variance		Current Year to Date	Budget Year to Date	Dollar Variance
<b>PATIENT SERVICES REVENUE</b>						
85,665	93,553	-7,888	Hospital Inpatient Revenue	982,787	1,122,153	-139,366
81,163	54,845	26,318	Inpatient Ancillary Revenue	839,306	642,828	196,477
658,428	677,322	-18,894	Outpatient Revenue	8,316,108	9,950,609	-1,634,501
321,682	284,999	36,683	Clinic Revenue	3,294,909	3,734,018	-439,109
96,327	87,874	8,453	Home Health/Hospice Revenue	991,206	1,115,823	-124,617
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1,243,265	1,198,593	44,672	Gross Patient Revenue	14,424,317	16,565,432	-2,141,115
<b>LESS DEDUCTIONS FROM REVENUE</b>						
32,408	18,795	13,613	Provision for Bad Debts	305,497	0	305,497
223,959	-90,838	314,797	Contractual & Other Adjustment	-3,030	1,168,667	-1,171,698
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256,367	-72,043	328,410	Total Revenue Deductions	302,466	1,168,667	-866,201
986,898	1,270,635	-283,737	NET PATIENT REVENUE	14,121,850	15,396,765	-1,274,914
256,557	256,557	0	Tax Revenue	2,822,123	2,822,123	0
2,397	71,728	-69,332	Other Operating Revenue	528,270	1,073,784	-545,514
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1,245,851	1,598,920	-353,069	TOTAL OPERATING REVENUE	17,472,244	19,292,673	-1,820,429
<b>OPERATING EXPENSES</b>						
1,021,121	1,044,518	-23,397	Salaries & Wages	11,332,088	10,174,439	1,157,648
324,014	333,580	-9,566	Employee Benefits & Taxes	3,370,623	4,090,356	-719,733
120,518	110,784	9,735	Professional Fees	969,074	708,818	260,257
99,357	93,361	5,996	Supplies & Minor Equipment	1,468,637	1,361,391	107,246
2,762	3,937	-1,175	Education	131,316	161,539	-30,223
21,173	30,685	-9,512	Repairs & Maintenance	187,899	199,654	-11,755
1,108	2,844	-1,736	Recruitment & Advertising	127,570	149,004	-21,434
112,079	70,138	41,941	Purchased Services	978,625	1,016,205	-37,580
62,699	63,226	-527	Depreciation	673,556	675,478	-1,922
19,239	17,273	1,967	Utilities, Phone & Propane	198,139	204,308	-6,169
9,053	15,135	-6,082	Insurance	134,478	129,677	4,802
710	499	211	Taxes & Licenses	14,926	20,187	-5,261
4,856	5,148	-292	Interest	59,099	58,772	327
4,739	1,993	2,746	Dues & Subscriptions	33,017	35,177	-2,160
15,888	19,077	-3,189	Travel	172,812	190,692	-17,880
25,029	24,261	768	Other Expenses	212,040	179,500	32,540
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1,844,345	1,836,457	7,888	Total Operating Expenses	20,063,899	19,355,197	708,702
-598,494	-237,537	-360,957	GAIN/LOSS FROM OPERATIONS	-2,591,656	-62,525	-2,529,131
69,565	60,000	9,565	NON-OPERATING NET GAIN/LOSS	1,055,805	837,273	218,532
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-528,929	-177,537	-351,392	GAIN/LOSS	-1,535,851	774,748	-2,310,599
=====	=====	=====		=====	=====	=====

May 2023

Description	Current Year
<b>Assets</b>	
<b>Current Assets</b>	
Cash & Investments	5,009,213
A/R Hospital, Swing, Clinic	2,090,714
A/R Home Health & Hospice	331,040
Gross Patient Receivables	2,421,755
Less: Clearing Accounts	-50
Less: Allow for Contractual	41,788
Less: Allow for Uncollectible	270,503
	-----
Net Patient Accounts Receivabl	2,109,514
Employee Advances	0
Employee Purchases Receivable	270
Receivable 340B SunRx	84,818
Taxes Receivable - Prior Year	32,695
Taxes Receivable - Current Yr	-491,887
Other Receivable	47,183
Grants Receivable	0
MC/MD Receivable	365,624
Assisted Living Receivable	239
	-----
Other Receivable Total	0
Inventory and Prepaid	549,168
	-----
Total Current Assets	7,706,838
<b>Long Term Assets</b>	
Land	135,701
Land Improvements	322,354
Building & Improvements	5,970,362
Equipment	8,372,882
Amortizable Loan Costs	0
Construction in Progress	511,408
Less: Accum Depreciation	10,421,189
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Total Long Term Assets	4,891,518
	-----
Total Assets	12,598,356
	=====

UNAUDITED - SUBJECT TO CHANGE

May 2023

Description	Current Year
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	280,085
Refunds Payable-Hospital	0
Refunds Payable-Clinic	0
Misc Payable	0
Short Term Notes Payable	0
	-----
Accounts Payable Total	280,085
Accrued Wages & Liabilities	1,083,022
Accrued Interest	3,052
Suspense Account	-102,406
TCAA Suspense	4,905
Deferred Income	1,506
Unearned Revenue for COVID 19	808,671
MC/MD Settlement Payable	0
Contingency Settlement Payable	200,000
	-----
Other Liabilities	915,728
	-----
Total Current Liabilities	2,278,835
	=====
<b>Longterm Liabilities</b>	
STRYKER CAPITAL LEASE	0
BEO 2019 BOILERS LOAN	45,791
BEO 2018 BOARDMAN BLDG LOAN	90,179
BEO 2018 OMNICELL/US LOAN	13,385
BEO 2020 AMBULANCE LOAN	57,722
Morrow Co 2016 Annex Loan	0
BEO Loan AMB/LAB 2016	0
MORROW CO 2018 BOARDMAN BLDG	49,371
BEO ENDO RM/MISC LOAN 2017	0
Morrow Co 2013 IMC Loan	0
BEO IMC EXPANSION 2018	291,270
GEODC 2021 HOUSE LOAN	75,037
MORROW CO 2021 CHURCH LOAN	55,816
BEO 2008 Hosp Remodel Loan	5,180
BEO REFINANCE LOAN	773,579
USDA Remodel Loan	0
	-----
Total Long Term Liabilities	1,457,330
<b>Equity/Fund Balance</b>	
General Fund Unrestricted Bal	10,398,041
Equity/Fund Bal Period End	-1,535,851
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Total Liab+Equity/Fund Bal	12,598,356
	=====

UNAUDITED - SUBJECT TO CHANGE

**PIONEER MEMORIAL CLINIC - JUNE 2023**

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Dr. Schaffer	Patient Hours Available	4											8	7.5	7.5	7.5											8	8	8	8		66.5
	Patients Seen	2											14	15	13	17											14	13	12	9		109
	No Shows	1											0	1	1	0											0	0	0	0		3
	Patient Cancellations	0											1	0	2	0											0	0	1	0		4
	Clinic Cancellations	0											0	0	0	0											1	1	0	0		2
	Pts. Per Available Hour	0.5											1.8	2.0	1.7	2.3											1.8	1.6	1.5	1.1		1.6
	No Show Rate	33%											0%	6%	6%	0%											0%	0%	0%	0%		3%
	Patient Cancel Rate	0%											7%	0%	13%	0%											0%	0%	8%	0%		3%
Clinic Cancel Rate	0%											0%	0%	0%	0%											7%	7%	0%	0%		2%	

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total	
Amanda Roy, PA	Patient Hours Available	4	5.25					8	7.5	7.5												7.5	7.5	7.5					8	8	8	78.75	
	Patients Seen	3	8					14	13	12												14	14	14					15	8	12	127	
	No Shows	1	1					2	0	0												0	1	0					0	0	0	5	
	Patient Cancellations	1	0					0	1	1												0	1	1					0	0	0	5	
	Clinic Cancellations	0	0					0	0	0												0	0	0					0	0	0	0	
	Pts. Per Available Hour	0.8	1.5					1.8	1.7	1.6													1.9	1.9	1.9					1.9	1.0	1.5	1.6
	No Show Rate	20%	11%					13%	0%	0%													0%	6%	0%					0%	0%	0%	4%
	Patient Cancel Rate	20%	0%					0%	7%	8%													0%	6%	7%					0%	0%	0%	4%
Clinic Cancel Rate	0%	0%					0%	0%	0%													0%	0%	0%					0%	0%	0%	0%	

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Rebecca Humphries	Patient Hours Available	6	8			6.5	7	8							7.5	6	4.5				4.5	4.5	6.5	6.5				8		3.5	3.5	90.5
	Patients Seen	4	4			1	2	5							2	3	0				0	0	3	0				2		2	1	29
	No Shows	0	0			1	0	0							0	0	0				0	0	0	0				0		0	0	1
	Patient Cancellations	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
	Pts. Per Available Hour	0.7	0.5			0.2	0.3	0.6							0.3	0.5	0.0				0.0	0.0	0.5	0.0				0.3		0.6	0.3	0.3
	No Show Rate	0%	0%			50%	0%	0%							0%	0%	0%				0%	0%	0%	0%				0%		0%	0%	3%
	Patient Cancel Rate	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%	

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

PMCTOTALS	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
	Patient Hours Available	14	13.25			6.5	7	16	7.5	7.5			8	7.5	15	13.5	4.5				4.5	4.5	14	14	7.5		8	16	16	19.5	11.5	235.8
	Patients Seen	9	12			1	2	19	13	12			14	15	15	20	0				0	0	17	14	14		14	15	27	19	13	265
	No Shows	2	1			1	0	2	0	0			0	1	1	0	0				0	0	0	1	0		0	0	0	0	0	9
	Patient Cancellations	1	0			0	0	0	1	1			1	0	2	0	0				0	0	0	1	1		0	0	1	0	0	9
	Clinic Cancellations	0	0			0	0	0	0	0			0	0	0	0	0				0	0	0	0			1	1	0	0	0	2
	Pts. Per Available Hour	0.6	0.9			0.2	0.3	1.2	1.7	1.6			1.8	2.0	1.0	1.5	0.0				0.0	0.0	1.2	1.0	1.9		1.8	0.9	1.7	1.0	1.1	1.1
	No Show Rate	17%	8%			50%	0%	10%	0%	0%			0%	6%	6%	0%	0%				0%	0%	0%	6%	0%		0%	0%	0%	0%	0%	3%
	Patient Cancel Rate	8%	0%			0%	0%	0%	7%	8%			7%	0%	11%	0%	0%				0%	0%	0%	6%	7%		0%	0%	4%	0%	0%	3%
	Clinic Cancel Rate	0%	0%			0%	0%	0%	0%	0%			0%	0%	0%	0%	0%				0%	0%	0%	0%	0%		7%	6%	0%	0%	0%	1%



**IONE COMMUNITY CLINIC - JUNE 2023**

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Eileen McElligott	Patient Hours Available	5				7.5	8		6.5				8	8		4				8	8		6.5				8	5.5		8		91
	Patients Seen	11				11	7		9				7	3		3				13	7		7				7	5		10		100
	No Shows	0				0	0		0				0	0		1				0	0		0				0	0		0		1
	Patient Cancellations	1				0	0		0				0	1		0				0	0		2				0	0		0		4
	Clinic Cancellations	0				0	0		0				0	0		0				0	0		0				0	0		0		0
	Pts. Per Available Hour	2.2				1.5	0.9		1.4				0.9	0.4		0.8				1.6	0.9		1.1				0.9	0.9		1.3		1.1
	No Show Rate	0%				0%	0%		0%				0%	0%		25%				0%	0%		0%				0%	0%		0%		1%
	Patient Cancel Rate	8%				0%	0%		0%				0%	25%		0%				0%	0%		22%				0%	0%		0%		4%
	Clinic Cancel Rate	0%				0%	0%		0%				0%	0%		0%				0%	0%		0%				0%	0%		0%		0%

**IRRIGON MEDICAL CLINIC - JUNE 2023**

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total	
Jamie Reed, CSWA	Patient Hours Available	8				8	8	8	8					8	7.5	8						8	8	8			8	8	8	8		119.5	
	Patients Seen	2				1	4	3	2					3	3	4						1	6	1			4	4	3	7		48	
	No Shows	1				1	1	0	1					0	2	0						1	0	1			1	1	0	3		13	
	Patient Cancellations	1				1	1	1	0					0	2	1						1	0	0			0	1	0	2		11	
	Clinic Cancellations	0				0	0	0	0					0	0	0						0	0	0			0	0	0	0		0	
	Pts. Per Available Hour	0.3				0.1	0.5	0.4	0.3					0.4	0.4	0.5						0.1	0.8	0.1			0.5	0.5	0.4	0.9		0.4	
	No Show Rate	25%				33%	17%	0%	33%					0%	29%	0%						33%	0%	50%			20%	17%	0%	25%		18%	
	Patient Cancel Rate	25%				33%	17%	25%	0%					0%	29%	20%						33%	0%	0%			0%	17%	0%	17%		15%	
Clinic Cancel Rate	0%				0%	0%	0%	0%					0%	0%	0%						0%	0%	0%			0%	0%	0%	0%		0%		
Terri Dickens, LCSW	Patient Hours Available					8		8					8		0						8		8									40	
	Patients Seen					2		5					4		0						4		4									19	
	No Shows					1		2					2		0						3		2									10	
	Patient Cancellations					0		0					0		0						1		1									2	
	Clinic Cancellations					0		0					0		2						0		0									2	
	Pts. Per Available Hour					0.3		0.6					0.5		0.0						0.5		0.5									0.5	
	No Show Rate					33%		29%					33%		0%						38%		29%									30%	
	Patient Cancel Rate					0%		0%					0%		0%						13%		14%									6%	
Clinic Cancel Rate					0%		0%					0%		100%						0%		0%									6%		
Jon Watson, PA	Patient Hours Available	8				8	8	8	8				8	8	8													8	8	8		96	
	Patients Seen	7				7	6	11	9				14	13	17													15	8	15	12	134	
	No Shows	1				3	2	2	0				2	5	3													3	4	2	6	33	
	Patient Cancellations	3				2	2	0	4				2	0	1													2	2	1	2	21	
	Clinic Cancellations	0				0	0	0	0				0	0	0													0	0	0	0	0	
	Pts. Per Available Hour	0.9				0.9	0.8	1.4	1.1				1.8	1.6	2.1													1.9	1.0	1.9	1.5	1.4	
	No Show Rate	9%				25%	20%	15%	0%				11%	28%	14%													15%	29%	11%	30%	18%	
	Patient Cancel Rate	27%				17%	20%	0%	31%				11%	0%	5%													10%	14%	6%	10%	11%	
Clinic Cancel Rate	0%				0%	0%	0%	0%				0%	0%	0%													0%	0%	0%	0%	0%		
Vicki Kent, FNP	Patient Hours Available	8	8						8	8						8	8						8	8					8	3.5	75.5		
	Patients Seen	5	5						6	8						10	9						8	7					9	4	71		
	No Shows	2	1						1	1						1	1						0	1					1	2	11		
	Patient Cancellations	0	1						0	4						1	5						3	1					3	1	19		
	Clinic Cancellations	0	0						0	0						0	0						0	0					0	0	0		
	Pts. Per Available Hour	0.6	0.6						0.8	1.0						1.3	1.1						1.0	0.9					1.1	1.1	0.9		
	No Show Rate	29%	14%						14%	8%						8%	7%						0%	11%					8%	29%	11%		
	Patient Cancel Rate	0%	14%						0%	31%						8%	33%						27%	11%					23%	14%	19%		
Clinic Cancel Rate	0%	0%						0%	0%						0%	0%						0%	0%					0%	0%	0%			
Justin Cameron, PA	Patient Hours Available	8	8				8	8	8	8																			8	8	8	143	
	Patients Seen	6	8				7	6	6	6						5	6	11	6										7	4	9	8	122
	No Shows	1	1				0	1	0	3						1	2	0	3										0	3	1	4	20
	Patient Cancellations	0	1				2	2	0	1						0	0	0	1										0	1	0	1	13
	Clinic Cancellations	0	0				0	0	0	0						0	0	0	0										0	0	0	0	0
	Pts. Per Available Hour	0.8	1.0				0.9	0.8	0.8	0.8						0.6	0.8	1.4	0.8										0.9	0.5	1.1	1.0	0.9
	No Show Rate	14%	10%				0%	11%	0%	30%						17%	25%	0%	30%										0%	38%	10%	31%	13%
	Patient Cancel Rate	0%	10%				22%	22%	0%	10%						0%	0%	0%	10%										0%	13%	0%	8%	8%
Clinic Cancel Rate	0%	0%				0%	0%	0%	0%						0%	0%	0%	0%										0%	0%	0%	0%	0%	
Occ. Health	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total	
MA Chargeable Visit	Patients Seen	0	0			0	0	0	0	0				0	0	0	0	0										0	0	0	0	0	0
IMC TOTALS	Patient Hours Available	32	16			16	24	32	32	24				16	24	23.5	24	16				8	7	24	24	24		16	24	24	32	11.5	474
	Patients Seen	20	13			9	14	26	24	16				18	21	26	25	15				4	7	14	20	13		19	19	22	37	12	394
	No Shows	5	2			4	3	6	1	5				4	6	7	1	4				3	0	3	0	2		4	5	5	11	6	87
	Patient Cancellations	4	2			2	5	3	5	5				2	0	3	2	6				1	1	4	3	2		2	3	2	7	2	66
	Clinic Cancellations	0	0			0	0	0	0	0				0	0	2	0	0				0	0	0	0	0		0	0	0	0	0	2
Pts. Per Available Hour	0.6	0.8			0.6	0.6	0.8	0.8	0.7				1.1	0.9	1.1	1.0	0.9				0.5	1.0	0.6	0.8	0.5		1.2	0.8	0.9	1.2	1.0	0.8	
No Show Rate	17%	12%			27%	14%	17%	3%	19%				17%	22%	18%	4%	16%				38%	0%	14%	0%	12%		16%	19%	17%	20%	30%	16%	
Patient Cancel Rate	14%	12%			13%	23%	9%	17%	19%				8%	0%	8%	7%	24%				13%	13%	19%	13%	12%		8%	11%	7%	13%	10%	12%	
Clinic Cancel Rate	0%	0%			0%	0%	0%	0%	0%				0%	0%	5%	0%	0%				0%	0%	0%	0%	0%		0%	0%	0%	0%	0%	0%	

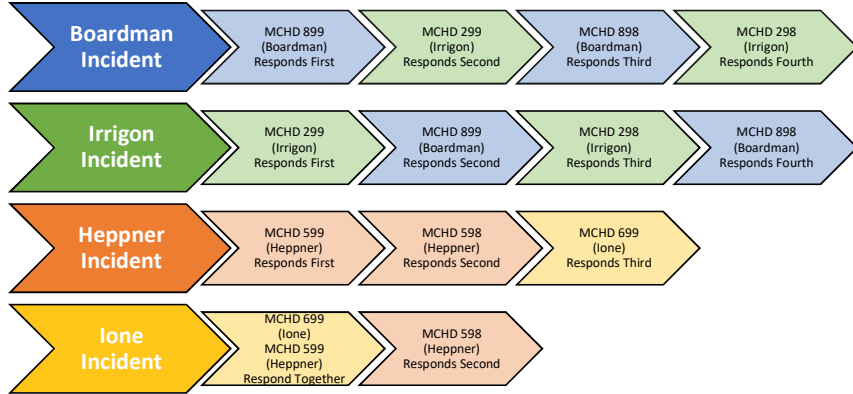


2023	BOARDMAN						IRRIGON						HEPPNER						IONE		
	899			898			299			298			599			598			699		
	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs	Dispatch 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	0.2	3.8	47	1.0	10.2	6	1.0	3.5	52	0.1	3.9	4	3.5	8.7	26	6.0	11.5	2	N/A	N/A	0
February	0.2	5.8	43	1.1	12.4	1	1.0	3.3	33	5.0	5.0	3	5.6	21.5	22	9.0	10.0	7	N/A	N/A	0
March	0.3	4.5	31	0.1	4.6	8	1.0	4.0	28	1.5	3.0	1	4.2	7.7	24	0.8	1.2	2	N/A	N/A	0
April	0.2	4.9	44	0.3	3.3	4	1.0	3.9	30	0.4	5.0	17	3.6	7.0	26	6.0	7.0	3	N/A	N/A	0
May	0.2	3.8	65	0.2	5.8	1	1.0	4.3	35	0.5	5.4	15	3.4	10.0	27	6.0	15.0	3	N/A	N/A	0
June	0.4	3.9	12	0.3	3.6	40	1.0	4.0	43	1.0	5.0	7	4.5	4.0	28	N/A	N/A	0	N/A	N/A	0
July																					
August																					
September																					
October																					
November																					
December																					
<b>TOTAL</b>			242			60			221			47			153			17			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 and these times include non-emergent transfers.



## PHYSICIAN EMPLOYMENT AGREEMENT

This Physician Employment Agreement ("Agreement") is entered into this 1st day of August 2023 by and between the Morrow County Health District, a political subdivision of the State of Oregon ("District") and Jeffrey Westin, 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 well be paid at 1.5 times the hourly rate. All compensation to Physician shall be subject to normal payroll withholdings and deductions.

MCHD will provide a one-time buyout payment in the amount of \$16,500 to CompHealth per the terms of MCHD's agreement with CompHealth. In light of this payment, Physician acknowledges the intent is for Physician to work at least 25 shifts over the next three years.

**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 August 1, 2023 and shall continue through July 31, 2024 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:  
Jeffrey Westin, 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:** \_\_\_\_\_  
Jeffrey Westin, MD

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

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

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



## Medical Executive Committee

### Agenda

July 19, 2023 at 8:45 a.m.

<b>Location:</b>	Pioneer Memorial Clinic Conference Room
<b>Zoom Link:</b>	<a href="https://us06web.zoom.us/j/89256675482?pwd=Z0F5d0tocVlBhg4NmMydW1oY0owQT09">https://us06web.zoom.us/j/89256675482?pwd=Z0F5d0tocVlBhg4NmMydW1oY0owQT09</a> Meeting ID: 892 5667 5482 Passcode: 433722

#### 1. Approval of Meeting Minutes

- A. None

#### 2. New Appointments

- A. Roster Appointments for OHSU Telemedicine Providers
- B. Stephen Weldon, MD – CORA Radiologist
- C. Steven Plimpton, MD – CORA Radiologist
- D. Alyssa McNamara, MD – CORA Radiologist
- E. Stephen Carroll, MD – CORA Radiologist
- F. Taylor Turner, Physical Therapist
- G. Theresa Fenn, Licensed Dietitian
- H. Rachel Tate, Licensed Dietitian

#### 3. Re-Appointments

- A. Jeffrey Westin, MD – Emergency Medicine
- B. William Everts, DO – Emergency Medicine
- C. Peter Viavant, MD – Emergency Medicine
- D. Jamie Reed, CSWA – Clinic

#### 4. Next Meeting

- A. September 20, 2023 at 9:45 a.m.



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### APPOINTMENT TO THE MEDICAL STAFF

NAME IN FULL: PETER VIAVANT

DATE: 7/10/2023

OFFICE ADDRESS: \_\_\_\_\_

TELEPHONE: [REDACTED]

RESIDENCE ADDRESS: [REDACTED]

TELEPHONE: \_\_\_\_\_

PRIVILEGES DESIRED: EP locums & inpatient coverage

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

Peter Viavant 7/10/2023  
APPLICANT SIGNATURE DATE

[Signature] 7.19.23  
CHIEF OF STAFF SIGNATURE DATE

\_\_\_\_\_  
BOARD CHAIR SIGNATURE DATE

- APPOINTMENT RECOMMENDED:
- APPOINTMENT NOT RECOMMENDED:
- APPOINTMENT DEFERRED:

<u>Pioneer Memorial Hospital &amp; Nursing</u>	<u>Pioneer Memorial Home Health &amp;</u>	<u>Pioneer Memorial Clinic</u>	<u>Irrigon Medical Clinic</u>	<u>Ione Community Clinic</u>	<u>Morrow Co Ambular</u>
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**APPOINTMENT TO THE MEDICAL STAFF**

NAME IN FULL: Jamie Reed DATE: 6/20/2023

OFFICE ADDRESS: PO Box 789, Irigon, OR 97844 TELEPHONE: [REDACTED]

RESIDENCE ADDRESS: Physical [REDACTED] TELEPHONE: [REDACTED]

PRIVILEGES DESIRED: Active member

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

Jamie Reed DATE 6/20/2023  
APPLICANT SIGNATURE DATE

[Signature] DATE 7.19.23  
CHIEF OF STAFF SIGNATURE DATE

BOARD CHAIR SIGNATURE DATE

- APPOINTMENT RECOMMENDED:
- APPOINTMENT NOT RECOMMENDED:
- APPOINTMENT DEFERRED:

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



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### APPOINTMENT TO THE MEDICAL STAFF

NAME IN FULL: Stephen Bradley Weldon, M.D.

DATE: June 12, 2023

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

TELEPHONE: [REDACTED]

RESIDENCE ADDRESS: [REDACTED]

TELEPHONE: [REDACTED]

PRIVILEGES DESIRED: Radiology

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

DocuSigned by:  
Stephen B. Weldon, M.D.  
APPLICANT SIGNATURE

6/12/2023 | 3:14 PM PDT

DATE

[Signature]  
CHIEF OF STAFF SIGNATURE

7.19.23  
DATE

BOARD CHAIR SIGNATURE

DATE

APPOINTMENT RECOMMENDED:

APPOINTMENT NOT RECOMMENDED:

APPOINTMENT DEFERRED:

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



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### APPOINTMENT TO THE MEDICAL STAFF

NAME IN FULL: Stephen Carroll, M.D.

DATE: 2/2/2023

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

TELEPHONE: [REDACTED]

RESIDENCE ADDRESS: [REDACTED]

TELEPHONE: [REDACTED]

PRIVILEGES DESIRED: Radiology

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

DocuSigned by: [Signature] 2/2/2023 | 4:12 PM PST  
APPLICANT SIGNATURE DATE

[Signature] 2-19-23  
CHIEF OF STAFF SIGNATURE DATE

BOARD CHAIR SIGNATURE DATE

APPOINTMENT RECOMMENDED:

APPOINTMENT NOT RECOMMENDED:

APPOINTMENT DEFERRED:

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

MCHD is An Equal Opportunity Provider and Employer





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### APPOINTMENT TO THE MEDICAL STAFF

NAME IN FULL: Alyssa L McNamara MD

DATE: 06/08/2023

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

TELEPHONE: [REDACTED]

RESIDENCE ADDRESS: [REDACTED]

TELEPHONE: [REDACTED]

PRIVILEGES DESIRED: Diagnostic Radiology

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

DocuSigned by:  
  
APPLICANT SIGNATURE 6/8/2023 | 3:06 PM EDT  
DATE

CHIEF OF STAFF SIGNATURE 7.19.23  
DATE

BOARD CHAIR SIGNATURE DATE

APPOINTMENT RECOMMENDED:

APPOINTMENT NOT RECOMMENDED:

APPOINTMENT DEFERRED:

Pioneer Memorial Hospital & Nursing Facility	Pioneer Memorial Home Health & Hospice	Pioneer Memorial Clinic	Irrigon Medical Clinic	Ione Community Clinic	Morrow County Ambulance
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Tel: 541-676-9133  
Toll Free: 1-800-737-4113  
www.morrowcountyhealthdistrict.org

APPOINTMENT TO THE MEDICAL STAFF

NAME IN FULL: Steven Reed Plimpton, M.D.

DATE: 2/2/2023

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

TELEPHONE: [REDACTED]

RESIDENCE ADDRESS: [REDACTED]

TELEPHONE: [REDACTED]

PRIVILEGES DESIRED: Radiology

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

DocuSigned by: Steven R. Plimpton, M.D. 2/6/2023 | 9:02 AM PST  
APPLICANT SIGNATURE DATE

[Signature] 7/19/23  
CHIEF OF STAFF SIGNATURE DATE

BOARD CHAIR SIGNATURE DATE

APPOINTMENT RECOMMENDED:   
APPOINTMENT NOT RECOMMENDED:   
APPOINTMENT DEFERRED:

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

MCHD is An Equal Opportunity Provider and Employer



## ROSTER APPOINTMENT OF TELEMEDICINE PROVIDERS

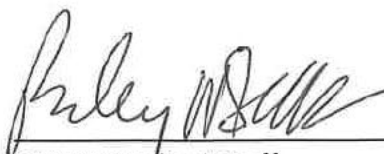
Pioneer Memorial Hospital has entered into an agreement with Oregon Health & Science University, hereinafter referred to as OHSU, to provide TeleStroke Services. Pioneer Memorial Hospital and its governing body in accordance with its Medical Staff Bylaws and 42 CFR 482.22(a)(3), desire to rely upon the credentialing and privileging decisions of OHSU to grant privileges for Practitioners to provide Telemedicine Services at Pioneer Memorial Hospital under an agreement executed by both parties on January 25, 2023.

In Exhibit 1.5, Practitioner Credentialing Agreement With Oregon Health & Science University, attached hereto, and is incorporated into the TELEMEDICINE COLLABORATION AGREEMENT BETWEEN PIONEER MEMORIAL HOSPITAL AND OREGON HEALTH & SCIENCE UNIVERSITY dated January 25, 2023, OHSU's governing body agreed to ensure that OHSU's credentialing and privileging process for Practitioners meets the requirements set forth at 42 CFR 482.12(a)(1) through (a)(9) and 42 CFR 482.22(a)(1) through (a)(4), as applicable and can therefore be relied upon by Pioneer Memorial Hospital's governing bodies. Agreed upon credentialing file information has been provided by OHSU.

The following physicians are hereby granted privileges to provide telemedicine services under the written agreement with OHSU for Pediatric Critical Care services, with OHSU as the distant-site Medicare approved hospital, to patients located at Pioneer Memorial Hospital, as allowed in a roster format:

- Braner, Dana Armen Henry Von, MD
- Burns, Erin Comer, MD
- Ellenby, Miles Steven, MD
- Eriksson, Carl Otto, MD
- Felmet, Kathryn Allison, MD
- Hudkins, Matthew Robert, MD
- Ibsen, Laura Marie, MD
- Kirby, Aileen Lanette, MD
- McClellan, Eric Benjamin, MD
- Mehta, Amit Guntant, MD
- Miller-Smith, Laura Ann, MD
- Orwoll, Benjamin Edward, MD
- Riggs, Rebecca Jane, MD
- Shibata, Shinpei, MD
- Williams, Cydni Nicole, MD

\_\_\_\_\_  
MCHD Board of Directors  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
MCHD Medical Staff  
Date: 7/19/23



## **ROSTER APPOINTMENT OF TELEMEDICINE PROVIDERS**

Pioneer Memorial Hospital has entered into an agreement with Oregon Health & Science University, hereinafter referred to as OHSU, to provide TeleStroke Services. Pioneer Memorial Hospital and its governing body in accordance with its Medical Staff Bylaws and 42 CFR 482.22(a)(3), desire to rely upon the credentialing and privileging decisions of OHSU to grant privileges for Practitioners to provide Telemedicine Services at Pioneer Memorial Hospital under an agreement executed by both parties on January 25, 2023.

In Exhibit 1.5, Practitioner Credentialing Agreement With Oregon Health & Science University, attached hereto, and is incorporated into the TELEMEDICINE COLLABORATION AGREEMENT BETWEEN PIONEER MEMORIAL HOSPITAL AND OREGON HEALTH & SCIENCE UNIVERSITY dated January 25, 2023, OHSU's governing body agreed to ensure that OHSU's credentialing and privileging process for Practitioners meets the requirements set forth at 42 CFR 482.12(a)(1) through (a)(9) and 42 CFR 482.22(a)(1) through (a)(4), as applicable and can therefore be relied upon by Pioneer Memorial Hospital's governing bodies. Agreed upon credentialing file information has been provided by OHSU.

The following physicians are hereby granted privileges to provide telemedicine services under the written agreement with OHSU for TeleStroke services, with OHSU as the distant-site Medicare approved hospital, to patients located at Pioneer Memorial Hospital, as allowed in a roster format:

**AMIN, SONESH DILIP, MD**

\_\_\_\_\_  
MCHD Board of Directors

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

  
\_\_\_\_\_  
MCHD Medical Staff

Date: 7/19/23



**APPOINTMENT TO THE MEDICAL STAFF**

NAME IN FULL: Theresa Fenn

DATE: 2/1/2023

OFFICE ADDRESS: 888 Swift Blvd, Richland, WA 99352

TELEPHONE: [REDACTED]

RESIDENCE ADDRESS: [REDACTED]

TELEPHONE: \_\_\_\_\_

PRIVILEGES DESIRED: Consulting

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

*Theresa Fenn*

2/1/23

APPLICANT SIGNATURE

DATE

*[Handwritten Signature]*

7.19.23

CHIEF OF STAFF SIGNATURE

DATE

BOARD CHAIR SIGNATURE

DATE

APPOINTMENT RECOMMENDED:

APPOINTMENT NOT RECOMMENDED:

APPOINTMENT DEFERRED:

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



**APPOINTMENT TO THE MEDICAL STAFF**

NAME IN FULL: Rachel Tate

DATE: 6/28/23

OFFICE ADDRESS: 888 Swift Blvd Richland, WA 99352

TELEPHONE: [REDACTED]

RESIDENCE ADDRESS: [REDACTED]

TELEPHONE: [REDACTED]

PRIVILEGES DESIRED: Dietitian

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

Rachel M. Tate  
APPLICANT SIGNATURE

6/28/23  
DATE

[Signature]  
CHIEF OF STAFF SIGNATURE

7.19.23  
DATE

BOARD CHAIR SIGNATURE

DATE

APPOINTMENT RECOMMENDED:

APPOINTMENT NOT RECOMMENDED:

APPOINTMENT DEFERRED:

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





**APPOINTMENT TO THE MEDICAL STAFF**

NAME IN FULL: Taylor Machele Turner

DATE: 7/3/2023

OFFICE ADDRESS: 695 Alfalfa Street Heppner, OR 97836

TELEPHONE: [REDACTED]

RESIDENCE ADDRESS: [REDACTED]

TELEPHONE: [REDACTED]

PRIVILEGES DESIRED: Physical Therapist

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

Taylor M Turner  
APPLICANT SIGNATURE

7/3/2023  
DATE

[Signature]  
CHIEF OF STAFF SIGNATURE

7.19.23  
DATE

BOARD CHAIR SIGNATURE

DATE

APPOINTMENT RECOMMENDED:

APPOINTMENT NOT RECOMMENDED:

APPOINTMENT DEFERRED:

Pioneer Memorial Hospital & Nursing Facility	Pioneer Memorial Home Health & Hospice	Pioneer Memorial Clinic	Irrigon Medical Clinic	Ione Community Clinic	Morrow County Ambulance
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**APPOINTMENT TO THE MEDICAL STAFF**

NAME IN FULL: Jeffrey Westin

DATE: 6/15/23

OFFICE ADDRESS: 564 E Pioneer Drive Heppner 97836

TELEPHONE: [REDACTED]

RESIDENCE ADDRESS: [REDACTED]

TELEPHONE: \_\_\_\_\_

PRIVILEGES DESIRED: Emergency Medicine

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

APPLICANT SIGNATURE [Signature] DATE 6/15/23

CHIEF OF STAFF SIGNATURE [Signature] DATE 7.19.23

BOARD CHAIR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

APPOINTMENT RECOMMENDED:   
 APPOINTMENT NOT RECOMMENDED:   
 APPOINTMENT DEFERRED:

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





### Summary of District Phone System Upgrade to VoIP Bids

Current Annual Cost of District Phone System: \$92,500

Dynamic Computer Consulting	Cabertel	Uni-Tech Communications
<b>Bid Status:</b> Completed	<b>Bid Status:</b> Completed	<b>Bid Status:</b> Completed
<b>Initial Upfront Cost:</b> \$68,253.00	<b>Initial Upfront Cost:</b> \$13,516.52	<b>Initial Upfront Cost:</b> \$ 23,881.40
<b>Annual Cost:</b> \$24,175.68	<b>Annual Cost:</b> \$39,844.92	<b>Annual Cost:</b> \$36,864.12
<b>Pros:</b> <ul style="list-style-type: none"> <li>• Has app so remote employees can use office phone on a mobile device</li> <li>• Labor/installation and staff education included</li> <li>• Onsite tech support</li> <li>• 5 year product warranties included</li> <li>• Additional software upgrades and conferencing products</li> <li>• Includes server so that internet speed and responsiveness will not be impacted</li> <li>• Located nearby, onsite and Pendleton, OR</li> </ul>	<b>Pros:</b> <ul style="list-style-type: none"> <li>• Has app so remote employees can use office phone on a mobile device</li> <li>• Free shipping</li> </ul>	<b>Pros:</b> <ul style="list-style-type: none"> <li>• Has app so remote employees can use office phone on a mobile device</li> <li>• Service includes support for programming changes and troubleshooting</li> <li>• First 3 months free (\$9,216.03 value)</li> <li>• Located nearby, Pendleton, OR</li> </ul>
<b>Cons:</b>	<b>Cons:</b> <ul style="list-style-type: none"> <li>• Mobile calling app is an additional per-user monthly fee</li> <li>• Located out of state, Seattle, WA</li> </ul>	<b>Cons:</b>

**Recommended bid:** Dynamic Computer Consulting (DCC)

**Justification:** While DCC may have higher upfront costs than other bids, by year five, DCC becomes the most cost-effective option. By year ten, DCC beats other estimates by \$70k - \$100k. Additionally, DCC’s upfront estimate includes the cost of labor and installation which is not provided or included in the other vendors’ estimates.



**Dynamic Computer Consulting,**  
**Inc**  
 P.O. Box 1133  
 Pendleton, OR. 97801

# Estimate

Date	Estimate #
7/13/2023	4121

Name / Address
Morrow County Health District 564 E Pioneer Drive Heppner, OR 97836

Computer hardware prices are volatile and subject to change daily.

			Project
Description	Qty	Rate	Total
UPDATED ESTIMATE			
AllWorx Connect 731 Server, 1 year warranty (8200504)	1	1,950.00	1,950.00T
Allworx Connect 731 31-50 User Expansion Key (8211502)	1	600.00	600.00T
Allworx Connect 731 51-100 User Expansion Key (8211503)	1	900.00	900.00T
Allworx Connect 731 101-150 User Expansion Key (8211504)	1	1,080.00	1,080.00T
Allworx Connect User 151-200 User Expansion Key (8211505)	1	1,080.00	1,080.00T
Allworx Connect 731 4yr Extended Warranty and Software Upgrade Key Package (8321535)	1	1,080.00	1,080.00T
Allworx Connect 731 Interact Pro 50 (8211547)	2	1,080.00	2,160.00T
Allworx Connect 731 Conference Center Key (8211511)	1	422.00	422.00T
Allworx Connect 731 Reach 50 keys	1	1,620.00	1,620.00T
AllWorx Verge 9312 Phone, 1 yr. warranty (8113120) - have 20 stock	100	284.00	28,400.00T
Allworx Verge 9312 Warranty, extended 4 years (ADV-8322124)	100	25.00	2,500.00T
AllWorx Verge 9308 Phone, 1 yr. warranty	64	238.00	15,232.00T
AllWorx Verge 9308 Warranty, extended 4 years	64	19.20313	1,229.00T
Labor-Install system, handsets, setup VLAN, transfer to SIP, customer education	60	140.00	8,400.00T
Travel Time	20	80.00	1,600.00
NOTE: Does not include Clearly SIP/FAX charges. Estimate for 50 concurrent calls, 99 phone numbers, 24 FAX's at 1500 faxes per line, 5 e911. 1, 800 number, port charge. TAXES not included. Approximate monthly charges \$2014.64 Out-of-state sale, exempt from sales tax		0.00%	0.00
<b>Total</b>			\$68,253.00

**Company:** Morrow County Health District

**Attn:** Jamie Houck

**Date:** 7/11/2023

**Prepared by:** Mike

**Email:** mikeb@cabertel.com

**Phone:** 425-984-5888 Ext 102



Thank you for this opportunity to quote for your business phone service, we appreciate it!

**Equipment / Shipping / Number Porting (One-Time Cost)**

Qty	Description	Unit Price	Tax	Total
64	Yealink T31P	\$54.99	\$0.00	\$3,519.36
100	Yealink T43U	\$114.99	\$0.00	\$11,499.00
1	Special 10% Phone Discount	(\$1,501.84)	\$0.00	(\$1,501.84)
164	Shipping (FREE)	\$0.00	\$0.00	\$0.00
164	Telephone Number Port (FREE)	\$0.00	\$0.00	\$0.00
<b>Total One-Time Cost</b>				<b>\$13,516.52</b>

**Monthly Service Charges (Recurring)**

Qty	Description	Unit Price	Total
164	Business Users	\$17.99	\$2,950.36
<b>Total Service Charges</b>			<b>\$2,950.36</b>
Taxes / Regulatory Fees *			\$370.05
<b>TOTAL MONTHLY CHARGES</b>			<b>\$3,320.41</b>

**About Cabertel**

Cabertel™ provides a fully managed communications service. You will have a dedicated account manager who will help you set up your new phone system features to ensure a seamless and pain free transition.

**Your Service Includes 30+ Features:**

- Month to Month Service
- Auto Attendant
- Voicemail to Email
- Secure Online Portal
- Call Forwarding
- Call blocking
- Ring Groups and much more



\* - Taxes are based on exact location so may change on receipt of full address details.

## PROPOSAL DETAILS

**Quote #: Q-691846**

**Contract Term: 36**

**Prepared for:**

Morrow County Health District  
Samantha Van Laer  
samanthav@moco hd.org  
+15416762935  
Contract Term: 36

**Billing Address:**

110 N Court St  
Heppner, Oregon 97836  
United States

**Prepared by:**

Uni-Tech Communications  
Derek Whitbread  
(541) 567-8923  
derek@uni-tech.email

If you need assistance with this quote or any product offerings, please contact your Partner, or the Partner Success Team at 888.990.4262.

MONTHLY CHARGES	QTY	MSRP	DISCOUNT	QUOTED PRICE	SUB TOTAL
GoToConnect Standard	164	\$22.00	\$820.00	\$17.00	\$2,788.00
Voice - Standard DID - Monthly Charge	164	\$5.00	\$738.00	\$0.50	\$82.00

\* Taxes are estimated based on the zip code provided and are subject to Local, State, and Federal laws.

<b>Savings</b>	<b>Sub Total</b>
\$1,558.00	\$2,870.00
<b>Estimated Taxes*</b>	\$202.01
<b>Monthly Total</b>	<b>\$3,072.01</b>

TODAY'S TOTAL	QTY	MSRP	DISCOUNT	QUOTED PRICE	SUB TOTAL
Voice - Account Configuration/Setup	1	\$2,000.00	\$2,000.00	\$0.00	\$0.00
Voice - Per User Setup	164	\$200.00	\$32,800.00	\$0.00	\$0.00
Voice Number DID Port - Configuration Fee	164	\$5.00	\$820.00	\$0.00	\$0.00
Yealink T48U IP Phone PoE	100	\$349.00	\$16,705.00	\$181.95	\$18,195.00
Yealink T54W IP Phone PoE	64	\$279.00	\$12,169.60	\$88.85	\$5,686.40


\* Taxes are estimated based on the zip code provided and are subject to Local, State, and Federal laws.

<b>Savings</b>	<b>Sub Total</b>
\$64,494.60	\$23,881.40
<b>Estimated Taxes*</b>	\$0.00
<b>Today's Total</b>	<b>\$23,881.40</b>

Today's Total  
**\$23,881.40**

Monthly Total  
**\$3,072.01**

## Hardware Specs

PRODUCT NAME	IMAGE	DESCRIPTION
Yealink T48U IP Phone PoE	No Image Available.	
Yealink T54W IP Phone PoE		Product Description: Yealink SIP-T54W is an easy-to-use Prime Business Phone with an adjustable 4.3-inch color LCD screen and 10 line keys with LED. With the built-in Bluetooth 4.2 and the built-in dual band 2.4G/5G Wi-Fi, the SIP-T54W IP Phone ensures you to keep up with the modern wireless technology. Its built-in USB 2.0 port allows for a direct wired/wireless USB headset or up to three Yealink EXP50 expansion modules connection.

INTERGOVERNMENTAL AGREEMENT FOR  
STRATEGIC INVESTMENT PROGRAM (SIP) DISTRIBUTION  
OF COMMUNITY SERVICE FEE UNDER ORS 285C.609(6)/285C.623(6)

The governments of Morrow County, the Morrow County Health District, Umatilla-Morrow Radio & Data District, Port of Morrow, Morrow County Unified Recreational District, Boardman Fire Protection District, Oregon Trial Library District, Vector Control, Boardman Park, Boardman Cemetery (collectively “the parties”) do hereby enter into this INTERGOVERNMENTAL AGREEMENT for the purpose of distribution, amongst the parties specified below, of the community service fee collected in each of 15 years (“the fee payment”), respective to an eligible project of the Strategic Investment Program (“SIP”) under Oregon Revised Statute (ORS) 265C.600 to 285C.626 and 307.123.

RECITAL AND FINDINGS

- WHEREAS, the Oregon Legislature has established SIP to promote local hiring and industrial competitiveness in Oregon for exceptionally large capital investments.
- WHEREAS, SIP provides for local governments to enter into agreements with business firms engaged in a traded-sector industry, in order to attract and retain long-term investment and employment in exchange for limitations on the taxable assessment of property.
- WHEREAS, the Oregon Economic and Community Development Commission approved the Strategic Investment Program between Morrow County and Amazon Data Services, Inc, et. al., (“the Zone”).
- Whereas, Amazon Data Services, Inc (“the firm”), et. al., has entered into an agreement to receive SIP tax treatment with submitted necessary commitments to the county under ORS 285C.609(4)(a).
- WHEREAS, pursuant to the agreement with the firm and requirements for the Zone, the firm will make the fee payment to the county in each of 15 years subject to SIP tax treatment in an amount equal to twenty-five percent (25%) of the property tax savings resulting from the SIP exemption on property for the current property tax year, up to a maximum in any one year of \$2,500,000, consistent with ORS 285C.609.
- WHEREAS, the fee payment is not considered as payment in lieu of taxes.
- WHEREAS, under ORS 285C.609 the county shall distribute the collected fee payment based on an additional agreement that is entered into among the county and at least enough local taxing districts listed under ORS 198.010 OR 198.180 to

account for seventy-five percent (75%) or more of all such districts' property tax authority where the SIP-assessed property is located. As well as the government of any city if the project is located within its corporate limits.

- WHEREAS, the location of the proposed SIP project is currently proposed in the following local taxing districts listed under ORS 198.010 or 198.180 have permanent or local option rate authority to levy ad valorem taxes on real and personal property within those areas: Morrow County, the Morrow County Health District, Umatilla-Morrow Radio & Data District, Port of Morrow, Morrow County Unified Recreational District, Boardman Fire Protection District, Oregon Trial Library District, Vector Control, Boardman Park, Boardman Cemetery.

NOW, THEREFORE, in consideration of mutual agreements, covenants and promises contained hereunder, the parties do hereby agree as follows:

1. DISTRIBUTION AND DISBURSEMENT

1.1 Within thirty (30) days of collecting the fee payment from the firm, the county shall disburse a portion of each year's collected amount to all specified parties as computed under this section.

1.2 Morrow County, the Morrow County Health District, Umatilla-Morrow Radio & Data District, Port of Morrow, Morrow County Unified Recreational District, Boardman Fire Protection District, Oregon Trial Library District, Vector Control, Boardman Park, Boardman Cemetery:

1.2.1: After completion of the project, if it is determined that certain taxing Districts, local options, or bonds are no longer in the project location, those taxing districts will be removed from this agreement and shall not receive funds from the community service fee.

1.2.2: Morrow County shall receive 20% of the community service fee, not to exceed \$500,000.00 per year, as the Morrow County share of the community service distribution.

1.2.3: The remaining community service fee after payment described in Sec. 1.2.2 shall be divided on a pro rata basis based on the tax rate existing at the time of the distribution among the voting members, and shall include the following local options and bonds if those local options and bonds are still in effect at the time of the payment: Health District Local Option, Boardman Park Bond, Vector Control Local Option, and Boardman Fire Rescue District Bond.

2. REPORTING AND ADMINISTRATION

- 2.1 With each disbursement the county shall provide to the party a statement showing the fee payment, the shares distributed to each party and the property tax rates used for the computations under Section 1, above.
- 2.2 Upon request by any party, the county, with assistance from the county assessor, shall furnish to each party relevant current and previous assessed values of the firm’s property by tax code area - with and without SIP - and the resulting property tax savings for the firm.
- 2.3 The county shall notify all parties if the firm fails to make the fee payment, which may be done once with the first year during the term of this agreement, when the failure is a consequence either of disallowance of the firm’s SIP benefit, or of the SIP project property’s real market value not exceeding the taxable portion under ORS 307.123(1)(a), effectively negating property tax savings for the firm.

3. EFFECTIVE DATE/TERM OF AGREEMENT

- 3.1 This agreement shall be effective upon the date of its final execution by signature of all parties and may be signed in counterparts, or on the date of determination by the Oregon Economic and Community Development Commission that the firm’s project property shall receive SIP tax treatment, whichever occurs later.
- 3.2 The agreement shall expire on June 30 of the tax year at the conclusion of the 15-year period under ORS 307.123(1)(b).

Accepting for Morrow County

\_\_\_\_\_

Title: \_\_\_\_\_

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

Accepting for Morrow County Health District:

\_\_\_\_\_

Title: \_\_\_\_\_

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



Accepting for Port of Morrow

\_\_\_\_\_

Title: \_\_\_\_\_

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

Accepting for Boardman Fire Protection District

\_\_\_\_\_

Title: \_\_\_\_\_

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

Accepting for Oregon Trail Library District

\_\_\_\_\_

Title: \_\_\_\_\_

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

Accepting for Vector Control

\_\_\_\_\_

Title: \_\_\_\_\_

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

Accepting for Umatilla-Morrow Radio & Data District

\_\_\_\_\_

Title: \_\_\_\_\_

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

Accepting for Morrow County Unified Recreational District

\_\_\_\_\_

Title: \_\_\_\_\_

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

Accepting for Boardman Park

\_\_\_\_\_

Title: \_\_\_\_\_

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

Accepting for Boardman Cemetery

\_\_\_\_\_

Title: \_\_\_\_\_

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

**Amazon-Bombing Range Rd Site CSF Distribution Example: Example 2-County Removed**

Morrow County Portion	<b>CSF Amont</b>	<b>\$2,500,000</b>
		<b>\$500,000</b>
	<b>Remaining</b>	<b>\$2,000,000</b>

<b>Dist #</b>	<b>District Name</b>	<b>Rate</b>	<b>Percentage</b>	<b>District CSF Amt</b>
516	UMA-MORROW RADIO DIST	0.00017	4.43644%	\$88,728.83
617	HEALTH DIST	0.000605	15.78851%	\$315,770.24
618	HEALTH DIST LOCAL OPTION	0.00039	10.17772%	\$203,554.37
625	BOARDMAN PARK BOND	0.000351	9.15995%	\$183,198.94
630	PORT OF MORROW	0.0000841	2.19473%	\$43,894.67
636	BOARDMAN FIRE PROTECTION DISTRICT	0.0007464	19.47859%	\$389,571.75
642	BOARDMAN CEMETERY	0.0000284	0.74115%	\$14,822.93
647	BOARDMAN PARK	0.0002989	7.80031%	\$156,006.16
650	UNIFIED REC DISTRICT	0.000456	11.90010%	\$238,002.04
660	VECTOR CONTROL	0.0001899	4.95577%	\$99,115.32
661	VECTOR CONTROL LOCAL OPTION	0.0001	2.60967%	\$52,193.43
663	OREGON TRAIL LIBRARY	0.0002536	6.61813%	\$132,362.54
691	BOARDMAN FIRE RESCUE DISTRICT BOND	0.0001586	4.13894%	\$82,778.78
		0.0038319	100.00000%	\$2,000,000.00

## OREGON STRATEGIC INVESTMENT PROGRAM AGREEMENT

Morrow County, a political subdivision of the State of Oregon (the "County"), and Amazon Data Services, Inc. (the "Company"), hereby enter into this Strategic Investment Program Agreement (the "Agreement") this 5<sup>th</sup> day of April 2023 (the "Effective Date").

### RECITALS

**WHEREAS**, the Oregon Legislature has established the Strategic Investment Program ("SIP") to promote industrial competitiveness and to improve employment in the area where projects are to be located by encouraging businesses engaged in projects to hire local employees. (See ORS 307.123 and ORS 285C.600-285C.620); and

**WHEREAS**, the SIP encourages local governments to enter into agreements with key industries to attract and retain long-term investment and employment; and

**WHEREAS**, the Company proposes to make investments in a project in the County with a capital cost of at least \$25 million that is expected to include the construction and operation of data center facilities and to create approximately 80 new, permanent full-time equivalents in the County; and

**WHEREAS**, the Company and the County have jointly negotiated this Agreement, the Company has provided the County with a copy of the SIP application (the "SIP Application") it has submitted to the Oregon Business Development Commission ("OBDC"), and following the mutual execution of this Agreement, the Company will submit a final SIP Application to the OBDC; and

**WHEREAS**, the Company has previously made significant investments in the County that have contributed to long-term investment and employment in the County; and

**WHEREAS**, the Company and the County desire to enter into this Agreement to further encourage Company to continue to make investments in the County and to streamline and simplify the reporting and administration of tax abatements made available to the Company; and

**WHEREAS**, the County and the Company have provided public information and an opportunity for public input regarding the SIP generally and the SIP Application specifically, including a formal public hearing on this Agreement held in the County on April 5, 2023; and

**WHEREAS**, this Agreement provides the terms and conditions under which the County agrees to request to the State of Oregon that the SIP Application be approved and tax abatement be granted for the Project, as defined below, in exchange for performance by the Company of the obligations herein.

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties, each to the other giving, the parties do hereby agree as follows:

#### 1. **Project Definition and Scope.**

1.1 The "Project" will consist of investments in one or more data center facilities to be developed by the Company or its affiliates and located in the County. Each data center facility will include the data center building shell, related machinery and equipment, computer networking equipment, computer servers, and other related personal property, and an industrial water

building, security buildings, and other related support facilities and buildings, which may be installed, constructed, added, or placed in service in phases or stages in the County during the term of this Agreement. The Project includes one site, located on Morrow County Tax Lot 1701 (Parcel 1, Partition Plat No. 2021-25, 04N25E24). The Project further includes repairs, replacements, repowering, modernization, renovations and remodeling of such property made during the term of this Agreement. The Project will be located on land zoned and planned, at the time of development, to allow the operation of data center facilities and related structures as a permitted use within the County.

1.2 The "Exempt Portion of the Project" will include all property included in the Project that is not considered taxable for purposes of ORS 307.123(2).

1.3 The "Non-Exempt Portion of the Project" will include all property included in the Project that is considered taxable for purposes of ORS 307.123(2).

1.4 The Project shall not include:

- (a) any "existing property," defined as property previously owned or leased by the Company at any location prior to the OBDC's receipt of the SIP Application;
- (b) any investment outside of the geographic confines described in Section 1.1 above; or
- (c) any expenditure deemed not to constitute a component of an "eligible project" pursuant to the administrative rules of the OBDC.

2. **Exemption for the Project.** The County acknowledges and agrees that, upon approval of the Company's Application and conditioned upon the satisfaction of other requirements under ORS 285C.600 through 285C.620 and this Agreement, the Exempt Portion of the Project, including with respect to any portion of the Project for which construction, installation, modification, or addition occurs during or after the first year of the SIP Exemption Period, will be exempt from ad valorem property tax as provided in ORS 307.123.

3. **Term of SIP Exemption.** Pursuant to ORS 307.123(2)(c), the "SIP Exemption Period" shall start as of the beginning of the property tax year after the earlier of (a) the date the Project is certified for occupancy, or (b) the expiration of the exemption for commercial facilities under construction under ORS 307.330, and shall continue for 15 property tax years.

4. **Conditions Precedent.** Except for the obligations set forth in Sections 6.2 and 7.1, the obligations set forth herein are conditioned upon:

4.1 The County's approval of this Agreement; and

4.2 A determination by the OBDC or its designee that the Project is eligible for the tax exemption provided in ORS 285C.606, ORS 307.123, and applicable administrative rules.

5. **Company Payments and Related Obligations.**

5.1 Subject to Section 6.1, the Company will pay the County the amounts set forth below; annual payments shall be paid no later than December 1 of each tax year.

(a) Ad Valorem Property Taxes. For each year of the SIP Exemption Period, pursuant to ORS 307.123, the Company shall pay to the County property taxes with respect to the Non-Exempt Portion of the Project, which will be payable at the County's tax rate in accordance with ORS 311.505.

(b) Community Services Fee ("CSF"). For each year of the SIP Exemption Period, the Company shall pay to the County a CSF, in an amount equal to 25% of the property taxes that would, but for the exemption pursuant to this Agreement, be due with respect to the exempt property included in the Project in each assessment year, but not exceeding an aggregate of \$2,500,000 in any year. The CSF will be calculated pursuant to ORS 285C.609(4)(b)(B).

(c) Annual Contribution Payment ("ACP"). For each year of the SIP Exemption Period, the Company shall pay to the County an ACP equal to \$850,000.

(d) Community Development Contribution ("CDC"). Within 60 days after the Company has received notice that the OBDC, or its designee, has determined pursuant to ORS 285C.606 and OAR 123-623-1600 that the Project is eligible for the SIP exemption, the Company shall pay to the County a CDC in the amount of \$5,000,000. The Parties acknowledge that the CDC is intended to assist with costs of capital improvement projects within the tax districts included in the consolidated tax code area in which the Project is located, which may include payment or defeasance of debt service on, or redemption of, outstanding bonded indebtedness issued for such purposes under applicable law. Nothing in this Section 5.1(d) shall modify, extend, waive, or otherwise affect the exemption provided under this Agreement, or constitute an obligation of the Company to support the payment of or satisfy any such bonded indebtedness, or compel the County to use the CDC for this purpose.

(e) County Cost of Preparation of SIP Agreement. The Company agrees to reimburse the County for its reasonable costs incurred for the preparation of this Agreement, including staff, legal, administrative, and professional fees; provided, however, in no event shall the aggregate of such fees payable to the County exceed \$30,000. Payment of these costs shall be made within 30 days after receipt of an invoice from the County.

(f) Permit Fees. The Company will pay all standard building permit and other permit fees related to the Project. The Company further agrees that if it has a choice between obtaining an equivalent permit, license, or similar approval for the Project from either a local governmental entity or a state entity, the Company will obtain the permit, license, or similar approval from the local governmental entity.

(g) Payments Generally.

- i. The payments by the Company described in this Section 5 shall be made payable to "Morrow County" and delivered to the Morrow County Assessor.
- ii. With respect to the Project, and to the fullest extent permitted by

applicable law, the Company will not be required to pay sums to any local taxing authority in which the Project is located other than those payments described in this Section 5.1. Failure to make payment in full of the Company Payments (as defined below) by the applicable due date shall result in interest being charged on the past due balance in the same amount as is provided by law for late payment of ad valorem property taxes. In accordance with Oregon law, in the event of an overpayment of the Company Payments, the County shall either issue an overpayment refund check or return the incorrect payment and request that the Company reissue payment in the correct amount. In the event of return payment, the Morrow County Assessor shall establish a reasonable schedule for payment. If the Project does not qualify for exemption from taxation pursuant to ORS 307.123, or otherwise fully pays ad valorem property taxes as duly levied and imposed on the entire assessed value for the Project, for any property tax year during the SIP Exemption Period, the Company shall not be required to pay the Company Payments for that property tax year.

(h) Future Bonding.

- i. For each year of the SIP Exemption Period, the Company will contribute an amount to the County (the "Bond Contribution") to be used solely for the payment or prepayment of debt service on newly-issued general obligation bond indebtedness incurred to finance public utilities, public educational services, fire services, public health services, parks and recreation facilities, or public safety services, and issued pursuant to voter approval of a measure passed on or after the date of this Agreement by any taxing district included in the consolidated tax area in which the Project is located (a "Qualifying Bond"). The annual Bond Contribution will be equal to 100% of the aggregate amount the Company would have been assessed with respect to such Qualifying Bonds for the Project but for the exemption pursuant to this Agreement and any other exemption for property owned by the Company at the Project. The Company will not unreasonably object to any local measures for Qualifying Bonds.
- ii. Following voter approval of a Qualifying Bond and prior to the issuance date of any such Qualifying Bond, the Company and the County will collaborate to ensure that (a) Bond Contributions are expended solely to prepay or to make debt service payments on Qualifying Bonds, (b) tax levy rates imposed on taxpayers are adjusted to take into account any Bond Contributions, and (c) Bond Contributions do not violate any tax-exemption requirements for Qualifying Bonds. The Parties will enter into additional agreements to implement these provisions.

5.2 SIP Application. The Company shall file a final SIP Application with the OBDC in accordance with Oregon Administrative Rule 123-623-1400 and pay all applicable

fees as provided in ORS 285C.612 and applicable administrative rules. The parties acknowledge that the Project is located in a "rural area" within the meaning of ORS 285C.600(6).

5.3 **First-Source Hiring Agreement.** The Company shall enter into a first-source hiring agreement with appropriate third parties acceptable to the County in substantially the form required pursuant to OAR 123-070. The County is to be designated a third-party beneficiary of the agreement and is entitled to enforce its terms. The parties may designate a different provider for this service by letter agreement.

5.4 **Company Filing Obligations.** The Company shall file with the County, the OBDC, and the Oregon Department of Revenue, as applicable, all reports or filings required by statute or administrative rule, including any information required by ORS 308.285 – 308.290, if applicable. For each year of the SIP Exemption Period, the Company shall also file the prescribed annual report by April 1 as prescribed by OAR-123-623-4000.

## 6. **County Obligations.**

6.1 Each year during the SIP Exemption Period, on or before October 25, the County shall submit to the Company an invoice setting forth the amount of the CSF and the ACP (the CSF and ACP collectively, the "Company Payments") and a statement describing its calculations of the CSF.

6.2 Within 15 days after the Effective Date, the County shall request by official action of the County Board of Commissioners, within the meaning of ORS 285C.609(1), taken at a regular or duly called special meeting of the County Board of Commissioners, that the OBDC determine that the real and personal property constituting the Project situated in the County be granted exemption from ad valorem property taxation for the SIP Exemption Period.

6.3 The County is solely responsible for the allocation, budgeting, division, and disposition of any payment due under this Agreement, including any portions that may be due or payable to any other jurisdiction. In no event shall the Company have any liability in connection with any disagreement, error, or conflict related to the division, allocation, or distribution of such amounts. In no event will the Company have any liability or obligation to any other person with respect to any payment due under this Agreement after the Company has discharged its duty to pay as set forth in Section 5 above, and the County shall hold the Company harmless with respect to any claims to the contrary. The Company payments are not intended to create any third-party beneficiary rights for any entities except as expressly designated in this Agreement.

6.4 The County will support the Company in the Company's efforts to qualify for and obtain other tax incentives in connection with the Project, including by promptly executing such letters or other documentation of support as may be reasonably requested by the Company, but the County makes no warranty with respect to its ability to affect any outcome in such regards.

7. **Joint Obligations.** In addition to the other obligations set forth in this Agreement, the parties shall:

7.1 Cooperate with the OBDC, the Oregon Business Development



Department, and the Oregon Department of Revenue to secure approval of the SIP Application and take such steps as may, from time to time, be reasonably necessary to maintain the tax exemption.

7.2 Provide such information and resources to each other as may be reasonably necessary to ensure proper calculation of the amounts due under this Agreement.

## 8. Ad Valorem Property Taxes.

8.1 Nothing herein shall govern the assessment, payment, or collection of ad valorem property taxes on the Non-Exempt Portion of the Project that is taxable as described in Section 5.1(a) of this Agreement or on property not included in the Project.

8.2 Without limiting any other remedy under law, nothing herein shall limit or restrict the Company from challenging the real market value or assessed value of any property, or the amount that is or would, but for the exemption, be due for ad valorem property taxes. If, for any property tax year, the amount of such property tax or the value of any property is redetermined after the applicable property tax or Company Payments have been paid, then the County shall promptly recalculate the amounts described in Section 5.1 for that property tax year, without regard to any interest, and shall provide the Company with a statement describing its calculations. Within 60 days after delivery of the statement, the Company shall pay any underpayment, or the County shall refund any overpayment, as the case may be, based on such recalculations. If either party receives interest attributable to the redetermination, the party receiving such interest shall pay to the other party an amount equal to such interest, to the extent that such redetermination caused the underpayment or overpayment for the property tax year.

## 9. Termination Rights.

9.1 The Company's Termination Right. The Company may elect to terminate this Agreement for any reason or no reason by delivery of written notice thereof to the County. Upon delivery of any such notice, this Agreement will be of no further force or effect and no party will have any further rights or obligations hereunder, except for obligations owing and unpaid on the date of termination.

9.2 The County's Termination Right. If the Company fails to pay any portion of the Company Payments or Bond Contribution by the date on which it is due, the County shall provide written notice to the Company. Such notice must provide an additional 60 days in which the Company may cure any such payment deficiency or default. Notwithstanding the foregoing, if no cure is made by the end of the tax year in which such Company Payments or Bond Contribution is due, the tax exemption for the Project shall be revoked, and the property of the Project shall be fully taxable for the following property tax year and for each subsequent property tax year for which the Company Payments or Bond Contribution, or portion thereof, remain unpaid. If the unpaid amounts, including any applicable interest pursuant to Section 5.1(g), are paid after the exemption is revoked, the Project property shall again be eligible for the exemption, beginning with the tax year after the payment is made. Reinstatement of the exemption shall not extend the 15-year SIP Exemption Period. In the event that the Company fails to pay the amounts due pursuant to Section 5 for 2 consecutive property tax years, then in addition to any other remedies allowed at law or in equity, this Agreement and the SIP exemption for the Project may be

terminated at the County's election.

## 10. Confidentiality.

10.1 The parties acknowledge that this Agreement is a public record subject to Oregon's public records laws. The County agrees that its staff, representatives and agents will exercise the utmost discretion in oral and written communications regarding the Project and will provide information internally only to those individuals who need the information to facilitate the parties' performance under this Agreement. If any person or entity requests any data, documents, or notes about the Company or its business practices (other than this Agreement) that are related to this Agreement or its tax exemption ("Confidential Information"), whether by court order, subpoena, Oregon Public Records Request, or other reason, the County shall not release any such information except as consistent with the following provisions:

(a) the County shall notify the Company within 3 business days of the receipt of such request;

(b) if the Company elects to challenge or appeal the release of such information, the Company shall notify the County within 9 business days of receipt of the request, and the Company shall assume all responsibilities, costs, and expenses for such defense; and

(c) if the Company does not notify the County within 9 business days of receipt of such request, the County shall be authorized to release the requested information to the requestor and the County shall have no liability to Company for such release of such Confidential Information.

Notwithstanding the above, the County agrees to cooperate with the Company in any challenge or appeal to a court order, subpoena, public records request, or other applicable law requiring the release of Confidential Information. The Company shall indemnify and hold the County harmless for all costs and expenses incurred in the challenge or appeal to the release of such Confidential Information, including court and appeal costs and the County's attorney's fees and expenses. Nothing in this section requires the parties to refuse to disclose such Confidential Information after a final order, including any appeal, by a competent judicial authority. If Oregon law is amended to require responses to public records requests be made less than 12 business days from the request, the number of business days specified in Paragraphs (a) and (b) of this Section 10.1 shall be reduced to 2 business days, and the number of business days to respond to a public records request as mandated by Oregon law, less two business days, respectively.

## 11. Miscellaneous Provisions.

11.1 Effective Date. Unless terminated earlier pursuant to its terms, this Agreement shall be effective as of Effective Date and remain in effect until the end of the SIP Exemption Period, after which this Agreement and the obligations of all parties hereto shall terminate.

11.2 Assignment. None of the parties party may assign this Agreement without the prior written consent of the other parties, except that the Company may assign this Agreement to any of its affiliates or to any wholly owned subsidiary of its ultimate

holding company, or to a new entity without the prior written consent of the other parties. Subject to the foregoing, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Nothing in this Agreement shall be deemed to constitute a restriction or condition on the ability of the Project owner to freely sell, transfer or assign ownership of the improvements or the underlying land or any portion thereof or any ownership interest in the Project owner at any time.

11.3 Amendment. This Agreement may be amended only by a written document signed by the party against whom enforcement is sought.

11.4 Waiver. No waiver, modification, amendment or other change will be binding on either party, except as a written addendum, signed by authorized agents for both parties. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

11.5 Terms. Unless defined herein, the terms herein shall be given their normal and customary meaning, except that terms relating to the payment of property taxes and fees included in this Agreement shall be construed consistently with the tax laws and rules of the State of Oregon. No provision shall be construed against a party simply because that party drafted the provision.

11.6 Notices. All notices and communications relating to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, or delivered by nationally recognized express courier service. Such notices and other communications shall be effective upon receipt if hand delivered, 3 business days after mailing if sent by mail, and 1 business day after dispatch if sent by express courier, to the following addresses:

<p><u>If to the Company:</u></p> <p>Amazon.com, Inc. 410 Terry Ave. N Seattle, WA 98109 Attn: Amazon Web Services, Economic Development</p> <p><u>With copies to:</u></p> <p>Amazon.com, Inc. Attn: General Counsel P.O. Box 81226 Seattle, WA 98108</p> <p>Amazon Web Services Economic Development 2121 7th Ave Seattle WA, 98121</p>	<p><u>If to the County:</u></p> <p>Morrow County Assessor PO Box 247 Heppner, OR 97836</p> <p><u>With copies to:</u> [ ]</p>
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A copy of all notices and communications relating to this Agreement shall also be sent, on or before the date in which they become effective, by email to:

If to the Company:  <u>Aws-econ-dev@amazon.com</u>	If to the County:
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11.7 Limitation of Liability. Notwithstanding anything to the contrary in this Agreement, neither the Company, nor any of its affiliates, shall be liable for: (a) any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement, (b) any lost or foregone tax revenues, or (c) any damages, liabilities, fees, costs, expenses, penalties, diminishment in value, losses or payments (including any lost or foregone tax revenues) that exceed, in the aggregate, the lesser of (i) the financial benefit realized by the Company under this Agreement and (ii) \$3,000,000.

11.8 Force Majeure. A party will not be deemed to be in breach, material breach, default or otherwise in violation of any term of this Agreement to the extent such party's action, inaction or omission is the result of a Force Majeure Event. The Company and the County agree to use commercially reasonable efforts to promptly resolve any Force Majeure Event that adversely and materially impacts their performance under this Agreement. A Force Majeure Event pauses a party's performance obligation for the duration of the event, but does not excuse it. "Force Majeure Event" means any event or occurrence that is not within the control of such party or its affiliates and prevents a party from performing its obligations under this Agreement, including without limitation, any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of any party); civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over a party hereto, over the Project or over a party's operations.

11.9 Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. It is the intent of the parties that, in the event a clause or provision is stricken, that there be added as part of this Agreement a clause or provision as similar in terms as may be possible, legal, and enforceable so as to provide a comparable property tax exemption and comparable payments as provided for in this Agreement.

11.10 Governing Law. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.

11.11 Change of Law. The parties acknowledge that, due to the term of the Agreement, federal or state laws and regulations, including the statutes and administrative rules relating to the SIP and ad valorem property taxation, may be enacted, repealed, amended or substantially affect by court cases, and that such legal changes may materially

alter the authority, rights or responsibilities of the parties or the benefits anticipated under this Agreement, prior to its expiration. No party shall be liable to the other for damages or costs directly or indirectly resulting from such legal changes. The parties shall negotiate in good faith amendments that conform to such legal changes while, to the extent feasible, retaining the essential features and relative benefits under this Agreement.

11.12 Venue. Any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in the Circuit Court of the State of Oregon for the County of Morrow. The parties agree that in case of any disputes that arise under this Agreement, they shall first attempt to resolve such disputes through good-faith negotiations between authorized representatives for both parties for a period of 30 days before filing any litigation.

11.13 Attorney's Fees. If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. Notwithstanding the foregoing, each party's maximum liability under this Section 11.13 is \$75,000 and in no event will any party be obligated by this Section 11.13 to pay an amount in excess of \$75,000.

11.14 Merger. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

11.15 Counterparts. This Agreement may be signed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the parties. A signature page delivered by fax or electronic mail will be considered an original signature page. At the request of a party, the other parties will confirm delivery of a signature page (whether by fax or electronic mail) by delivering an original signature page to the requesting party.

11.16 Waiver of Jury Trial. WITH RESPECT TO ANY PROCEEDING OR ACTION ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE), THE PARTIES KNOWINGLY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE THEIR RIGHT TO TRIAL BY JURY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND IT HAS DECIDED TO ENTER INTO THIS AGREEMENT IN CONSIDERATION OF, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

12. **Further Assurances**. Promptly upon the written request of the other party, each party shall do such further acts and shall execute, have acknowledged, and deliver to the other party any and all further documents or instruments reasonably requested in order



to carry out the intent and purpose of this Agreement.

**IN WITNESS WHEREOF**, the County and the Company, by their respective duly authorized representatives, have executed this Agreement on the date shown below.

**MORROW COUNTY**

Dated this 5<sup>th</sup> day of April 2023

  
\_\_\_\_\_  
David Sykes, Chair

Abstained  
\_\_\_\_\_  
Jeff Wenholz, Commissioner

  
\_\_\_\_\_  
Roy Drago Jr., Commissioner

**AMAZON DATA SERVICES, INC.**

Dated this 20 day of April 2023

DocuSigned by:  
  
\_\_\_\_\_  
9DF9FB1105A8478...

Roger Wehner Authorized Signatory  
Printed Name & Title

## MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (“**Agreement**”) is entered into as of \_\_\_\_\_ (the “**Effective Date**”) between i2i Systems, Inc., d.b.a. i2i Population Health, a Delaware corporation having its principal place of business at 377 Riverside Drive, Suite 300, Franklin, TN 37064 (“**i2i**”), and **Morrow County Health District** (“**Customer**”), having its principal place of business at **564 East Pioneer Drive, Heppner, OR 97836**, each referred to herein as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, i2i has developed, owns, markets and provides a proprietary cloud-hosted population health management interface that connects to electronic medical record (“**EMR**”) systems, practice management (“**PM**”) systems and other disparate systems to identify at-risk populations, assign personalized actionable care pathways, and engage patients in evidence-based interventions across specific care teams;

WHEREAS, Customer and certain health care providers affiliated with Customer (the “**Providers**”), provide health services to patients (the “**Customer Patients**”);

WHEREAS, this Agreement contemplates the transfer of Protected Health Information (“**PHI**”) as defined and governed in the Health Insurance Portability and Accountability Act of 1996, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), and their implementing regulations set forth at 45 C.F.R. Parts 160, 162, and 164, as amended (“**HIPAA**”), and therefore this Agreement is governed by the terms of the Business Associate Agreements (“**BAA**”) between i2i and Customer, respectively; and

WHEREAS, the Parties seek to establish a collaborative relationship whereby Customer will utilize i2i’s Service for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the promises and premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Definitions. The following terms shall have a defined meaning as used in this Agreement:
  - (a) “Confidential Information” means all information that is not publicly available including but not limited to confidential or proprietary information concerning the business, products, technology, customers, marketing techniques, financial information, other commercially sensitive information and Intellectual Property as set forth in Section 9 below.
  - (b) “Customer Provider” means Customer’s employed or contracted medical professionals and staff, including without limitation, any physicians, and other medical service related Customer Providers, including authorized staff and users.
  - (c) “Customization” shall be defined as modifications and/or enhancements to the Software to incorporate Customer’s specifications.
  - (d) “Go-Live Date” shall be defined as the date on which the Services identified in the applicable Statement(s) of Work set forth in the exhibits have been implemented, are operating in a live environment, and training has begun.
  - (e) “Health Privacy Laws” means the Health Insurance Portability and Accountability Act of 1996, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), and their implementing regulations set forth at 45 C.F.R. Parts 160, 162, and 164, as amended and construed.
  - (f) “i2i Trademarks” means those trademarks, service marks and logos used by i2i in connection with the Service.
  - (g) “Licensed User” means the employee, agent, or consultant of Customer, or other health care professional working for Customer, who is authorized to utilize the Service and for whom a monthly fee is being paid to i2i.

(h) “Patients” shall mean those patients of Customer Providers.

(i) “Patient Data” means all personally-identifiable information and all medical and health information regarding any Patients that may be entered into, generated by, stored in or otherwise processed through the Service, including without limitation, any Personal Health Information as defined by the Health Privacy Laws.

(j) “Service” means, individually or collectively, the i2i product platform and its suite of software services, including the online Software as a Service (SaaS) , modules, applications, or other services, created, developed or distributed by or on behalf of i2i, as set forth in Exhibit A. The data will be accessible by the Customer for use in accordance with the Agreements.

(k) “Service Documentation” means the written or electronic documentation, user guides and manuals, training materials and specifications provided by i2i to Customer relating to the Service.

(l) “Statement of Work” means a statement of work executed by the Parties pursuant to which i2i will provide the Service to Customer, as set forth in each such Statement of Work. Each Statement of Work shall include the scope of services to be performed, fees applicable to such services and other applicable terms as agreed between the Parties. Each Statement of Work will be appended to this Agreement as additional Exhibits. And each Statement of Work, once executed by the Parties, will be incorporated herein by this reference.

(m) “Software” the software underlying the Service and all Updates, and Customizations thereto.

## 2. Grant of Right to Use Service.

(a) i2i grants to Customer a non-exclusive, nontransferable, non-sublicenseable limited right for the designated number of Licensed Users set forth in Exhibit A attached hereto and incorporated by reference to have access to and to use the Service, and a non-exclusive, personal, nontransferable, limited license to use any Software hosted or furnished, as applicable, by i2i for access to or use of the Service, for the purpose of obtaining the Service during the Term, subject to Customer’s full compliance with the terms and conditions set forth in this Agreement.

(b) Customer agrees it will not: (i) use the Service for time-sharing, rental or service bureau purposes; (ii) make the Service, in whole or in part, available to any other person, entity or business; (iii) copy, reverse engineer, decompile or disassemble the Service, in whole or in part, or otherwise attempt to discover the source code to the Software used in the Service; or (iv) modify the Service or Software or combine the Service with any other software or services not provided or approved by i2i.

(c) Customer agrees it will obtain no rights to the Service except for the limited rights to use the Service expressly granted by this Agreement.

(d) Third-Party Services. Customer acknowledges that, where i2i hosts the Software for the Service, i2i will utilize a third-party hosting vendor to provide the necessary hardware, networking, storage, and related technology required for the Services. As a result the Service may include certain underlying third-party software and services, the terms conditions of which underlying agreements are incorporated in this Agreement. i2i may also make available optional services provided by third parties.

## 3. Access to Service.

(a) Permitted Uses. Subject to the terms of this Agreement, i2i authorizes Customer to use the Service for health care operations and for obtaining payment for treatment, and for other purposes expressly authorized in any Statement of Work executed in accordance with this Agreement; provided that, (i) Customer may access only information pertaining to individuals with whom a declared healthcare relationship exists, or from whom an authorization is received to use their health information; and (ii) Customer may use only the minimum necessary information for payment purposes and all other purposes. Customer agrees that it will not access or use the Services for any other purposes. In particular:

i. Customer will not reproduce, publish, or distribute content in connection with the Service that infringes i2i or any third-party's trademark, copyright, patent, trade secret, publicity, privacy, or other personal or proprietary right;



ii. Customer will comply with all applicable laws, including laws relating to maintenance of privacy, security, and confidentiality of patient and other health information and the prohibition on the use of telecommunications facilities to transmit illegal, obscene, threatening, libelous, harassing, or offensive messages, or otherwise unlawful material;

iii. Customer will not: (1) abuse or misuse the Services, including gaining or attempting to gain unauthorized access, or altering or destroying information except in accordance with this Agreement; (2) using the Services in a manner that interferes with other users' use of the System; (3) or use any ad blocking mechanism, device, or tool to prevent the placement of advertisements in the Service.

iv. Customer shall never use the Service to advise, diagnose, or otherwise treat Patients.

v. Customer shall not knowingly use the Service to upload, post, host, or transmit unsolicited bulk email "Spam", short message service "SMS" messages, viruses, self-replicating computer programs "Worms" or any code of a destructive or malicious nature.

vi. Customer shall not access or use the Service via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of the Service.

(b) Support Information. i2i may provide information that Customer then uses in providing health care services. The information and materials available through the Services are for informational and educational purposes only and are not intended to constitute professional advice, diagnosis or treatment, or as a substitute to professional medical judgment. Information may be placed on i2i's internet site by it and by third parties beyond i2i's control. i2i is not responsible for the accuracy or completeness of information available from or through its site. No Customer is permitted to use i2i's site to advise, diagnose, or otherwise treat users of this site. Customer and Customer Providers assume full risk and responsibility for the use of information they obtain from or through this site, and they agree that i2i is not responsible or liable for any claim, loss, or liability arising from the use of the information. i2i does not recommend or endorse any provider of health care or health-related products, items or services, and the appearance of materials on this site relating to any such products, items or services is not an endorsement or recommendation of them. Customer agrees to review the definitions, functionality, and limitations of the Service, and to make an independent determination of their suitability for its use. i2i and its suppliers and licensors disclaim all warranties, whether expressed or implied, including any warranty as to the quality, accuracy, and suitability of the information provided by the Service for any purpose.

(c) Terms of Service. Customer shall notify i2i if it learns that any Licensed User, or other third-party (including employees or consultants of Customer) is in violation of the terms of this Agreement. Customer will take such actions as may be reasonably required to protect i2i's interest and ownership in and to the Service and to stop any unauthorized access, including, if necessary, termination of the Licensed User's use of and access to the Service.

#### 4. i2i Responsibilities.

(a) Provision of the Service. i2i shall be solely responsible for the development and provision of the Service to Customer.

(b) Training Support. i2i agrees to provide Customer with reasonable support and training to permit Customer to effectively utilize the Service.

##### i. Implementation Training and Support:

(1) Data Validation Services: Remote support used to assess Customer's Data. This data validation will ascertain Customer's data reporting needs and identify gaps in data capture or i2i availability.

(2) Training Services: i2i will design and facilitate a client centric training program based on mutually agreed upon participants and goals for utilization. The training program will include an

interactive on-line training module designed to provide comprehensive instruction on how to most effectively leverage the i2iTracks application.

(3) Canceled or Delayed Services: Once the implementation plan has been established and approved in writing by both Parties, in the event that the Customer cancels or delays any onsite training services, the Customer shall reimburse i2i at the cancellation rate of One Thousand Five Hundred Dollars (\$1,500.00).

ii. Ongoing Training and Support: Additional Training, Support and Consulting services requested by Customer shall be made available in the Statement of Work.

(c) Development of Service. i2i will develop all capabilities for the Service for which Customer contracts to receive, as set forth in this Agreement and any Statement of Work.

(d) i2i will provide and maintain an escalation path for issue resolution with the Service.

(e) i2i will provide integration development in coordination with Customer's technology team to design, develop, and implement an agreed upon roadmap with timelines for integration of the Service.

(f) i2i will provide a designated account manager as a liaison for Customer.

(g) i2i will provide client support services to Customer Providers for setup, user account creation and usage, data mapping, as well as other support reasonably needed by Customer Providers for the Service.

#### 5. Customer Responsibilities.

(a) Integration Support. Customer agrees to provide appropriate technology integration support, including dedicated team members, to ensure a successful launch of the Service.

(b) Customer will provide Tier 1 support for each Customer authorized, meaning each User License sold up to and including each Customer's initial setup.

(c) Customer agrees to comply with the terms, provisions, and conditions of each Statement of Work that is executed by the Parties.

(d) Customer shall be responsible for facilitating communication regarding the interfaces between third-party vendors and i2i when needed.

(e) Customer shall be obligated to know prior to the Effective Date any third-party vendor cost for Customer's EHR, and shall have verified in writing with such third-party vendor that it is capable and willing to execute such interfaces as defined in i2i interface specifications if needed.

(f) Customer shall promptly respond to and comply with all implementation-related requests by i2i, timelines or project milestones during the implementation process. Customer expressly agrees that any failure to respond and/or comply with one or more implementation-related requests, timelines or project milestones by i2i during the implementation process for a period of thirty (30) days or more shall be deemed to constitute a material breach of this Agreement.

#### 6. Data Rights.

(a) Data. The Parties acknowledge and agree that the Patient Data may include PHI. Said PHI shall be dealt with pursuant to the Business Associate Agreement, executed by the Parties contemporaneously herewith, and attached hereto as Exhibit B, which is incorporated into this Agreement as if set forth verbatim herein. In the event of any conflict between the terms of the main body of this Agreement and the terms of the BAA executed between the Parties, the terms of the Agreement shall prevail for purposes of matters set forth herein.

(b) Access to Data. The Parties acknowledge and agree that i2i will access and share Patient Data held by Customer in order to facilitate provider communications, coordination of treatment or care, and other health care operations pursuant to the restrictions contained in applicable law, including but not limited to, 45 CFR Section 164.506. Because of the integration of the Patient Data into i2i's data models, as part of its ongoing development, auditing and improving data quality and developing, validating, evaluating, improving, maintaining, and using i2i's data integrity tests, performance benchmarks, algorithms, metrics, scoring systems, predictive models, and decision support tools it is infeasible for i2i to return the Patient Data and i2i hereby notifies Customer that it will not return to Customer or destroy all Patient Data, as a result of this Agreement. Customer and i2i specifically agree that such access to, and retention of, data by i2i shall not constitute a breach of the BAA or this Agreement.

(c) Third-Party Hosted. In the event the Service requires i2i to host any Patient Data, Customer acknowledges that i2i will utilize a third-party hosting vendor to provide the necessary hardware, networking, storage, and related technology required for the Service. i2i will maintain and enforce all reasonably appropriate technical and organizational safeguards for Patient Data in accordance with industry standards, and applicable laws and regulations.

7. Ownership.

(a) i2i shall retain all right, title, and interest to all maintenance releases, Customization, Updates, Upgrades and Workarounds, which will be provided to Customer for its internal use in accordance with the terms of the Master Service Agreement.

8. Payment and Fees.

(a) Service Fees. Customer shall pay to i2i pursuant to the fees listed the Statement of Work contained in Exhibit A.

(b) Payment Terms. Unless otherwise specified in a Statement of Work, i2i shall invoice Customer for the Service Fees on a monthly basis and all such invoices shall be due and payable within thirty (30) days of the date of the invoice.

i. Late Payments. If Customer fails to make any payment within thirty (30) days of the date on an invoice, Customer agrees that such outstanding payments shall bear interest from the date an invoice is due until paid at a rate of one and eight-tenths percent (1.8%) per month or at the highest rate allowed by state law, whichever is lower. Inaction on the part of i2i to demand payment of any interest shall not constitute a waiver of its rights to receive such interest.

ii. Suspension of Service. Customer acknowledges and agrees that i2i shall have the right to suspend the Service in the event Customer fails to pay any part of an invoice within sixty (60) days of the due date of such invoice.

(c) Integration and Implementation Fees. i2i and Customer will mutually agree on the integration and implementation fees for any Implementation Services to be provided by i2i which shall be set forth in the applicable Statement of Work. Customer shall pay i2i as set forth in the Statement of Work.

(d) Taxes. All pricing hereunder is exclusive of applicable sales or use taxes, if any, and each Party is responsible for the collection and remittance of such taxes.

9. Intellectual Property Terms.

(a) i2i Service. i2i shall retain all intellectual property rights in and to all of the Service, including without limitation, the Software. Customer shall not modify, create derivative works of, display distribute or reproduce the Service or the Software other than as permitted herein and shall not reverse engineer, decompile or disassemble the Service or Software or otherwise attempt to access or discover the source code for the Service or Software. All rights in

and to the Service and Software not expressly granted herein are reserved by i2i. Customer shall not remove i2i's trademarks for i2i products and services of IP provided pursuant to this Agreement.

(b) i2i Trademarks. i2i hereby grants to Customer a non-exclusive, limited license and right to use the i2i Trademarks during the term of this Agreement solely in connection with the Service and associated Service Documentation. All use of the i2i Trademarks by Customer shall inure to the benefit of i2i.

10. Nondisclosure.

(a) Restrictions. During the Term of this Agreement, each Party ("**Receiving Party**") may be exposed to certain Confidential Information of the other Party ("**Disclosing Party**"). All Confidential Information shall remain the property of the Disclosing Party. The Receiving Party agrees that during the term of this Agreement, and for a period of five (5) years thereafter, it will not use or disclose to any third party any Confidential Information without the prior written consent of the Disclosing Party. A Receiving Party shall take all reasonable measures to protect the Disclosing Party's Confidential Information.

(b) Exclusions. The Parties' obligations pursuant to this Section 10 do not apply to information that the Receiving Party can document: (i) became publicly known through lawful means; (ii) was rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; or (iii) is given to the Receiving Party without confidentiality or proprietary restriction by a third party who rightfully possesses the information (without confidentiality or proprietary restriction). The Receiving Party may disclose Confidential Information as required by governmental or judicial order or other applicable law, rule or regulation, provided that to the extent permissible under applicable law the Receiving Party uses its reasonable efforts to (i) give the Disclosing Party prompt notice of such order or requirement, (ii) cooperate with the Disclosing Party to obtain a protective order (or its equivalent), (iii) provide the Disclosing Party prior review of any disclosure and (iv) only provides that portion of the Confidential Information that is legally required.

11. Injunctive Relief. Customer acknowledges and agrees that in the event that Customer breaches Sections 3, 9, or 10 of this Agreement, monetary damages shall not be an adequate remedy and, therefore, due to the harm which may result from a breach by Customer of the provisions of these Sections 3, 9, or 10, i2i shall be entitled to obtain an injunction against such breach and other equitable relief to enforce these provisions without the requirement of posting a bond. The remedies afforded to i2i by this paragraph shall be in addition to any and all other remedies, whether legal or equitable, available to i2i for any violation or breach of Sections 3, 9, or 10 by Customer.

12. Indemnification.

(a) Indemnification by i2i. i2i agrees to indemnify, defend and hold Customer harmless from and against any third-party claims, actions or causes of action and associated losses, judgment, liability, damage, and expenses (including reasonable attorneys' fees and court costs) (collectively, "**Losses**") arising from (i) a material breach of this Agreement or the BAA by i2i; (ii) acts of gross negligence, or willful misconduct by i2i; or (iii) any claim that the Service infringes or misappropriates any United States patent, trademark, copyright or other intellectual property right when used in accordance with the Service Documentation and this Agreement, and excluding to the extent arising from any modifications made to the Service by any party other than i2i or any combination of the Service with products or services not provided by i2i.

(b) Indemnification by Customer. Customer agrees to indemnify, defend and hold i2i harmless from and against all Losses arising from (i) a breach of this Agreement by Customer; (ii) negligent acts or omissions or willful misconduct by Customer; (iii) Customer's promotion, marketing and sale of the Service; or (iv) any claim that the Customer infringes or misappropriates any patent, trademark, copyright or other intellectual property right, excluding to the extent i2i is required to indemnify Customer above.

(c) Conditions to Indemnification. Each Party's indemnification obligations are subject to the condition that the Party seeking indemnification shall provide the indemnifying Party: (i) prompt written notice of any claim or action for which it may seek indemnification; (ii) complete control of the defense and settlement of such claim by the indemnifying Party, provided that an indemnifying Party will not settle any such claim (other than for monetary

damages to be paid by the indemnifying Party) without the prior written consent of the indemnified Party, which will not be unreasonably withheld; and (iii) reasonable cooperation in such defense.

13. Warranties, Warranty Exclusions and Limitation of Liability.

(a) Warranties. Each Party warrants to the other (i) that it is a corporation or limited liability company duly organized and existing under the laws of the state of its incorporation; (ii) that it has the right to enter into this Agreement; and (iii) that its entry into this Agreement will not cause a breach of its contractual obligations to third parties.

(b) Services Warranty. i2i warrants to Customer that the Service hereunder will be performed in a professional and workmanlike manner in accordance with generally accepted industry practices and the Service Level Agreement attached hereto as Exhibit C.

(c) WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESSED WARRANTIES STATED IN THIS AGREEMENT, THE PARTIES MAKE NO FURTHER WARRANTIES OR REPRESENTATIONS AND HEREBY DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR CONDITIONS REGARDING THE SERVICE AND THE SOFTWARE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. i2i SYSTEMS DOES NOT WARRANT OR GUARANTEE THAT THE SERVICE WILL OPERATE IN AN ERROR-FREE OR UNINTERRUPTED MANNER.

(d) LIMITATION ON SPECIFIED DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS) PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EVEN IF THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.

(e) LIMITATION ON CUMULATIVE LIABILITY. i2i SYSTEMS'S TOTAL AGGREGATE AND CUMULATIVE LIABILITY TO CUSTOMER FOR ANY ACTUAL OR ALLEGED DAMAGES ARISING OUT OF, BASED ON OR RELATING TO THIS AGREEMENT, NO MATTER THE LEGAL THEORY, SHALL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID BY CUSTOMER TO i2i SYSTEMS DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH CUSTOMER'S CAUSE OF ACTION ACCRUED.

14. Term and Termination.

(a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until such time as all Statements of Work have been terminated according to this Agreement.

(b) Events of Termination. Either Party may terminate this Agreement upon the occurrence of any of the following events: (a) a breach by the other Party of any material terms of the Agreement that the breaching Party fails to cure within thirty (30) days from receipt of written notice from the non-breaching Party identifying such breach; or (b) if the other Party ceases to conduct business in the ordinary course or is declared insolvent or bankrupt, or makes an assignment of substantially all of its assets for the benefit of creditors, or a receiver is appointed, or any proceeding is demanded by, for or against the other Party under any provision of bankrupt or insolvency legislation which is not dismissed within sixty (60) days.

(c) Effects of Termination.

i. i2i shall discontinue Customer's access to and use of the Service, all licenses shall terminate, and Customer shall cease using i2i Trademarks.

ii. Customer shall promptly pay all amounts due to i2i through the effective date of termination.

iii. The provisions of Sections 1, 2 (b) & (c), 6, 7, 8, 9, 10, 11, 12, and 14(c) shall survive expiration or termination of this Agreement for whatever reason.

15. Miscellaneous.

(a) Relationship of Parties, Subcontractors and Assignment. i2i and Customer are independent contractors and will have no power to bind the other Party or to create any obligation or responsibility on behalf of the other Party or in the other Party. This Agreement shall not be construed as creating any partnership, joint venture, agency, or any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party. i2i shall be permitted to use subcontractors in performance hereunder. Customer shall not assign or transfer this Agreement or rights arising from this Agreement without the prior written consent of i2i which shall not be unreasonably withheld. Any attempt to assign or transfer this Agreement in violation of this Section 15(a) will be void and of no force and effect. Nothing in this Agreement shall be deemed to create any right or benefit in any person not a Party hereto.

(b) Waiver and Amendment. Either Party's failure to enforce any of the terms and conditions of this Agreement will not be construed to be a waiver of any subsequent or other term or condition of this Agreement. Neither the failure nor any delay on the part of a Party to exercise any right, remedy, power or privilege under the terms and conditions of this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by an authorized representative of each Party.

(c) Governing Law. This Agreement has been executed in and will be governed by and construed in accordance with the laws of the State of Tennessee, without regard to principles of conflicts of law or international law. All applicable laws, rules and regulations are hereby incorporated herein to the same extent as if set forth verbatim herein.

(d) Standard Announcements. Customer agrees and hereby authorizes i2i to include the fact that Customer has contracted with i2i for the services referenced herein.

(e) Notices. All notices and requests in connection with this Agreement shall be deemed given as of the day they are received by messenger or overnight courier service or three (3) business days after being sent by certified, first class, postage pre-paid mail, to the following addresses, or to such other address as the Party to receive the notice or request so designates by written notice to the other:

i2i: i2i Systems, Inc.  
Attn: Justin Neece  
377 Riverside Drive, Suite 300,  
Franklin, TN 37064

Customer: [ \_\_\_\_\_ ]

(f) Force Majeure. Notwithstanding anything to the contrary herein and other than payment obligations, neither Party shall be deemed to be in default of any provision of this Agreement or be liable to the other Party or to any third party for any delay, error, failure in performance or interruption of performance due to any act of God, war, insurrection, acts of terrorism, riot, boycott, strikes, interruption of power service, interruption of internet or communications service, labor or civil disturbance, or restraints of government. The Party suffering the force majeure event shall give the other Party prompt written notification of any material or indefinite delay due to such causes, and that Party shall use its best efforts to avoid or remove such causes, and continue performance hereunder with all due diligence whenever such causes are removed or settled.

(g) Entire Agreement. This Agreement, including the Exhibits attached hereto, which are attached hereto and incorporated herein by reference, constitutes the full and entire understanding and agreement between the Parties with regard to the subject matter hereof and thereof and supersedes all prior and contemporaneous proposals, oral or written, understandings, representations, conditions and all other communications between the Parties relating to such subject matter.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

**Morrow County Health District**

**i2i Systems, Inc.**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Justin L. Neece  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

President & Chief Executive Officer  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**EXHIBIT A**  
**STATEMENT OF WORK 1**

**a. i2iLinks™**

- i. Description of i2iLinks™. i2i's i2iLinks™ Service is a standards-based proprietary interface technology that offers predictable and consistent results and supports a growing number of communication protocols such as FHIR over TCP/IP and Web Services. This powerful, full-featured integration layer connects each i2iTracks® or Prizim® instance to disparate systems of clinical data, including Practice Management and Electronic Health Records Systems, laboratory systems, financial reporting systems, payer systems, Enterprise Data Warehouses (EDW), Health Information Exchanges (HIE) and more. i2iLinks also provides operational support to the system in regard to code updates, logging and status reporting.
- ii. System Functionality (i2iLinks)
  1. Industry standard compliant file interfaces (FHIR, C-CDA, etc.) for transmission of clinical data
  2. Cutting-edge direct database interfaces (MS SQL) for customized import of clinical data
  3. Secure transport and authentication systems (SFTP, SOAP with SSL, etc.)
  4. Automated code update system to ensure latest interface enhancements
  5. Scalable Status monitoring to optimize support and maintenance
  6. Management toolset to seamlessly and efficiently administrate interface functionality.
- iii. i2i Responsibilities. The i2i implementation team will be responsible to setup connectivity between the EHR database and the i2i Links Software. i2i will further configure the clinical data to meet the application requirements (Prizim®, Tracks, etc). Initially there will be a backload of data from the EHR database, and then incremental updates will be required on a daily basis.

Customer acknowledges and agrees that as required by and in order to provide the highest level of security in keeping up with ongoing industry technological advancements, i2i will securely extract, upload Customer data to i2i's web-based clinical data repository where i2i will aggregate, normalize, house, and store Customer's clinical, administrative and financial data, including Patient Data. Customer acknowledges that i2i will utilize a third-party hosting vendor to provide the necessary hardware, networking, storage, and related technology required for these services. i2i will maintain and enforce all reasonably appropriate technical and organizational safeguards for Customer data in accordance with industry standards, and applicable laws and regulations.

- iv. Customer Responsibilities. Customer acknowledges and agrees to grant i2i read-only access to Customer's front-end EHR system for the purposes of facilitating i2i product data validation, auditing, and ongoing support. It will be the responsibility of Customer to grant read-only access to the EHR database for the purpose creating the SQL to SQL interface. It is the responsibility of Customer to give i2i the following login information to enable read-only access to the EHR database:
  1. Read-Only User Login
  2. Password for User Login
  3. EHR Database Name
  4. IP Address for EHR Database
- v. Limitations. Because of the complexity of how and where data is stored and formatted in all Customer third party electronic record systems i2i interfaces with, i2i does not make any claim that all data from these systems can be extracted, transformed and loaded into i2i products. Additionally, i2i cannot guarantee the ability to extract data from Customer third party electronic records in the following scenarios:

1. The third-party electronic record system is replaced with another third-party electronic record,
2. The Customer or third-party electronic record vendor (or other party) restricts or limits access to the third-party electronic record,
3. The third-party electronic record data is altered in any way that prevents it from being extracted.

Details on data fields in i2iTracks or Prizim® that can be populated by an interface with an EHR are defined in the following documents: [i2iLinks Common Record Definitions](http://www.i2ipophealth.com/minimumrequirements) which may be downloaded from: <http://www.i2ipophealth.com/minimumrequirements>

**b. i2iTracks®**

- i. Description of i2iTracks®. i2i's i2iTracks® Service is hosted inside the infrastructure of a secure, scalable and redundant commercial cloud. The i2iTracks Service is centrally hosted and maintained by i2i, and access is provided over a secure internet connection and industry standard network protocols and interfaces. At the tactical level, i2iTracks empowers health centers to manage patient populations and sub-populations with industry leading, actionable, and easy-to-use outreach, care coordination and care management tools. The Integrated Team intelligence (iTi) module empowers the care team to monitor empanelment and missed opportunities to balance team workload and improve efficiency of care management. i2iTracks offers Health Registry and Population Health Analytics reporting that trend disease management progress and clinical quality measure (CQM) performance, both with drill down to the site, provider and patient levels. Operational measures including Third Next Available Appointment (TNAA), visit cycle time, and no show rate are also available. These care management and practice efficiency functions and reporting have earned i2iTracks auto-credit points towards PCMH certification. In sum, i2iTracks provides unprecedented access to the data that is locked inside your EHR and other technology platforms, all with no third-party software requirements.
- ii. System Functionality (i2iTracks®)
  1. A “home screen” that can be customized for each particular user’s role and responsibility.
  2. Clinical and Operations Dashboards
  3. Task, Referral, Recall, and Follow-up Managers built into i2iTracks
  4. Wizard-driven ability to easily create and modify searches and reports at the user level
  5. All i2iTracks searches are actionable with many patient-outreach options
  6. Create and manage an unlimited number of disease and condition tracking types (disease registries)
  7. Both patient-appointment and visit-history data available as criteria for both reports and searches.
  8. Measures in reports support a target value with applicable, easy-to-see graphics
  9. Reports values support an audit drill-down which generates a corresponding report
  10. Reports are easily printed or exported to Excel, HTML, or text format

**c. Implementation:** i2i’s one-time implementation encompasses the following scope of work:

- i. **System Build:** i2i conducts a needs assessment with your leadership team to understand unique needs and Key Performance Indicators; these items will be the backbone of our project charter for implementation. Through this process recommendations will be made on how to best structure Tracks based on best practices from similar sized organizations. As applicable, deployment includes full interfacing and mapping of standard EHR data elements, system configuration of searches, unlimited registries, and report and dashboard configuration for all UDS, MU, and priority Standard Quality Reporting measures. Our implementation setup will fully support your health center

protocols, guidelines and workflows and can be customized to your goals. We give you the choice of which guidelines you care to have implemented, i.e. UDS, MU/NQF, etc.

- ii. **Data Stewardship:** Data stewardship starts during the implementation process and continues until the Go-Live Date. During implementation, we take a team based approach to ensure that data mapping and validation occurs in a thoughtful and cohesive manner. During this process, we will collaborate with the QI and EHR lead at your organization to conduct 15 - 20 comparisons between EHR and i2iTracks® Databases. The goal is to ensure that both sides agree that data has been mapped correctly from the EHR to Tracks.
- iii. **Training:** i2i will design and facilitate a client centric training program based on mutually agreed upon participants and goals for utilization. The training program will include an interactive on-line training module designed to provide comprehensive instruction on how to most effectively leverage the i2iTracks application.
- iv. **Client Success Support:** Your organization will be provided the following support through the Client Success team which includes Client Success Executives and Population Health Management Consultants:
  - 1. Overall ownership of relationship with client partners from end of sales cycle - throughout client life cycle
  - 2. Develop individualized Client Success Plan to support the success of every client with their organizationally specific needs, goals, and desired outcomes
  - 3. Consultative services to assess workflow and to support adoption and utilization processes that align with and enhance care delivery/workflow
  - 4. Facilitate regular meetings/touch points (ie: monthly, quarterly, annually) to receive feedback, evaluate utilization, identify process improvement and optimization opportunities, and collaborate to develop action plans
  - 5. Coordination of all internal and external resources to ensure effective communication, action planning, and execution of deliverables
  - 6. Support expansion efforts to broaden use of i2i Population Health tools across client organizations effectively and meaningfully
  - 7. Promote and lead transformation endeavors to strengthen the value proposition of Population Health Management

**d. Description of Services:** The table below describes all Services included for the term of this SOW.

Description	Qty
<b>Subscription Fees</b>	
<b>i2iTracks Base Software License</b> - Includes bundle of Twenty (20) named users, implementation, Custom Data Integrator, Referral Manager Interface, iTi-Integrated Team Intelligence module, Social Drivers of Health (SDoH) Toolkit, PCMH Toolkit, data validation services and access to i2i's online training modules. Tracks hosted by i2i.	1
<b>Add-Ons</b> Unregistered Patient Manager (UPM) Module	1

<b>Interfaces</b> i2iLinks - Electronic Data: CPSI: Includes PMS Data, Medications, Allergies, Problem List, Vitals and desired integrated labs.	1
<b>Implementation Services</b> <b>As described above in Section 1d.</b>	1
<b>Professional Services</b> i2i University – Client Training Program <i>Includes access to i2i University and 10 Professional Service Hours for advanced i2iTracks training to be completed remotely via online sessions.</i>	1

**e. Pricing:**

CATEGORY	ONE-TIME FEES	MONTHLY FEE	ANNUAL FEE
<b>i2iTracks</b>	\$0.00	\$3,270.00	\$39,240.00

- i. Monthly invoicing of Subscription Fees to begin upon the Go-Live Date.
- ii. Sixty (60) month term (“Initial Term”) beginning upon the Go-Live Date.
- iii. No separate clinic Fee for i2iTracks – Waived Outpatient Clinic Fee – price above includes both Hospital and Morrow County Health District Clinics install of i2iTracks. (Assumes clinics are utilizing CPSI Thrive)
- iv. This SOW will renew automatically for successive one (1) year terms (“Renewal Terms”), unless either Party provides written notice to the other Party of its intent not to renew at least ninety (90) days prior to the expiration of the then current term.
- v. i2i reserves the right to increase its subscription fees by no more than five percent (5%) after the first 12 months of the term of the agreement but not more frequently than once in any 12 month period. i2i will notify Customer at least sixty (60) days in advance of any change in subscription fees.

**EXHIBIT B**  
**BUSINESS ASSOCIATE AGREEMENT**

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (“BAA”) is by and between **Morrow County Health District** (the “Covered Entity”) and i2i Systems, Inc. (“Business Associate”). Covered Entity and Business Associate may be referred to herein individually as a “Party” or collectively as the “Parties.”

**Background**

In providing the services under the Master Service Agreement (“Agreement”) to which this BAA is attached as Exhibit B, Covered Entity and Business Associate enter into this BAA to comply with the requirements of the implementing regulations at 45 Code of Federal Regulations (“C.F.R.”) Parts 160-64 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”), that are applicable to business associates, along with any guidance or regulations issued by Department of Health and Human Services (“HHS”). Covered Entity and Business Associate agree to incorporate into this BAA any regulations issued with respect to the HITECH Act that relate to the obligations of business associates. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HITECH Act.

**Agreement**

1. Definitions

- 1.1 Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in 45 CFR §§ 160.103, 164.304, 164.504 and 164.501.
- 1.2 “Designated Record Set” shall have the meaning set out in its definition at 45 CFR § 164.501.
- 1.3 “Electronic Protected Health Information” or “EPHI” means Protected Health Information (PHI) that is transmitted by or maintained in electronic media as set out in 45 CFR § 160.103.
- 1.4 “Health Care Operations” shall have the meaning set out in its definition at 45 CFR § 164.501.
- 1.5 “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.
- 1.6 “Limited Data Set” means protected health information that excludes the direct identifiers of the individual or of relatives, employers, or household members of the individual delineated under 45 CFR § 164.514(e)(2).
- 1.7 “Privacy Officer” shall have the meaning as set out in its definition at 45 CFR § 164.530(a)(1). The Privacy Officer is the official designated by a Covered Entity or Business Associate to be responsible for compliance with HIPAA regulations.
- 1.8 “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A, and E.
- 1.9 “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR § 164.501, limited to the information created or received by Business

Associate from or on behalf of Covered Entity. PHI includes information in any format, including, but not limited to, electronic or paper.

- 1.10 “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.103.
- 1.11 “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system as provided in 45 C.F.R. § 164.304.
- 1.12 “Security Event” means an immediately reportable subset of security incidents which incident would include:
- a) a suspected penetration of Business Associate’s information system of which the Business Associate becomes aware, but for which it is not able to verify within forty-eight (48) hours (of the time the Business Associate became aware of the suspected incident) that PHI or other confidential data was not accessed, stolen, used, disclosed, modified, or destroyed;
  - b) any indication, evidence, or other security documentation that the Business Associate’s network resources, including, but not limited to, software, network routers, firewalls, database and application servers, intrusion detection systems or other security appliances, may have been damaged, modified, taken over by proxy, or otherwise compromised, for which Business Associate cannot refute the indication within forty-eight (48) hours of the time the Business Associate became aware of such indication; and/or
  - c) the unauthorized acquisition, including, but not limited to, access to or use, disclosure, modification or destruction, of unencrypted PHI or other confidential information of the Covered Entity by an employee or authorized user of Business Associate’s system(s), which materially compromises the security, confidentiality, or integrity of PHI or other confidential information of the Covered Entity.

If data acquired (including, but not limited to, access to or use, disclosure, modification or destruction of such data) is in encrypted format but the decryption key which would allow the decoding of the data is also taken, the Parties shall treat the acquisition as a breach for purposes of determining appropriate response.

- 1.13 “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information” at 45 CFR Parts 160 and 164, Subparts A and C, and any other applicable provision of HIPAA, and any amendments thereto, including HITECH.
- 1.14 “Unsecured PHI” shall mean PHI or ePHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued pursuant to § 13402 of the HITECH Act, as provided in 45 C.F.R. § 164.40.2.

## 2. Permitted Uses and Disclosures of Business Associate

- 2.1 Operations on Behalf of Covered Entity. Pursuant to the terms herein or any written agreement between Business Associate and Covered Entity, Business Associate is permitted to use and disclose PHI that it creates or receives on Covered Entity’s behalf or receives from Covered Entity or another business associate of Covered Entity (collectively, “Covered Entity’s Protected Health Information”).

2.2 Business Associate's Operations. Except as otherwise limited in this BAA, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B). Business Associate may de-identify PHI received from Covered Entity and use such de-identified data, consistent with the Privacy Rule's standards for de-identification. 45 C.F.R. § 164.514. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. § 164.502(j)(1). Business Associate may use PHI for its proper management and administration or to carry out Business Associate's legal responsibilities.

### 3. Obligations of Business Associate

3.1 Compliance with the Privacy Rule. Business Associate agrees to use appropriate safeguards to prevent disclosure of the PHI other than as provided for by this BAA, and to implement administrative, physical, and technical safeguards as required by 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 in order to protect the confidentiality, integrity, and availability of PHI that the Business Associate receives, creates, maintains or transmits to the same extent as if the Business Associate were a Covered Entity. The Business Associate shall undertake such actions in a manner that is consistent with any guidance issued by the Secretary pursuant to the HITECH Act.

3.2 Business Associate Contracts. Business Associate shall require any agent, including a subcontractor, to whom it provides PHI received from, maintained, created or received by Business Associate on behalf of Covered Entity, or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI or other confidential information, to agree, by written contract with Business Associate, to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information.

3.3 Mitigation of Harmful Effect of Violations. Business Associate agrees to mitigate, to the extent reasonably practicable and as Required by Law, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

#### 3.4 Privacy Obligation Breach and Security Incidents.

3.4.1 Privacy Breach. Business Associate will report to Covered Entity any use or disclosure of Covered Entity's Protected Health Information not permitted by this BAA or in writing by Covered Entity. In addition, Business Associate will report, following discovery and without unreasonable delay, but in no event later than fifteen (15) calendar days following discovery, any "Breach" of "Unsecured Protected Health Information" as these terms are defined by the HITECH Act and any implementing regulations. Business Associate shall notify the Covered Entity of any Security Incident which would constitute a Security Event as defined by this BAA in a preliminary report within fifteen (15) calendar days and with a full report of the incident not less than thirty (30) calendar days after it became aware of the incident. Business Associate shall cooperate with Covered Entity in investigating the Breach and in meeting the Covered Entity's obligations under the HITECH Act and any other security breach notification laws. In the event of a breach, Business Associate and Covered Entity will work together to comply with any required regulatory filings.

3.4.2 Report. Any such report shall include the identification (if known) of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate will make the report to Covered Entity not more than fifteen (15) calendar days after Business Associate learns of such non-permitted use or disclosure. Business Associate's initial report will include, to the extent such information is available,



the Individual's affected, the PHI affected, the nature of the non-permitted access, use or disclosure, and the steps Business Associate took to secure the PHI.

- 3.4.3 Security Incidents. Business Associate will report to Covered Entity any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of Covered Entity's Electronic Protected Health Information or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware. Business Associate will make this report upon Covered Entity's request, except if any such security incident resulted in a disclosure of Covered Entity's Protected Health Information not permitted by this BAA, Business Associate will make the report in accordance with this Section 3.4.
- 3.5 Audit Reporting. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity, or at the request of Covered Entity, to the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA.
- 3.6 Access of Individual to PHI and other Requests to Business Associate. If Business Associate receives PHI from Covered Entity in a Designated Record Set, Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity in order to meet its requirements under 45 CFR § 164.524. If Business Associate receives a request for PHI in the possession of the Covered Entity, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Business Associate shall promptly forward the request to Covered Entity within five (5) business days. Business Associate shall then assist Covered Entity as necessary in responding to the request in a timely manner. If Business Associate provides copies of PHI to the individual, it may charge a reasonable fee for the copies as the regulations shall permit.
- 3.7 Requests to Covered Entity for Access to PHI. The Covered Entity shall forward to the Business Associate within five (5) business days any Individual's request for access to or a copy of their PHI that shall require Business Associate's participation, after which the Business Associate shall provide access to or deliver such information.
- 3.8 Individuals' Request to Amend PHI. If Business Associate receives PHI from Covered Entity in a Designated Record Set, Business Associate agrees to make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, regarding an Individual's request to amend PHI. The Business Associate shall make the amendment promptly in the time and manner designated by Covered Entity, but shall have thirty (30) calendar days' notice from Covered Entity to complete the amendment to the Individual's PHI and to notify the Covered Entity upon completion.
- 3.9 Recording of Designated Disclosures of PHI. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- 3.10 Accounting for Disclosures of PHI. The Business Associate agrees to provide to Covered Entity or to an Individual, in time and manner designated by Covered Entity, information collected in accordance with this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. The Covered Entity shall forward the Individual's request requiring the participation of the Business Associate to the Business Associate within five (5) business days, after which the Business Associate shall provide such information.



- 3.11 Minimum Necessary. Business Associate agrees it must limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.
- 3.12 Security and Privacy Compliance Review upon Request. Business Associate agrees to make its internal practices, books and records, including policies, procedures, and PHI, relating to the use and disclosure of PHI received from, created by or received by Business Associate on behalf of Covered Entity available to the Covered Entity or to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the requester, for purposes of determining Covered Entity's or Business Associate's compliance with the Security & Privacy Rules.
- 3.13 Cooperation in Security & Privacy Compliance. Business Associate agrees to fully cooperate in good faith and to assist Covered Entity in complying with the requirements of the Security & Privacy Rules.
- 3.14 Contact for Security Event Notice. Notification for the purposes of notification shall be in writing made by certified mail or overnight parcel, with supplemental notification by facsimile, email, or telephone as soon as practicable, to the respective Party at the address first included above.
4. Obligations of Covered Entity
- 4.1 Notice of Privacy Practices. Covered Entity shall provide Business Associate with the notice of Privacy Practices produced by Covered Entity or provided to Covered Entity as a result of Covered Entity's obligations with other organizations in accordance with 45 CFR § 164.520, as well as any changes to such notice.
- 4.2 Notice of Changes in Individual's Access or PHI. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses.
- 4.3 Notice of Restriction in Individual's Access or PHI. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use of PHI.
- 4.4 Restriction on Requests. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rules if done by Covered Entity.
5. Term and Termination
- 5.1 Term. The terms of this BAA shall be effective as of the date on which it has been signed by both Parties and shall remain in force and effect until either: (i) terminated in accordance with the Agreement; (ii) terminated by either Party when all of the PHI received from, or created by Business Associate from the Covered Entity is destroyed or returned to the Covered Entity, or if it is infeasible to return or destroy the PHI, the protections are extended to such information in accordance with the requirements herein; or (iii) upon a breach of this BAA by the other Party provided that the breaching Party does not cure such breach within thirty (30) days of notice of the breach. If neither cure nor termination is feasible the non-breaching Party may report the breach to the Secretary.
- 5.2 Termination for Cause. This BAA authorizes Covered Entity, and Business Associate acknowledges and agrees Covered Entity shall have the right, to immediately terminate this BAA in the event

Business Associate fails to comply with, or violates a material provision of, this BAA or any provision of the Privacy or Security Rules.

5.2.1 Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- a) Provide notice of breach and an opportunity for Business Associate to reasonably and promptly cure the breach or end the violation, and terminate this BAA if Business Associate does not cure the breach or end the violation within the reasonable time specified by Covered Entity; or
- b) Immediately terminate this BAA if Business Associate has breached a material term of this BAA and cure is not possible; or
- c) If termination, cure, or end of violation is not feasible, Covered Entity shall report the violation to the Secretary.

5.3 Effect of Termination. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make the return or destruction of such information infeasible. Upon such notification, Business Associate shall extend the protections of this BAA to such PHI, and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

## 6. MISCELLANEOUS

6.1 Regulatory Reference. A reference in this BAA to a section in the Privacy or Security Rule means the section as in effect or as amended.

6.2 Modification and Amendment. This BAA may be modified only by express written amendment executed by the Parties. The Parties agree to take such action to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191.

6.3 State and Federal Compliance. The Business Associate shall comply with all applicable State and Federal laws and regulations in the performance of this BAA.

6.4 Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the Privacy and Security Rules.

6.5 Headings. Paragraph Headings, as used in this BAA, are for the convenience of the Parties and shall have no legal meaning in the interpretation of the BAA.

6.6 Notice. Unless otherwise described herein, all notices, requests, demands, and other communications required or permitted to be given under this BAA shall be in writing, and shall be effective upon receipt. Such notice may be made by personal delivery, by facsimile or electronic mail with return facsimile or electronic mail acknowledging receipt, by overnight delivery service with proof of delivery, or by certified or registered United States mail, return receipt requested. All such communications shall be sent to the respective Party at the address first included in the Agreement to which this BAA is attached.

6.7 Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this BAA, to exercise any option, to enforce any right, or to seek any remedy upon any

default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this BAA shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this BAA.

- 6.8 Severability. Any provision of this BAA that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
- 6.9 Governing Law. This BAA shall be governed by and construed in accordance with the laws of the State of Tennessee except to the extent that said law has been pre-empted by HIPAA or HITECH.
- 6.10 Conflicts. The terms and conditions of this BAA will override and control any conflicting term or condition of any other agreement between the Parties except for the Agreement. All nonconflicting terms and conditions of other agreements between the Parties remain in full force and effect.

**Covered Entity**

**Business Associate:**

**Morrow County Health District**

**i2i Systems, Inc.**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Justin L. Neece

Title: \_\_\_\_\_

Title: President and Chief Executive Officer

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

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

**EXHIBIT C**  
**SERVICE LEVEL AGREEMENT**

The Parties have agreed to the following terms and conditions:

I. Definitions

Terms used in this Agreement have the following meaning:

- a. “After Hours Support” shall be defined as i2i responses to telephone and email portal inquiries from Customer concerning problems, questions, or assistance regarding the operation of the Software, which is available during the Business Day as defined above. In addition, i2i makes available to Customer a support portal through which Customer can make inquiries. The support portal is available twenty-four (24) hours a day, seven (7) days per week, three hundred sixty-five (365) days per year at no additional charge.
- b. “Business Day” shall be defined as Monday through Friday, excluding holidays recognized by i2i, during the hours of 9 a.m. and 5 p.m. CST. A list of the recognized i2i holidays is attached hereto as Exhibit C-1 and incorporated by reference.
- c. “Confidential Information” shall be defined as all of the proprietary, non-public information of either Subscriber or i2i, disclosed pursuant to or in furtherance of this Agreement, including but not limited to all Technical Information as defined herein. Information related to i2i’s business practices, and all specific proprietary information relating to the PopIQ Service, since any such information would be useful to a potential competitor. Notwithstanding the foregoing, “Confidential Information” shall not include any information, that the recipient can demonstrate through clear and convincing evidence (i) was in its knowledge or possession prior to disclosure by the discloser, (ii) was in the public domain at the time of disclosure or subsequently entered the public domain through no fault of recipient, (iii) was disclosed to recipient by a third Party with the right to make such a disclosure, or (iv) was developed independently by recipient prior to having access to the disclosing Party’s Confidential Information under this Agreement.
- d. “Customization” shall be defined as modifications and/or enhancements to the Software to incorporate Customer’s specifications.
- e. “Error” shall be defined as an Incident as defined below reported by Customer to i2i as a result of reproducible behavior that deviates from the Software specifications.
- f. “Event” shall be defined as an event that is not an Incident, related to i2i, of which Customer becomes aware, including, but not limited to, unethical behavior.
- g. “Incident” shall be defined as a single support question relating to the Software that cannot be broken down into subordinate questions.
- h. “Update” shall be defined as a modification, correction, or addition to the Software or documentation, including maintenance releases, and enhancements that i2i makes available to its customers without additional charge. The definition of “Update” excludes Upgrades but includes new versions of the Software and releases to address new government-required certifications supported by the i2i.

- i. “Upgrade” shall be defined as an enhancement or addition to the Software other than the Update, which i2i does not make available to all of its commercial Customers as part of the standard support services under a Software support and maintenance agreement but is only made commercially available subject to a payment of a separate charge.
- j. “Workaround” shall be defined as a series of instructions, procedural steps, or usage clarifications to avoid an Error or circumvent its effects. A Workaround does not involve issuance of new programming code.
- k. “Software Migration” shall be defined as follows: the i2iTracks database server needs to be moved to a new physical or virtual server.

## II. Support Services

- a. i2i will perform the following services on behalf of Customer:
  - i. Updates. i2i will deliver to Customer one (1) copy of any Software Updates in object code format and one (1) set of documentation Updates for the Software when i2i makes each Update available for general release. For the avoidance of doubt, any Updates shall be automatically treated as part of the Software, and Customer shall be authorized to use the Updates in accordance with the original license grant set forth in the Master Service Agreement.
  - ii. Errors. i2i will use reasonable commercial efforts to remedy programming errors that prevent the Software from substantially conforming to the specifications and documentation. Each Party agrees to notify the other Party upon discovery of an error caused by a third-party hosting vendor which may delay the ability to remedy any error.
  - 1. Telephone and E-mail Support. i2i will provide reasonable Support during i2i’s Business Day as follows:
    - a. i2i will provide reasonable assistance to Customer in order to determine if a problem Customer is encountering is attributable to an Error, and will address Errors in accordance with Section II(a)(ii) above.
    - b. i2i will provide reasonable assistance to resolve Customer problems that occur during the normal usage of the Software.
  - iii. Customizations. Customer may submit requests to i2i for Customizations, which if agreed to, will be performed at an additional charge pursuant to a separate Statement of Work entered into between the Parties. All additional customization work will be performed during the Term at the rate of Two Hundred and Twenty Dollars (\$220.00) per Hour. Customization work performed in any subsequent Renewal Period may be performed at an increased rate. Customizations may result in an increase to the Annual Fee as set forth in Section V (a) below.
  - iv. Upgrades. i2i will make Upgrades available for purchase by Customer upon release for an additional charge pursuant to a separate agreement. Pricing for Upgrades will

be at i2i's then standard Upgrade rates. For the avoidance of doubt, any Upgrades purchased by Customer shall be automatically treated as part of the Software, and Customer shall be authorized to use the Upgrades in accordance with the original license grant set forth in the Master Service Agreement.

- b. i2i's obligation to provide support services is conditioned upon the following:
  - i. Customer materially complies with all of i2i's maintenance instructions;
  - ii. Customer makes reasonable efforts to correct the Error after consulting with i2i;
  - iii. Customer promptly installs all maintenance releases;
- c. i2i's obligation to provide support services in the event Software is hosted by Customer onsite is conditioned on the following:
  - i. Customer procures, installs, and maintains all equipment, network connections, and other hardware necessary to operate the Software;
  - ii. Customer provides to i2i full access to Customer's servers. In order to allow seamless and prompt support for i2i products, Company requires un-attended access to the Tracks database server, this access may be activated and deactivated at the Customer's discretion.

**Preferred Database server Access method is Securelink.**

Other options include:

1. Remote Desktop
2. LogMeIn
3. GoToAssist (with unattended support installed)
4. Team Viewer

- d. i2i's response goals are set forth in Exhibit C-2 attached hereto and incorporated by reference.

III. Exclusions from Support Services. Support Services in the following situations are considered outside the scope of support covered by the Annual Fee; provided, however, i2i will provide support in these situations for an additional charge:

- a. Error is caused by Customer's act or omission or, if applicable, a third-party host's (such as but not limited to, an Electronic Health Record system) act or omission, a hardware function not attributable to i2i (including where the hardware function is not compliant with i2i's operating environment), a problem with a third-party's software or data from interfacing, or other causes beyond the reasonable control of i2i;
- b. Customer has failed to comply with any of its expressly stated obligations under the Agreement pertaining to the use and operation of the Software;

- c. Software has been used for a purpose other than the specific purpose for which it is designed;
- d. Customer has failed to incorporate any Updates previously provided by i2i that corrected such Error;
- e. Customer requires a Software Migration to a new physical or virtual server at any time following installation;
- f. Software is being hosted by a third party who has not signed a third-party maintenance and support agreement with i2i.
- g. In the event Software is being hosted by Customer onsite or by a third-party host, Software has been changed, modified, or damaged (except under the direct supervision of i2i or as otherwise agreed to by i2i in writing), which includes any writing to the Software's database or edits to the code in the Software by a third party other than i2i. For the purposes of this Agreement, writing to the Software database includes modifying the database, its structure, or algorithms, but does not include uploading data through i2i's standard interface;
- h. In the event Software is being hosted by Customer onsite or by a third-party host, when Error is caused by hardware malfunction (including a malfunction resulting from Customer or a third-party host's negligence), provided that i2i will not be responsible for repairs to any hardware;

IV. Customer Reporting and Obligations. Customer shall report all Incidents and Events to i2i as soon as practicable. Information to be reported may include the following:

- a. The name(s) and version of the Software, including all maintenance releases if applicable;
- b. A general description of the operating environment in which the Software is being used;
- c. Where a reproducible test case that demonstrates the specific sequence of events that causes the Error to be reported;
- d. Exact wording of all related Error messages, if applicable;
- e. A full description of the Incident and expected results;
- f. Any special circumstances surrounding the discovery of the Incident for which Customer is seeking technical support;
- g. Software logs or screen shots, where applicable; and
- h. In the event Customer is hosting Software onsite:
  - i. The hardware system (including model and serial number); and
  - ii. Configuration details, where applicable.

Incident Reports should be submitted in the Customer Portal at the following website: [www.i2ipophealth.com](http://www.i2ipophealth.com) or by telephone at 615-561-1190.

Event Reports should be submitted to the following email address: [i2iCompliance@i2ipophealth.com](mailto:i2iCompliance@i2ipophealth.com). i2i will treat all Event Reports as confidential unless otherwise directed by the reporting party.

**Exhibit C-1**  
**Company Holidays**

The following are the holidays recognized by the i2i:

- New Year's Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve
- Christmas – If Christmas falls on a Saturday, the day before is a holiday; if Christmas falls on a Sunday, the day after is a holiday.
- New Year's Eve



**Exhibit C-2**

**i2i Response Goals**

Priority (as determined by i2i Support Staff)	Description	Acknowledge and Triage Time	Resolution Approach
P1 – Critical	<p>A P1 support issue is described as critical—any i2i product or solution is inoperable for all users. Support personnel will begin working on your problem immediately. P1 examples include all users unable to log into i2iTracks, the system is down, or users are receiving a fatal error.</p>	2 business hours	<p>Assuming that the issue is related directly to an i2i product or solution, then i2i will assign support staff to triage and resolve the issue and provide Updates or Workarounds within 5 business days of receipt of notice of the issue.</p>
P2 – Urgent	<p>A P2 support issue is described as urgent—a problem causing an inconvenience, but the customer can still access any i2i product or solution.</p> <p>Support personnel will begin working on your problem within four hours. A P2 example includes interface errors or interface data issues.</p>	6 business hours	<p>Assuming that the issue is related directly to an i2i product or solution, then i2i will assign support staff to triage and identify the problem. i2i will exercise commercially reasonable efforts to resolve the issue.</p>
P3 – Non-Urgent	<p>A P3 support issue is described as non-urgent—an enhancement request or intermittent issue that may require research to resolve. Support personnel will log the call and the customer can follow the progress on-line. P3 examples include general questions, password issues, training request.</p>	1 business day	<p>Assuming that the issue is related directly to i2iTracks, i2i will address request and work to establish a mutually acceptable time frame for resolution. i2i will use commercially reasonable efforts to resolve the issue in the next Update.</p>