

Board Meeting Agenda July 25, 2022 at 6:30 p.m.

In Person	Irrigon City Hall
	500 NE Main Ave, Irrigon, OR 97844
Zoom	https://us06web.zoom.us/j/88401894646?pwd=cElEeEo4bTRkRXk5amdMNTZqVmNqUT09
	Meeting ID: 884 0189 4646
	Passcode: 717627

1. Call to Order

2. Public Comments

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

3. Approval of Meeting Minutes

- A. July 8, 2022 Special Session
- B. June 27, 2022 Regular Session

4. CEO Report & Executive Team Dashboard - Emily Roberts

5. New Business

- A. Promise of Excellence Updates
- B. AFSCME Union Agreement
- C. Community Benefit Request
- D. Skyline Medical Staff Contract
- E. Jogan Health Contract
- F. Medical Staff Appointments
- G. Surplus Items
- H. Ventilator Quote

6. Old Business

7. Executive Session

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

8. Adjourn



Board of Directors Special Session Meeting Minutes

Meeting Information			Committee Members		
Meeting	July 8, 2022	Board	Present by Zoom: John Murray, Carri Grieb, Aaron Palmquist, Diane Kilkenny, Marie Shimer		
Date/Time:	@ 12 p.m.	Members:	Members:		
Location	Zoom Only	Guests:	Staff Members by Zoom: Emily Roberts, Nicole Mahoney, Patti Allstott, Michael Lieuallen, Sam Van Laer		
			Press by Zoom: David Sykes		
Video Dial In:	Zoom	Leader:	Marie Shimer, Board Chair Recorder: Emily Roberts		

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	Chair Marie Shimer called the meeting to order at 12:01 p.m.
2. New Business	
A. New Appointment to EMS Advisory Committee	Two applications were presented to the Board for the EMS Advisory Committee position required to be filled by a MCHD EMT in Boardman.
Committee	MOTION: Aaron Palmquist moved to appoint Richard Hernandez to the EMS Advisory Committee. John Murray seconded the motion. The motion passed unanimously by all board members.
B. Public Relations	A public relations contract with GARD was presented to the Board.
Contract	MOTION: Aaron Palmquist moved to approve the contract with GARD as presented. Carri Grieb seconded the motion. The motion passed unanimously by all board members.
3. Executive Session	 Marie Shimer announced an Executive Session under ORS 192.660(2)(f) to consider information or records that are exempt from public inspection.
4. Open Session	Executive Session adjourned at 12:33 p.m. and returned to Open Session.
	MOTION: Aaron Palmquist moved to authorize the CEO to engage in separation negotiations with the AFSCME Union. John Murray seconded the motion. The motion passed unanimously by all board members.
5. Adjourn	With no further business to come before the board, session adjourned at 12:36 p.m.
	Minutes taken and submitted by Emily Roberts. Approved

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Board of Directors Meeting Minutes

Meeting Information			Committee Members		
Meeting Date/Time:	June 28 th , 2022 @ 6:30 p.m.	Board Members:	Present: John Murray, Carri Grieb (Zoom), Aaron Palmquist, Diane Kilkenny, Marie Shimer		
Location	Pioneer Memorial Clinic 130 Thompson Ave Heppner, OR 97836	Guests:	Staff Members: Emily Roberts, Nicole Mahoney, Patti Allstott, Jamie Houck, Sam Van Laer, Richard Hernandez, Natalia Wight (Zoom) Guests: Doris Brosnan, Unknown Zoom User Press: David Sykes		
Video Dial In:	Zoom	Leader:	John Murray, Board Chair Recorder: Jodi Ferguson		

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Agenda Item	Notes/Minutes
1. Call to Order	Chairman John Murray called the meeting to order at 6:30 p.m.
2. Public Commer	nts • No public comments.
3. Approval of Mir	nutes MOTION: Aaron Palmquist moved to approve the minutes for the May 5 2022 special session and the May 23, 2022 regular session as presented. Diane Kilkenny seconded the motion. The motion passed unanimously by all board members present.
4. Promise of Exc Review	John Murray reviewed some of the topics of the District's Promise of Excellence.
5. CEO Report & E Team Dashboa	
6. CFO Financial I	Report • Financials for May 2022 were presented by Nicole Mahoney. The district had a \$215,919 gain for the month.
	MOTION: Aaron Palmquist moved to approve the modifications to the proposed budget for FY 2022-2023 as presented. Marie Shimer seconded the motion. The motion passed unanimously by all board members present.
7. New Business	
A. Resolution	#141-0622 • Modifications to proposed budget for FY 2022-2023 were presented by Nicole Mahoney.

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	MOTION: Aaron Palmquist moved to approve modifications to the budget for FY2022-2023 as presented. Marie Shimer seconded the motion. The motion passed unanimously by all board members present.
	 Resolution 141-0622 – In the matter of adopting the budget, making appropriations, imposing and categorizing taxes was presented.
	MOTION: Aaron Palmquist moved to approve resolution #141-0622 as presented for adoption of the FY 2022-2023 budget for \$23,536,653 and making appropriations, imposing and categorizing taxes. Carri Grieb seconded the motion. The motion passed unanimously by all board members present.
B. Resolution #140-0622	Resolution 140-0622 – Authorization to Invest Funds was presented.
	MOTION: Aaron Palmquist moved to approve Resolution 140-0622 as presented. Marie Shimer seconded the motion. The motion passed unanimously by all board members present.
C. PA Wage Scale Proposal	 Emily presented the District's current Physician Assistant and Nurse Practitioner wage scales with a recommendation to move the PAs to the same scale as the NPs.
	MOTION: Aaron Palmquist moved to approve the same scale for PAs and NPs as presented. Marie Shimer seconded the motion. The motion passed with 4 in favor (Aaron Palmquist, John Murray, Carri Grieb, Marie Shimer) and 1 opposed (Diane Kilkenny).
D. Dr. Metzler Contract	 Emily presented a contract addendum for Dr. Metzler to serve as the District's Trauma Medical Director as of 07/01/2022.
Addendum	MOTION: Aaron Palmquist moved to approve the addendum to Dr. Metzler's contract as presented. Diane Kilkenny seconded. The motion passed unanimously by all board members present.
E. Physician Assistant Contract	 Emily presented a Physician Assistant Contract for Justin Cameron, PA-C to provide services at Irrigon Medical Clinic as of 08/15/2022.
	MOTION: Aaron Palmquist moved to approve the contract for Justin Cameron, PA-C as presented. Marie Shimer seconded. The motion passed unanimously by all board members present.
F. Laboratory Consulting	Emily presented a revised contract with InCyte Pathology.
Contract	MOTION: Marie Shimer moved to approve the contract with InCyte Pathology as presented. Diane Kilkenny seconded. The motion passed unanimously by all board members present.
G. Privileges for Radiologists with	 Emily presented a packet containing 19 new appointments to medical staff for Radiology Specialist of Northwest, which were approved by the District's medical staff.
Radiology Specialist of Northwest	MOTION: Aaron Palmquist moved to approve all 19 appointments to medical staff as presented. Marie Shimer seconded. The motion passed unanimously by all board members present.
H. Annex Remodel Quote	 Emily presented a quote for the remodel of the annex building, which will allow the administration team to move to the annex, freeing up space for additional clinical services in the hospital.
	MOTION: Aaron Palmquist moved to approve the remodel of the annex building up to \$16,000. Carri Grieb seconded. The motion passed unanimously by all board members present.

I. Election of Board Officers	 John Murray requested an election of board officers. Carri Grieb nominated Marie Shimer as Chair. No other nominations were put forth.
	VOTE: All board members voted unanimously for Marie Shimer as Chair.
	Carri Grieb nominated Diane Kilkenny as Vice Chair. No other nominations were put forth.
	VOTE: All board members voted unanimously for Diane Kilkenny as Vice Chair.
	New appointments will be effective 07/01/2022.
8. Old Business	None.
9. Executive Session	 John Murray announced Executive Sessions under ORS 192.660(2)(c) to consider matters pertaining to the function of the medical staff of a public hospital; ORS 192.660(2)(f) to consider information or records that are exempt from public inspection; and ORS 192.660(2)(i) to review and evaluate the employment-related performance of a public employee who does not request open hearing. With no further business to come before the board, the regular session adjourned at 7:37 p.m. Executive session was called to order at 7:42 p.m. and adjourned at 9:06 p.m.
10. Adjourn	With no further business to come before the board, regular session adjourned at 7:37 p.m. Minutes taken and submitted by Jodi Ferguson. Approved

July 2022

FINANCIAL		
Days Cash on Hand	64*	Goal ≥ 90
Days in AR	49*	Goal ≤ 60



^{*}Updated June 2022.

HUMAN RESOURCES		
Turnover Rate (Rolling 3 Months - February to April 2022)	10%*	
Vacancy Rate	13.9%	
Number of Open Positions	15	

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

RURAL HEALTH CLINICS				
MEASURE	PMC	IMC	ICC	
Third Next Available (Current Month)	19	31	4	
Total Visits (Previous Month)	158	315	99	

[&]quot;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 2022	Qtr 1 2022	Qtr 4 2021
Pioneer Memorial Clinic	86%	65%	80%
	N = 7	N = 23	N = 25
Irrigon Medical Clinic	75%	67%	73%
	N = 8	N = 18	N = 15
Ione Community Clinic	71%	100%	100%
	N = 7	N = 5	N = 12
NRC Average	83%		

Would you recommend this provider's office to your family and friends?				
	Qtr 2 2022	Qtr 1 2022	Qtr 4 2021	
Pioneer Memorial Clinic	86%	91%	88%	
	N = 7	N = 23	N = 24	
Irrigon Medical Clinic	100%	83%	87%	
	N = 7	N = 18	N = 15	
Ione Community Clinic	100%	100%	100%	
	N = 7	N = 6	N = 13	
NRC Average	90%			

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

^{*}Turnover rate includes six temporary positions, which ended as planned.

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 2022	Qtr 1 2022	Qtr 4 2021
ER Adult	70%	88%	81%
	N = 10	N = 16	N = 37
NRC Average	64%		
Bed Size 6 - 24 Average	77%		

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

	Qtr 2 2022	Qtr 1 2022	Qtr 4 2021
ER Adult	80%	80%	78%
	N = 10	N = 15	N = 37
NRC Average	66%		
Bed Size 6 - 24 Average	78%		

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

	Qtr 2 2022	Qtr 1 2022	Qtr 4 2021
ER Pediatric	33%	50%	No Data
	N = 3	N = 2	N = 0
NRC Average	65%		

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

	Qtr 2 2022	Qtr 1 2022	Qtr 4 2021
ER Pediatric	0%	50%	No Data
	N = 3	N = 2	N = 0
NRC Average	69%		

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

	Qtr 2 2022	Qtr 1 2022	Qtr 4 2021
Inpatient	100%	100%	40%
	N = 2	N = 3	N = 5
NRC Average	71%		
Bed Size 6 - 24 Average	81%		

Would you recommend this hospital to your friends and family?

	Qtr 2 2022	Qtr 1 2022	Qtr 4 2021
Inpatient	100%	75%	60%
	N = 2	N = 4	N = 5
NRC Average	72%		
Bed Size 6 - 24 Average	80%		

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

	Qtr 2 2022	Qtr 1 2022	Qtr 4 2021
Hospital	100%	No Data	No Data
	N = 1	N = 0	N = 0
NRC Average	71%		
Bed Size 6 - 24 Average	81%		

Would you recommend this hospital to your friends and family?

	Qtr 2 2022	Qtr 1 2022	Qtr 4 2021
Hospital	100%	No Data	No Data
	N = 1	N = 0	N = 0
NRC Average	72%		
Bed Size 6 - 24 Average	80%		

Score is equal to or greater than the NRC Average

Score is less than the NRC Average, but may not be significantly

Score is significantly less than the NRC Average



			BOAR	DMAN					IRRI	GON					HEPI	PNER				IONE	
2022		899			898			299			298			599			598			699	
	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs
January	1.0	5.1	51.0	0.5	6.5	2.0	8.0	12.0	43.0	N/A	N/A	0.0	5.0	12.5	20.0	4.0	8.0	9.0	N/A	N/A	0.0
February	1.2	5.0	48.0	5.2	7.0	2.0	5.5	8.9	18.0	N/A	N/A	0.0	6.0	15.0	23.0	10.1	15.0	2.0	N/A	N/A	0.0
March	1.0	4.7	46.0	0.1	3.1	1.0	5.6	8.5	22.0	8.5	10.0	2.0	7.0	9.9	16.0	2.7	11.2	2.0	7.1	11.3	1.0
April	1.0	3.8	34.0	0.5	3.7	10.0	6.2	9.0	22.0	N/A	N/A	0.0	7.0	17.0	16.0	7.0	29.0	2.0	N/A	N/A	0.0
May	0.6	4.0	46.0	0.0	0.0	1.0	6.0	8.9	34.0	N/A	N/A	0.0	6.0	12.6	18.0	18.6	29.5	6.0	N/A	N/A	0.0
June	0.6	3.7	38.0	1.1	2.7	8.0	6.0	2.1	36.0	8.0	13.0	1.0	6.0	4.0	41.0	1.0	5.0	5.0	N/A	N/A	0.0
July																					
August																					
September																					
October																					
November																					
December																					

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

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

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

Boardman Incident	MCHD 899 (Boardman) Responds First	MCHD 299 (Irrigon) Responds Second	MCHD 898 (Boardman) Responds Third	MCHD 298 (Irrigon) Responds Fourth	
Irrigon Incident	MCHD 299 (Irrigon) Responds First	MCHD 899 > (Boardman) Responds Second	MCHD 298 (Irrigon) Responds Third	MCHD 898 (Boardman) Responds Fourth	
Heppner Incident	MCHD 599 (Heppner) Responds First	MCHD 598 (Heppner) Responds Second	MCHD 699 (lone) Responds Third		
lone Incident	MCHD 699 (Ione) MCHD 599 (Heppner) Respond Together	MCHD 598 (Heppner) Responds Second			

PIONEER MEMORIAL CLINIC - JUNE 2022

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Dr. Lion	Patient Hours Available	8					7.5	7.5	7.5												7.5	8	8					7.5	8	7.5		77
	Patients Seen	13					2	1	11												5	3	10					5	7	10		67
	No Shows	1					1	0	0												1	0	1					1	0	3		8
	Patient Cancellations	0					1	0	0												0	1	1					0	0	0		3
	Clinic Cancellations	0					4	7	0												2	4	0					0	5	1		23
	Pts. Per Available Hour	1.6					0.3	0.1	1.5												0.7	0.4	1.3					0.7	0.9	1.3		0.9
	No Show Rate	7%					13%	0%	0%												13%	0%	8%					17%	0%	21%		8%
	Patient Cancel Rate	0%					13%	0%	0%												0%	13%	8%					0%	0%	0%		3%
	Clinic Cancel Rate	0%					50%	88%	0%												25%	50%	0%					0%	42%	7%		23%
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. Sirucek	Patient Hours Available			3.75							3.75			8	8	8	8	8			8	8	8									71.5
Dir dir decik	Patients Seen			4							5.75			12	4	8	9	7			12	10	11									82
	No Shows			1							1			1	0	2	1	0			1	1	0									8
	Patient Cancellations			0							1			1	1	2	2	1			0	0	3									11
	Clinic Cancellations			0							1			0	2	0	0	3			0	0	0									6
	Pts. Per Available Hour			1.1							1.3			1.5	0.5	1.0	1.1	0.9			1.5	1.3	1.4									1.1
	No Show Rate			20%							13%			7%	0%	17%	8%	0%			8%	9%	0%									7%
	Patient Cancel Rate			0%							13%			7%	14%	17%	17%	9%			0%	0%	21%									10%
	Clinic Cancel Rate			0%							13%			0%	29%	0%	0%	27%			0%	0%	0%									6%
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
Provider Dr. Seals	Measure Patient Hours Available	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 8.5
Provider Dr. Seals	Patient Hours Available	1	2	3	4	5	2	7 2 2	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	2	25	26	27 2.5 1	28	29	30	8.5 9
	Patient Hours Available Patients Seen	1	2	3	4	5	2	2	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	2 3	25	26	2.5 1	28	29	30	
	Patient Hours Available Patients Seen No Shows	1	2	3	4	5	2 3 0	2 0	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	2 3 0	25	26	2.5 1 0	28	29	30	
	Patient Hours Available Patients Seen No Shows Patient Cancellations	1	2	3	4	5	2	2	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	2 3	25	26	2.5 1	28	29	30	
	Patient Hours Available Patients Seen No Shows Patient Cancellations Clinic Cancellations	1	2	3	4	5	2 3 0 0	2 0 1 0	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	2 3 0 0	25	26	2.5 1 0 0	28	29	30	8.5 9 0 1
	Patient Hours Available Patients Seen No Shows Patient Cancellations	1	2	3	4	5	2 3 0 0 0 1.5	2 0 1 0	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	2 3 0 0 0 1.5	25	26	2.5 1 0 0 0 0	28	29	30	
	Patient Hours Available Patients Seen No Shows Patient Cancellations Clinic Cancellations Pts. Per Available Hour	1	2	3	4	5	2 3 0 0	2 0 1 0	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	2 3 0 0	25	26	2.5 1 0 0	28	29	30	8.5 9 0 1 0
	Patient Hours Available Patients Seen No Shows Patient Cancellations Clinic Cancellations Pts. Per Available Hour No Show Rate	1	2	3	4	5	2 3 0 0 0 1.5	2 0 1 0 1.0	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	2 3 0 0 0 1.5	25	26	2.5 1 0 0 0 0 0.4	28	29	30	8.5 9 0 1 0 1.1 0%
Dr. Seals	Patient Hours Available Patients Seen No Shows Patient Cancellations Clinic Cancellations Pts. Per Available Hour No Show Rate Patient Cancel Rate Clinic Cancel Rate						2 3 0 0 0 1.5 0%	2 0 1 0 1.0 0% 33%																	2 3 0 0 0 1.5 0% 0%			2.5 1 0 0 0 0.4 0% 0% 0%				8.5 9 0 1 0 1.1 0% 10%
	Patient Hours Available Patients Seen No Shows Patient Cancellations Clinic Cancellations Pts. Per Available Hour No Show Rate Patient Cancel Rate Clinic Cancel Rate Measure	1	2	3	4	5	2 3 0 0 0 1.5 0% 0%	2 0 1 0 1.0 0% 33% 0%	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	2 3 0 0 0 1.5 0% 0%	25	26	2.5 1 0 0 0 0.4 0% 0%	28	29	30	8.5 9 0 1 0 1.1 0% 10% Total
Dr. Seals	Patient Hours Available Patients Seen No Shows Patient Cancellations Clinic Cancellations Pts. Per Available Hour No Show Rate Patient Cancel Rate Clinic Cancel Rate Measure Patient Hours Available	1 8		3 3.75			2 3 0 0 0 1.5 0% 0% 0%	2 0 1 0 1.0 0% 33% 0% 7 9.5	8 7.5		10 3.75			13 8	14 8	15 8	16 8	17 8			20 15.5	21 16	22 16		2 3 0 0 0 1.5 0% 0% 0%			2.5 1 0 0 0 0.4 0% 0% 0% 27	28	29 7.5		8.5 9 0 1 0 1.1 0% 10% Total 157
Dr. Seals	Patient Hours Available Patients Seen No Shows Patient Cancellations Clinic Cancellations Pts. Per Available Hour No Show Rate Patient Cancel Rate Clinic Cancel Rate Measure Patient Hours Available Patients Seen	1 8 13		3 3.75 4			2 3 0 0 0 1.5 0% 0% 0%	2 0 1 0 1.0 0% 33% 0% 7 9.5 3	8 7.5 11		10 3.75 5			13 8 12	14 8 4	15 8 8	16 8 9	17 8 7			20 15.5 17	21 16 13	22 16 21		2 3 0 0 0 1.5 0% 0% 0%			2.5 1 0 0 0 0.4 0% 0% 0% 0% 06	28 8 7	29 7.5 10		8.5 9 0 1 0 1.1 0% 10% Total 157 158
Dr. Seals	Patient Hours Available Patients Seen No Shows Patient Cancellations Clinic Cancellations Pts. Per Available Hour No Show Rate Patient Cancel Rate Clinic Cancel Rate Measure Patient Hours Available Patients Seen No Shows	1 8 13 1		3 3.75 4 1			2 3 0 0 0 1.5 0% 0% 0%	2 0 1 0 1.0 0% 33% 0% 7 9.5 3 0	8 7.5 11 0		10 3.75 5 1			13 8 12 1	14 8 4 0	15 8 8 2	16 8 9 1	17 8 7 0			20 15.5 17 2	21 16 13 1	22 16 21 1		2 3 0 0 0 1.5 0% 0% 0%			2.5 1 0 0 0.4 0% 0% 0% 27 10 6 1	28 8 7 0	29 7.5 10 3		8.5 9 0 1 0 1.1 0% 10% 0% Total 157 158 16
Dr. Seals	Patient Hours Available Patients Seen No Shows Patient Cancellations Clinic Cancellations Pts. Per Available Hour No Show Rate Patient Cancel Rate Clinic Cancel Rate Measure Patient Hours Available Patients Seen No Shows Patient Cancellations	1 8 13 1 0		3 3.75 4 1 0			2 3 0 0 0 1.5 0% 0% 0% 0%	2 0 1 0 1.0 0% 33% 0% 7 9.5 3 0	8 7.5 11 0		10 3.75 5 1			13 8 12 1	14 8 4 0	15 8 8 2 2	16 8 9 1 2	17 8 7 0			20 15.5 17 2	21 16 13 1	22 16 21 1 4		2 3 0 0 0 1.5 0% 0% 0%			2.5 1 0 0 0.4 0% 0% 0% 0% 10 6 1	28 8 7 0	29 7.5 10 3 0		8.5 9 0 1 0 1.1 0% 10% 0% Total 157 158 16 15
Dr. Seals	Patient Hours Available Patients Seen No Shows Patient Cancellations Clinic Cancellations Pts. Per Available Hour No Show Rate Patient Cancel Rate Clinic Cancel Rate Measure Patient Hours Available Patients Seen No Shows Patient Cancellations Clinic Cancellations	1 8 13 1 0		3 3.75 4 1 0			2 3 0 0 0 1.5 0% 0% 0% 0% 6 9.5 5 1 1 4	2 0 1 0 1.0 0% 33% 0% 7 9.5 3 0 1 7	8 7.5 11 0 0		10 3.75 5 1 1			13 8 12 1 1	14 8 4 0 1 2	15 8 8 2 2	16 8 9 1 2	17 8 7 0 1 3			20 15.5 17 2 0 2	21 16 13 1 1 4	22 16 21 1 4 0		2 3 0 0 0 1.5 0% 0% 0% 24 2 3 0 0			2.5 1 0 0 0.4 0% 0% 0% 0 27 10 6 1 0	28 8 7 0 0 5	29 7.5 10 3 0 1		8.5 9 0 1 0 1.1 0% 10% Total 157 158 16 15 29
Dr. Seals	Patient Hours Available Patients Seen No Shows Patient Cancellations Clinic Cancellations Pts. Per Available Hour No Show Rate Patient Cancel Rate Clinic Cancel Rate Measure Patient Hours Available Patients Seen No Shows Patient Cancellations Clinic Cancellations Pts. Per Available Hour	1 8 13 1 0 0		3 3.75 4 1 0 0			2 3 0 0 0 1.5 0% 0% 0% 6 9.5 5 1 1 4	2 0 1 0 1.0 0% 33% 0% 7 9.5 3 0 1 7	8 7.5 11 0 0 0		10 3.75 5 1 1 1.3			13 8 12 1 1 0	14 8 4 0 1 2	15 8 8 2 2 0	16 8 9 1 2 0	17 8 7 0 1 3 0.9			20 15.5 17 2 0 2	21 16 13 1 1 4	22 16 21 1 4 0		2 3 0 0 0 1.5 0% 0% 0% 24 2 3 0 0 0 0			2.5 1 0 0 0.4 0% 0% 0% 27 10 6 1 0 0	28 8 7 0 0 5	29 7.5 10 3 0 1		8.5 9 0 1 0 1.1 0% 10% 0% Total 157 158 16 15 29 1.0
Dr. Seals	Patient Hours Available Patients Seen No Shows Patient Cancellations Clinic Cancellations Pts. Per Available Hour No Show Rate Patient Cancel Rate Clinic Cancel Rate Measure Patient Hours Available Patients Seen No Shows Patient Cancellations Clinic Cancellations Pts. Per Available Hour No Show Rate	1 8 13 1 0 0 1.6		3 3.75 4 1 0 0 1.1 20%			2 3 0 0 0 1.5 0% 0% 0% 6 9.5 5 1 1 4 0.5 9%	2 0 1 0 1.0 0% 33% 0% 7 9.5 3 0 1 7 0.3	8 7.5 11 0 0 0 1.5		10 3.75 5 1 1 1.3 1.3%			13 8 12 1 1 0 1.5	14 8 4 0 1 2 0.5 0%	15 8 8 2 2 0 1.0 17%	16 8 9 1 2 0 1.1 8%	17 8 7 0 1 3 0.9			20 15.5 17 2 0 2 1.1 10%	21 16 13 1 1 4 0.8 5%	22 16 21 1 4 0 1.3		2 3 0 0 0 1.5 0% 0% 0% 24 2 3 0 0 0 0 1.5 0%			2.5 1 0 0 0.4 0% 0% 0% 27 10 6 1 0 0 0.6 14%	28 8 7 0 0 5 0.9	29 7.5 10 3 0 1 1.3 21%		8.5 9 0 1 0 1.1 0% 10% 0% Total 157 158 16 15 29 1.0 7%
Dr. Seals	Patient Hours Available Patients Seen No Shows Patient Cancellations Clinic Cancellations Pts. Per Available Hour No Show Rate Patient Cancel Rate Clinic Cancel Rate Measure Patient Hours Available Patients Seen No Shows Patient Cancellations Clinic Cancellations Pts. Per Available Hour	1 8 13 1 0 0		3 3.75 4 1 0 0			2 3 0 0 0 1.5 0% 0% 0% 6 9.5 5 1 1 4	2 0 1 0 1.0 0% 33% 0% 7 9.5 3 0 1 7	8 7.5 11 0 0 0		10 3.75 5 1 1 1.3			13 8 12 1 1 0	14 8 4 0 1 2	15 8 8 2 2 0	16 8 9 1 2 0	17 8 7 0 1 3 0.9			20 15.5 17 2 0 2	21 16 13 1 1 4	22 16 21 1 4 0		2 3 0 0 0 1.5 0% 0% 0% 24 2 3 0 0 0 0			2.5 1 0 0 0.4 0% 0% 0% 27 10 6 1 0 0	28 8 7 0 0 5	29 7.5 10 3 0 1		8.5 9 0 1 0 1.1 0% 10% 0% Total 157 158 16 15 29 1.0

IRRIGON MEDICAL CLINIC - JUNE 2022

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Jamie Reed, CSWA	Patient Hours Available	6.5	6.5				6.5	6.5	6.5	4.5				3.5	4.5							6.5	3.5	5.5	3			5.5	6.5	6.5	6	88
	Patients Seen	2	1				0	1	2	2				0	2							3	1	1	1			1	0	0	2	19
	No Shows	0	0				0	1	1	0				0	0							0	0	1	0			1	0	0	0	4
	Patient Cancellations	0	2				0	0	0	0				0	0							2	0	0	0			0	0	0	1	5
	Clinic Cancellations	0	0				0	0	0	0				0	0							0	0	0	0			0	0	0	0	0
	Pts. Per Available Hour	0.3	0.2				0.0	0.2	0.3	0.4				0.0	0.4							0.5	0.3	0.2	0.3			0.2	0.0	0.0	0.3	0.2
	No Show Rate	0%	0%				N/A	50%	33%	0%				N/A	0%							0%	0%	50%	0%			50%	N/A	N/A	0%	14%
	Patient Cancel Rate	0%	67%				N/A	0%	0%	0%				N/A	0%							40%	0%	0%	0%			0%	N/A	N/A	33%	18%
	Clinic Cancel Rate	0%	0%				N/A	0%	0%	0%				N/A	0%							0%	0%	0%	0%			0%	N/A	N/A	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
Jon Watson, PA	Patient Hours Available	8.5	8.5				8.5	8.5	8.5	8.5	10			8.5	8.5	8.5	8.5		10		8.5	8.5	8.5	8.5				8.5	8	8	8.5	152
Joh Watson, I A	Patients Seen	14	13				9	15	14	11				10	12	11	12				15	14	12	13				15	11	9	12	222
	No Shows	1	3				2		2	2				10	4		1 1					0	1	1				2		1	2	27
	Patient Cancellations							0						3		2	0				1			- 1				0	1			31
	Clinic Cancellations	2 0	3 0				0	1 0	1 0	2 0				0	0	4 0	0				0	2 0	3	1 0				0	0	1 0	0	0
	Pts. Per Available Hour	1.6	1.5				1.1	1.8	1.6	1.3				1.2	1.4	1.3	1.4				1.8	1.6	1.4	1.5				1.8	1.4	1.1	1.4	1.5
	No Show Rate	6%	16%				13%	0%	12%	13%				7%	24%	1.5	8%				6%	0%	6%	7%				12%	7%	9%	13%	10%
	Patient Cancel Rate	12%	16%				27%	6%	6%	13%				21%	6%	24%	0%				0%	13%	19%	7%				0%	14%	9%	7%	11%
	Clinic Cancel Rate	0%	0%				0%	0%	0%	0%				0%	0%	0%	0%				0%	0%	0%	0%				0%	0%	0%	0%	0%
L	Cliffic Caricer Rate	078	070	_	_		076	076	076	076				078	070	070	076				076	070	070	070				078	078	076	078	078
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
Vicki Kent, FNP	Patient Hours Available		8.5	8.5							0				8.5		8.5	8.5						8.5	8.5						8.5	68
	Patients Seen		9	10							0				8		10	10						9	9						9	74
	No Shows		1	0							0				1		1	2						2	3						0	10
	Patient Cancellations		1 1	ا ما																											0	3
	Oliveia Camarallaniana		1	0	'						0				0		0	1						1	0							
	Clinic Cancellations		0	0							0 2				0 0		0 0	1 0						1 0	0 0						0	2
	Pts. Per Available Hour		_	1 - 1											-		- 1	- 1						1 0 1.1	-						0 1.1	2 1.1
			0	0							2				0		0	0						Ť	0						_	
	Pts. Per Available Hour		0	0 1.2							2 N/A				0		0	0						1.1	0						1.1	1.1
	Pts. Per Available Hour No Show Rate		0 1.1 9%	0 1.2 0%							2 N/A N/A				0 0.9 11%		0 1.2 9%	0 1.2 15%						1.1 17%	0 1.1 25%						1.1	1.1 11%
IMC TOTALS	Pts. Per Available Hour No Show Rate Patient Cancel Rate	1	0 1.1 9% 9%	0 1.2 0% 0%	4	5	6	7	8	9	2 N/A N/A N/A	11	12	13	0 0.9 11% 0%	15	0 1.2 9% 0%	0 1.2 15% 8%	18	19	20	21	22	1.1 17% 8%	0 1.1 25% 0%	25	26	27	28	29	1.1 0% 0%	1.1 11% 3%
IMC TOTALS	Pts. Per Available Hour No Show Rate Patient Cancel Rate Clinic Cancel Rate	1 15	0 1.1 9% 9% 0%	0 1.2 0% 0% 0%	4	5	6 15	7	8 15	9 13	2 N/A N/A N/A 100%	11	12	13 12	0 0.9 11% 0% 0%	15 8.5	0 1.2 9% 0% 0%	0 1.2 15% 8% 0%	18	19	20 8.5	21 15	22 12	1.1 17% 8% 0%	0 1.1 25% 0% 0%	25	26	27	28 14.5	29 14.5	1.1 0% 0% 0%	1.1 11% 3% 2%
IMC TOTALS	Pts. Per Available Hour No Show Rate Patient Cancel Rate Clinic Cancel Rate Measure		0 1.1 9% 9% 0%	0 1.2 0% 0% 0%	4	5	-		-	-	2 N/A N/A N/A 100%	11	12		0 0.9 11% 0% 0%		0 1.2 9% 0% 0%	0 1.2 15% 8% 0%	18	19				1.1 17% 8% 0%	0 1.1 25% 0% 0%	25	26				1.1 0% 0% 0% 0%	1.1 11% 3% 2% Total
IMC TOTALS	Pts. Per Available Hour No Show Rate Patient Cancel Rate Clinic Cancel Rate Measure Patient Hours Available	15	0 1.1 9% 9% 0% 2 23.5	0 1.2 0% 0% 0% 0%	4	5	15	15	15	13	2 N/A N/A N/A 100%	11	12	12	0 0.9 11% 0% 0% 14 21.5	8.5	0 1.2 9% 0% 0% 16 17	0 1.2 15% 8% 0% 17 8.5	18	19	8.5	15	12	1.1 17% 8% 0% 23 22.5	0 1.1 25% 0% 0% 24 11.5	25	26	14	14.5	14.5	1.1 0% 0% 0% 30 23	1.1 11% 3% 2% Total 308
IMCTOTALS	Pts. Per Available Hour No Show Rate Patient Cancel Rate Clinic Cancel Rate Measure Patient Hours Available Patients Seen	15 16	0 1.1 9% 9% 0% 2 23.5 23	0 1.2 0% 0% 0% 0% 3 8.5 10	4	5	15 9	15 16	15 16	13 13	2 N/A N/A N/A 100% 10 0	11	12	12 10	0 0.9 11% 0% 0% 14 21.5 22	8.5 11	0 1.2 9% 0% 0% 16 17 22	0 1.2 15% 8% 0% 17 8.5 10	18	19	8.5 15	15 17	12 13	1.1 17% 8% 0% 23 22.5 23	0 1.1 25% 0% 0% 24 11.5 10	25	26	14 16	14.5 11	14.5 9	1.1 0% 0% 0% 30 23 23	1.1 11% 3% 2% Total 308 315
IMCTOTALS	Pts. Per Available Hour No Show Rate Patient Cancel Rate Clinic Cancel Rate Measure Patient Hours Available Patients Seen No Shows	15 16 1	0 1.1 9% 9% 0% 2 23.5 23 4	0 1.2 0% 0% 0% 0% 3 8.5 10 0	4	5	15 9 2	15 16 1	15 16 3	13 13 2	2 N/A N/A N/A 100% 10 0 0	11	12	12 10 1	0 0.9 11% 0% 0% 14 21.5 22 5	8.5 11 2	0 1.2 9% 0% 0% 16 17 22 2	0 1.2 15% 8% 0% 17 8.5 10 2	18	19	8.5 15 1	15 17 0	12 13 1	1.1 17% 8% 0% 23 22.5 23 4	0 1.1 25% 0% 0% 24 11.5 10 3	25	26	14 16 3	14.5 11 1	14.5 9 1	1.1 0% 0% 0% 30 23 23 2	1.1 11% 3% 2% Total 308 315 41
IMCTOTALS	Pts. Per Available Hour No Show Rate Patient Cancel Rate Clinic Cancel Rate Measure Patient Hours Available Patients Seen No Shows Patient Cancellations	15 16 1 2	0 1.1 9% 9% 0% 2 23.5 23 4 6	0 1.2 0% 0% 0% 0% 8.5 10 0	4	5	15 9 2 4	15 16 1 1	15 16 3 1	13 13 2 2	2 N/A N/A N/A 100% 10 0 0 0	11	12	12 10 1 3	0 0.9 11% 0% 0% 14 21.5 22 5	8.5 11 2 4	0 1.2 9% 0% 0% 16 17 22 2	0 1.2 15% 8% 0% 17 8.5 10 2	18	19	8.5 15 1 0	15 17 0 4	12 13 1 3	1.1 17% 8% 0% 23 22.5 23 4 2	0 1.1 25% 0% 0% 24 11.5 10 3	25	26	14 16 3 0	14.5 11 1 2	14.5 9 1 1	1.1 0% 0% 0% 30 23 23 2 2	1.1 11% 3% 2% Total 308 315 41 39
IMC TOTALS	Pts. Per Available Hour No Show Rate Patient Cancel Rate Clinic Cancel Rate Measure Patient Hours Available Patients Seen No Shows Patient Cancellations Clinic Cancellations	15 16 1 2 0	0 1.1 9% 9% 0% 2 23.5 23 4 6 0	0 1.2 0% 0% 0% 0% 3 8.5 10 0	4	5	15 9 2 4 0	15 16 1 1	15 16 3 1 0	13 13 2 2 0	2 N/A N/A 100% 10 0 0 0 0 0	11	12	12 10 1 3 0	0 0.9 11% 0% 0% 14 21.5 22 5 1	8.5 11 2 4 0	0 1.2 9% 0% 0% 16 17 22 2 0	0 1.2 15% 8% 0% 17 8.5 10 2 1	18	19	8.5 15 1 0	15 17 0 4 0	12 13 1 3 0	1.1 17% 8% 0% 23 22.5 23 4 2 0	0 1.1 25% 0% 0% 24 11.5 10 3 0	25	26	14 16 3 0	14.5 11 1 2 0	14.5 9 1 1 0	1.1 0% 0% 0% 30 23 23 2 2	1.1 11% 3% 2% Total 308 315 41 39 2
IMCTOTALS	Pts. Per Available Hour No Show Rate Patient Cancel Rate Clinic Cancel Rate Measure Patient Hours Available Patients Seen No Shows Patient Cancellations Clinic Cancellations Pts. Per Available Hour	15 16 1 2 0	0 1.1 9% 9% 0% 2 23.5 23 4 6 0	0 1.2 0% 0% 0% 0 8.5 10 0 0 0	4	5	15 9 2 4 0	15 16 1 1 0	15 16 3 1 0	13 13 2 2 0	2 N/A N/A N/A 100% 10 0 0 0 0 2 #####	11	12	12 10 1 3 0	0 0.9 11% 0% 0% 14 21.5 22 5 1 0	8.5 11 2 4 0	0 1.2 9% 0% 0% 16 17 22 2 0 0	0 1.2 15% 8% 0% 17 8.5 10 2 1 0	18	19	8.5 15 1 0 0	15 17 0 4 0	12 13 1 3 0	1.1 17% 8% 0% 23 22.5 23 4 2 0	0 1.1 25% 0% 0% 24 11.5 10 3 0 0	25	26	14 16 3 0 0	14.5 11 1 2 0	14.5 9 1 1 0	1.1 0% 0% 0% 30 23 23 2 2 0	1.1 11% 3% 2% Total 308 315 41 39 2

IONE COMMUNITY CLINIC - JUNE 2022

Provider	Measure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Eileen McElligott	Patient Hours Available		8				8			8				8			8				8			8				8			8	72
	Patients Seen		10				14			10				13			10				10			10				11			11	99
	No Shows		0				0			0				1			0				0			0				0			1	2
	Patient Cancellations		1				1			3				0			1				0			1				0			0	7
	Clinic Cancellations		1				0			0				0			0				0			0				0			0	1
	Pts. Per Available Hour		1.3				1.8			1.3				1.6			1.3				1.3			1.3				1.4			1.4	1.4
	No Show Rate		0%				0%			0%				7%			0%				0%			0%				0%			8%	2%
	Patient Cancel Rate		8%				7%			23%				0%			9%				0%			9%				0%			0%	6%
	Clinic Cancel Rate		8%				0%			0%				0%			0%				0%			0%				0%			0%	1%

In 2014, Morrow County Health District adopted the Promise of Excellence, a document outlining the behaviors and attitudes that all District employees agreed uphold to support the District's True North Statement, "Welcoming our patients and providing exceptional care."

In 2022, as part of the District's Service Excellence Initiative, the Promise of Excellence was updated and clarified to better reflect efforts Districtwide to welcome patients and provide exceptional care.

No Matter the Job, Department or Position – We ALL Choose to Be Excellent This is Our Promise to Each Other and Our Patients

The Morrow County Health District Promise of Excellence is a collective commitment to providing the highest standards of care, quality, communication, and customer service.

Each of us understands that the actions of one make an impact on all, and therefore each person employed by or volunteering for the District pledges to uphold the following PROMISES:

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

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

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

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





AGREEMENT

Between

MORROW COUNTY HEALTH DISTRICT

&

MORROW COUNTY HEALTH
DISTRICT LOCAL UNION
2479-1
AMERICAN FEDERATION OF
STATE, COUNTY & MUNICIPAL
EMPLOYEES
AFSCME, AFL-CIO

July 1, 2022 – June 30, 2024

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PREAMBLE

This Agreement is entered into by the Morrow County Health District, hereinafter referred to as the District, and AFSCME Local 2479-1, a local of the American Federation of State, County and Municipal Employees Council 75, AFL-CIO, hereinafter referred to as the Union, for the purpose of prescribing the rates of pay, hours of work, benefits and other terms and conditions of employment for all employees in the bargaining unit hereafter described. Except as otherwise required by ORS 243, terms and conditions not specifically covered by this Agreement are retained among the exclusive rights and prerogatives of the District.

ARTICLE 1 RECOGNITION

Section 1. Recognition Agreement:

The District recognizes the Union as the sole and exclusive bargaining agent for all employees assigned to any of the classifications listed in Appendix A hereof, excluding part-time employees working less than twenty (20) hours per week.

Section 2. Definitions:

A. Regularly Scheduled Part-time:

A part-time employee covered by this Agreement shall be an employee who is employed on a regularly scheduled basis, for an average of twenty (20) hours or more per week but less than full-time. The four (4) most recent calendar months shall be used to establish the average.

B. Temporary:

Temporary employees are defined as those employees holding jobs of limited duration (not more than four months) arising out of special projects, abnormal workloads, emergencies or as replacement for a regular employee who is on paid or non-paid leave. Should the circumstance requiring the temporary employee continue past four months in a position covered by this Agreement, the issue will be discussed with the Department Head, Administration and a representative of the Union.

C. Probationary Employee:

Shall mean any employee serving the four-month (4) probation period applicable to all new employees. Notwithstanding the provisions of Article 12, Section 1, Discipline, such an employee may be discharged without the right to appeal such action.

D. Occasional Part-time

Employees who are scheduled to work on an as needed basis of not more than 20 hours per week are considered to have Occasional Part-time status. Hours may vary according to unforeseen

circumstances. Termination may result if the employee is unavailable for work or has not worked in a six-month period. This employee classification is not eligible for employer-paid benefits. This classification is not covered under this Agreement.

E. Seniority:

For all instances in which employee seniority (or years of service) must be applied in this Agreement, an employee's seniority shall be determined by the following:

- 1. For service prior to July 1, 1985, all months in which the employee has worked ten (10) days or more since his or her most recent date of hire shall be counted.
- 2. Commencing July 1, 1985, all hours worked in any position that is covered by the bargaining unit since the employee's most recent date of hire shall be counted. Hours shall be converted to months on the basis of 173.3-hours-equals-one-month. Vacation time, sick leave, the period of a temporary disability that is covered by Workers Compensation, and military and education leave shall be counted as time worked for purposes of determining seniority.

Section 3. New Positions:

If the District establishes a new position which it believes is excluded from the bargaining unit under ORS 243.650 or reclassifies an existing bargaining unit position so as to exclude it from the bargaining unit, it shall notify the Union in writing within thirty (30) days following the action as to whether or not it believes the classification to be within the bargaining unit. The Union must notify the employer in writing within thirty (30) days from receipt of the notification if it disagrees about the inclusion or exclusion of the classification in the bargaining unit or the matter becomes closed. If notice of the disagreement is received within the thirty (30) days of above notification, the parties shall meet within thirty (30) days of above notification, or later if mutually agreed to, to discuss the matter. If agreement is not reached within thirty (30) days, the Union may submit the matter to mutually agreed-upon Arbitrator. The District may at its discretion fill the position or leave it vacant while the above procedure is being observed. In the event that it is found that any employees are inappropriately classed they shall be integrated into the bargaining unit without loss of pay or other benefits.

ARTICLE 2 UNION ACCOMMODATION

Section 1: Fair Share:

A. The District agrees to deduct the uniformly required Union membership dues and other authorized fees or assessments once each month from the pay of those employees who have authorized such deductions in writing. Except as provided in the following, an amount equal to the cost of representation (fair share) as certified in writing by the Union to the District, not, however, to exceed the amount of the uniformly required dues will be deducted from the pay of all employees in the bargaining unit who have not provided the District with such authorization.

B. The provisions of Part A hereof shall not apply if an employee objects in writing to the Union based on personal or religious reasons. The Union will provide the District with a copy of any such letter within ten (10) working days of its receipt. In such instances, the employee shall authorize a deduction from his/her pay which is in lieu of and equivalent to the fair share amount. Such payroll deduction shall be in addition to any previously established deduction and shall be for the United Fund or other mutually satisfactory charitable organization as agreed to between the employee and the Union.

C. For the purposes of calculating months to determine the beginning or end of the payroll deductions called for in Parts A or B of this section, dues or like amounts shall be deducted for any calendar month during which the employee works ten (10) working days or more.

D. The Union will indemnify, defend and hold the District harmless against any claims made and against any suit instituted against the District as a result of any District action taken pursuant to the provisions of this Article. The Union and the District each agree to reimburse any monies paid or not paid in error within thirty (30) days of notification of such error.

E. A list of members/fair share shall be given to the Union monthly, the list is to include name, Social Security number and amount of dues/fair share.

Section 2: Break Room and Bulletin Board:

The District agrees to continue to furnish and maintain a suitable bulletin board at all District locations to be used by the Union. Such bulletin board shall be the repository of all Union information upon District premises, and all items so posted shall bear the name, title and signature of the Union official authorizing such posting. The District agrees to furnish and maintain a Rest Break Room and an area with lockers (at the hospital) for the use of employees in the bargaining unit.

Section 3: Visits by Union Representative:

A Union business representative may visit the District, provided that visits in such capacity shall be strictly confined to non-patient care areas of the District, and provided further that there is no interference with normal work activities of employees. The District administration shall be notified of any such visit at the time of entry to the District facilities.

Section 4: Reports:

Once a month, the employer will provide the following information by electronic report(s);

- A. Notify the Union of all new hires in the bargaining unit. Such notification shall include the employee's name, home mailing address, position for which they were hired, home phone number and date of birth.
- B. Provide the Union notice of non-retiree terminations of employment effective date: resignation, layoffs, or termination.

Section 5: New Employee Orientation:

A Union representative will be allowed up to Thirty (30) minutes during the new employee orientation to make a presentation to represented employees.

Section 6: Union Business Leave:

- A. Brown Bag Lunches: The Employer will support brown bag lunches by the Union by providing space for such lunches, subject to room availability, and by directing supervisors to be flexible with employees' scheduled lunch breaks to allow employee attendance, as work needs allow. Employees may attend such lunches during their non-work time.
- B. Time Off for Union Activities: Union-designated employees may be allowed time off without pay to attend union-sponsored meetings, training sessions, conferences, and conventions. The employees' time off will not interfere with the operating needs of the employer. The employees may use vacation leave instead of leave without pay.
- C. Temporary Employment with the Union: Upon request of the Union, the Employer may grant leave with pay for temporary employment with the Union, not to exceed a maximum of seven (7) days. The Union will give the Employer at least thirty (30) calendar day's prior notice, unless otherwise agreed. The Union will reimburse the Employer for the "fully burdened costs of the positions" the Employer incurs as a result of placing the employee on leave with pay during the period of absence. The Union will reimburse the Employer each month for the previous month, upon receipt of an itemized summary of the costs to be charged to the union. For purposes of this provision, "fully burdened costs of the positions" means the cost of wages, benefits, workers' compensation insurance, and other administrative costs not to exceed 5% of the employee's total salary.

Section 7: Negotiating Team:

Negotiating times will be scheduled by mutual agreement between the Union and management. Up to three bargaining unit members will be released from work without loss of compensation or vacation time to serve on the negotiating committee for bargaining. The members of the team must be declared 30 days in advance for scheduling purposes or as other otherwise agreed.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1. General Rights:

The District retains all the customary, usual, and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the District or any department or function thereof. The rights of employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement, and the Hospital retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement. The District shall have no obligation to bargain with the Union with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects

covered by the terms of this Agreement and closed to further bargaining for the term hereof, and any subject which was or might have been raised in the course of collective bargaining.

Section 2. Specific Rights:

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the District shall include the following:

- A. To direct and supervise all operation, functions and policies of the departments in which the employees in the bargaining unit are employed; and operations, functions and policies in the remainder of the District as they may affect employees in the bargaining unit.
- B. To close, liquidate or combine any department, office, branch, operation or facility, service, or combination thereof, or to relocate, reorganize, or combine the work of departments, division, offices, branches, operations of facilities for budgetary or any other reasons.
- C. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
- D. To establish, review and implement standards for hiring, classification, promotion, quality or work, safety, materials, equipment, dress, cleanliness, grooming, personal conduct, uniforms, appearance, methods and procedures.
- E. To implement new and to review or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- F. To assign and distribute work, to direct overtime work and to lay off personnel or reduce the work force in the event patient load requires such action.
- G. To contract or sub-contract, including reassignment to non-bargaining unit District personnel, provided that with regard to any contracting or subcontracting out of work currently performed by employees in the bargaining unit that will result in the layoff of one or more current employees, the District will afford the Union the opportunity to meet and discuss alternatives to such layoff before the layoff becomes effective.
- H. To designate and to assign all work duties and overlapping duties as the needs of the District and patient care require.
- I. To introduce new duties and to review or add job classifications and duties within the unit.
- J. To determine promotional opportunities and the need for and the qualifications of new employees, transfers, and promotions.
- K. To discipline, suspend, demote or discharge an employee, subject only to the specific limitations imposed herein.

L. To determine the need for additional education courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for periods to be determined by the District.

The exercise of any management prerogative, function or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or as set forth above, to bargaining during the term of this Agreement, as long as none of those prerogatives, functions or rights violate the Public Employees Bargaining Act (PECBA).

ARTICLE 4 STRIKES AND LOCKOUTS

Section 1. No Strike:

As long as this Agreement remains in force, the Union or its members as individuals or as a group will not participate in any strike, work stoppage, slow-down or other restriction of work against the District. Violation of this Article shall fulfill just-cause requirements for disciplinary action under the provisions of Article 12 hereof.

Section 2. Union Obligation:

In the event of a strike, work stoppage, slow-down, picketing or other restriction of work in any form, either on the basis of individual choice or collective employee conduct during the life and duration of this Agreement, the Union will immediately, upon notification from the District, attempt to secure an immediate and orderly return to work.

Section 3. No Lockout:

There will be no lockout of employees in the unit by the District as a consequence of any dispute relating to the provisions of this Agreement.

ARTICLE 5 NON-DISCRIMINATION

The District and the Union jointly recognize that they are required by law not to discriminate against any person by reason of Union membership, or the absence thereof, the service as an officer or agent of the Union, age, race, religion, color, sex, national origin or ancestry, political affiliation or the presence of a physical or sensory handicap. Inasmuch as there are other means of redress available to any claim of discrimination relative to the above or related items, the parties agree that an alleged violation of the above shall not be considered as a violation of the terms of this Agreement.

ARTICLE 6 HOURS AND OVERTIME

Section 1. Work Schedule:

A. Posting:

The work week shall be consistent with the operating requirements of the District and recognizing the necessity for continuous service throughout the week, as determined by the District. Work schedules shall be as determined by the District based on the needs of patient care. The work shift shall consist of eight (8), ten (10) or twelve (12) hours per day or less. As it applies to the LPN's, CMA's, and CNA's working in the hospital, the monthly work schedules showing the employee's regularly scheduled shift, workdays and hours shall be posted at least fourteen (14) days prior to the start of the new schedule. Except for situations determined in the judgment of the District to be emergencies, changes in work schedules shall be posted at least seven (7) days prior to the effective date of any change. In case of emergencies or other conditions outside the control of the District, work schedules may be modified at the option of the District. In such cases, a reasonable attempt will be made to notify each employee affected as soon as practicable.

B. Overtime

- I. In the event overtime may be required, such as when additional duties are assigned temporarily in order to provide appropriate coverage, employees are encouraged to discuss with their respective supervisor whether overtime would be appropriate.
- II. Overtime for any hours after 12 ½ hours worked, per shift worked. This only applies to LPN's, CNA's and CMA's working at the hospital. However it is agreed that for all others, overtime for time worked after 40 hours in a week, will be credited at the rate of pay for which the time was actually worked (such as ambulance).
- III. Any need for overtime, will be discussed between the employee and his/her Department Head. The Department Head must approve any overtime for the department.
- IV. Housekeeping will be allowed to flex their schedule to work one week of 48 hours and one week of 32 hours. Overtime will be paid in excess of the eight (8) hours scheduled for each day.

C. Shift Trades & Changes:

Shift trades may be requested on the established District form. The shift trade request must also specify a reciprocal trade to take place within the same pay period. When a shift trade occurs, the employee not working the shift is not eligible to take vacation time for that shift. There will be no shift trades that result in overtime. There will be no employee requested shift changes to the current schedule that result in overtime.

D. Flex Time:

At the initiation of an employee or the District and only with the voluntary agreement of the other party, an alternative to the regularly scheduled day or work week may be worked. A flexed scheduled may change the starting and/or ending time of one or more work days and may change the number of hours worked in a day or on several days. A flexed schedule shall not, however, change the total number of hours worked in the FLSA bi-weekly work period. Notwithstanding the requirements of Section A of this Article and of ORS 279.340, and as specifically allowed by ORS 279.342(5)(b), a flexed work schedule shall not result in the payment of overtime.

E. Work Period:

Each employee's 14-day FLSA pay period shall be annotated on his/her work schedule.

Section 2. Rest Periods:

All employees work schedules shall provide for a 15-minute rest period, measured from when the employee leaves the job to the time when the employee returns, during each one-half 8-hour or 10-hour shift. Rest periods shall be scheduled at or as near to as possible the middle of each one-half 8-hour or 10-hour shift or one-third of a 12 hour shift in which, three 15-minute rest periods shall be taken.

Section 3. Meal Periods:

All employees who are scheduled to work more than five (5) consecutive hours on a particular day shall be granted a minimum one-half (1/2) hour uncompensated meal period on that work shift unless the individual employee voluntarily agrees to waive the meal period. When any member of the nursing staff is not allowed to leave the building for a meal period they will be paid their regular wage for a 30 minute meal period. If they are able to leave the facility, they must clock out when they do so.

Section 4. Overtime Distribution:

Concerns about how overtime is distributed among the bargaining unit members will be discussed as they arise.

Section 5. Call In:

Employees called in due to an emergency or for other reasons shall be paid a minimum of two (2) hours pay at the applicable rate.

When an employee is called in for an activity that does not require him/her to work all of the above-specified two-hour minimum, the District shall have the right to assign alternative activities for the remainder of the two-hour period.

Section 6. Shift Premium:

LPNs, CNAs and CMAs shall receive a shift premium of \$1.20 per hour for all hours of any shift which ends between 8:00 p.m. and 2:00 a.m., and \$1.50 per hour for any shift which ends after 2:00 and before 8:00 a.m. Shift premiums shall only apply to overtime work of greater than 4 hours which is a continuation of the employee's regular shift. Shift premium will not apply to paid leave time.

Section 7. Reporting Time:

Any employee who presents for work as scheduled and finds that their regular work duties are not available due to an ill provider, low census, or other unforeseen circumstances will be assigned work by the Department Head for one-half of the shift they were scheduled to work. The Department Head may also assign additional work hours as he/she deems fit. If no additional work is available and if approved by the Department Head, the employee may leave and use vacation time to make up the remainder of the shift.

Section 8. Per Diem:

Reimbursement for authorized mileage, meals and lodging shall be as outlined in Morrow County Health District Policy. (Policy Stat ID: 3262048)

ARTICLE 7 VACATION TIME

Section 1: Accrual

Upon completion of four months of their initial probationary service period as defined in Article 1, Section 2-C, an employee shall be credited with 0.088462 vacation hours for each hour worked.

Employee Years	Hours Accrued For Each Hour Worked	Approximate Annual Hours	Approximate Annual Eight (8) Hour Days
4 months to 5 years	0.088462	184	23
5 years to 10 years	.100000	208	26
10 years to 20 years	.119231	248	31
20 or more years	.138462	288	36

Section 2: Vacation Time

A. Only those non-overtime hours that the employee is paid for shall count as hours-worked for purposes of vacation credit excluding call-time hours. The exception to this is holiday overtime hours worked.

- B. Vacation shall accrue to a maximum of 320 hours, after which all additional accumulated vacation shall be paid out per pay period.
- C. Employees shall use 72 hours of vacation per year in full day increments. Partial days will not count towards the 72 hours. For purposes of accrual and use of vacation, a fiscal year shall be defined as July 1st to the following year 30th of June.
- D. Probationary employees will not be paid their accumulate vacation if employment ceases prior to completion of their initial four (4) month probationary period.
- E. If scheduled vacation is cancelled by the District in the last quarter, the vacation can be rescheduled in the next quarter and will not be subtracted from the bank.

Section 3: Vacation Time Donation

In the event of a specific need, such as an urgent hardship or a family emergency, an employee may request a donation of vacation time from other employees within the District. In order to ensure that the process for vacation time donation is equitable, and to promote the responsible use of each employee's vacation time, the following process will be followed for all vacation time donation requests.

- A. In order to request a vacation time donation, an employee must have no more than two weeks worth of vacation time accrued in his or heraccount.
- B. An employee must first speak with the Human Resources Director to request that a vacation time donation notice be posted.
- C. A notice of the vacation time request will be E-Mailed to each employee of MCHD
- D. The names of employees donating time will not be posted publicly or released to the beneficiary.
- E. Any employee desiring to donate time must do so in writing and submit the request to the H.R. Director. Employees may send an email or other written and signed request to the H.R. Director.
- F. Employees with less than 80 hours in their personal vacation bank will be ineligible to donate vacation time.
- G. Only one vacation time request may be posted for each unique qualifying event. Exceptions based on unforeseen circumstances can be made for each qualifying event.
- H. Employees may not donate more than 16 hours of vacation time per request.

The value of vacation time is based on the salary of the individual that earned the vacation time. Because all vacation time donations must retain their original value, the actual hours of vacation t i m e received through a donation will be adjusted to reflect the value of the vacation time in relation to the salary of the donation recipient.

Section 4.Vacation Time Request:

Employees shall be permitted to request any accrued vacation as either a split or single period of time for a maximum of two (2) weeks unless otherwise approved. Whenever possible, consistent

with the District's judgment as to the needs and requirements for vacation relief, employees may schedule their vacation. The District shall have the final determination of long-term vacation use based on operational considerations. An employee shall normally notify the District in writing of his/her rescheduling request no later than thirty (30) days prior to the start of the requested vacation. The District shall approve or deny such requests.

When conflicting vacation requests are received, vacation shall be scheduled on a first-request-received-has-priority basis for up to twelve (12) months prior to the first day of the requested vacation period. All long-term vacation time taken shall be treated as hours worked for purposes of computing overtime pursuant to Article 6, Section 1-B of this Agreement.

Section 5. Holidays:

Employees that are not required to work the holiday shall have the choice of using vacation for that day, or not using vacation for the day.

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving
Memorial Day	Friday After Thanksgiving
Independence Day	Christmas Day

Employees who work on the above-designated days shall be paid one and one-half $(1\ 1/2)$ times their regular hourly rate according to the weighted average method for such work and may also take vacation for that day. No vacation used for above holidays by employees working will count toward overtime.

Holidays which fall during the initial probationary period of full-time employees who are not assigned to a patient care activity shall not result in a reduction in regular pay for the employee. All such days shall, however, be deducted from the employee's initial grant of vacation time upon completion of the probationary period or if the employee fails to complete the probationary period, the time paid for but not worked shall be deducted from the employee's final pay.

ARTICLE 9 SICK LEAVE BANK

Section 1. Accrual:

Employees shall be credited with .0462 hours of sick leave for each regularly scheduled hour worked to a maximum of 960 hours (120 days).

Section 2. Utilization of Sick Leave Bank:

Employees who have completed the initial probationary period of employment may use their Sick Leave Bank in the following manner:

Sick Leave Use:

- A. Unlimited use of accrued sick leave for any self-sickness, medical or medically-related appointments: doctor, dentist, vision, diagnostic testing, physical therapy, alternative medicine including licensed naturopath, chiropractor and acupuncturist, mental health appointments with a state licensed clinician. Employees are expected to schedule such appointments so as to minimize time lost from work; on non-work days when possible or at a time of day when least amount of work will be missed (a few hours to ½ day whenever possible).
- B. A total of eighty (80) hours of sick leave per fiscal year may be used for Family Member's Illnesses & injuries, and Serious Medical Conditions as defined by the Oregon Family Leave Act (OFLA) & the Family Medical Leave Act (FMLA) pending a doctor's certification, in addition to appointments related to those conditions.
- C. Once 80 hours of sick leave has been used for family members, additional time can be taken from the employee's Vacation bank. When no Vacation Time is available for use, the employee may use Sick Leave for the same family members for the same qualifying reasons.
- D. Certification of as Serious Medical condition must be completed and signed by the physician and turned into the Human Resources (HR) office. Employees need to contact the HR office for each period of leave longer than 3 days so that appropriate OFLA/FMLA determinations can be made.

Family Members:

A. Covered family members include your spouse, same-gender domestic partner, biological child, adopted child, stepchild, foster child, same-gender domestic partner's child, parent, grandparent, grandchild, and any individual with whom an employee has or has had an in loco parentis* relationship.

*"In loco parentis" means in the place of a parent – that is, people with day to day responsibilities to care for or financially support a child, or who had such a responsibility for the employee when

the employee was a child.

Planned Sick Leave Events:

A. For planned surgeries, maternity leave and any other periods of leave known in advance, employees are required to give at least 30 days notice to their Department Head and the HR office whenever possible by completing a blue NOTICE OF INTENDED OFLA/FLMA LEAVE.

Emergencies:

A. Notification of emergencies should be given to the employee's Department Head at the earlier possible time. The Department Head will notify the HR office.

Section 3. Bereavement Leave:

Bereavement leave will be in accordance with Oregon Family Medical Leave standards.

Section 4. Termination:

All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.

Section 5. Limitations:

No employee shall be entitled to sick leave pay while absent from duty due to the following causes:

- A. Sickness or disability sustained while on leave of absence without pay.
- B. Inability to properly perform required duties because of intoxication.
- C. Injury or illness for which the employee is eligible for industrial insurance benefits from an employer other that the District, except to the extent that sick leave may be used to supplement workers compensation to equal the employee's regular take home pay.

Section 6. Medical Evaluation:

Any employee returning to employment following an absence for medical reasons, whether sick leave was paid or not, as well as any employee who, while in the continuous employ of the District becomes unable to perform a significant portion of the duties of the position to which he/she is assigned, may, as a condition of returning to work or continued employment, be required to submit to an independent medical examination or evaluation to be conducted at the expense of the District.

If the employee so desires, such examination and/or evaluation shall be conducted by a physician who specializes in the specific area of concern of inquiry involved and shall be conducted outside the District.

The District will reimburse the employee for necessary travel at the current IRS rate per mile and for all reasonable costs for lodging and meals.

The District will not terminate any employee as a result of the evaluation as long as:

A. Suitable alternative work for which the employee is qualified can be located.

B. There is a likelihood of improvement in the employee's condition to the degree that employment with the District would be possible. In such cases, the employee may be placed upon a non-paid leave of absence.

Section 7. Return to Work:

Employees must have physician release to return to work after 4 (four) or more consecutive sick leave days.

ARTICLE 10 PAID LEAVE

Section 1. Court Leave:

All employees shall be granted leave with full pay, computed on the basis of eight (8) hours pay at the employee's regular straight-time hourly rate, any time they are required to report for jury duty or jury service. An eligible employee shall endorse any jury fee (excluding mileage and meal allowances) to the District as a condition to the receipt of jury pay. If an employee is excused or dismissed from jury duty or service prior to noon, he/she shall promptly report for work. Any employee required to appear in court as a witness, provided they are not a party in interest, shall also be subject to the above provision, provided that any employee appearing on behalf of an action against the District or on behalf of the Union shall receive such time off but shall not be compensated therefore.

Section 2. Military Leave:

Military leave shall be with or without pay as provided by applicable state or federal statute.

ARTICLE 11 LAYOFF AND RECALL

Section 1. Layoff:

In the event of a layoff of employees, selection of employees to be retained will be in accordance with the seniority within the affected job classification(s), provided that all part-time employees covered by this Agreement and working within such classification, regardless of seniority status, shall be laid off before full-time employees are subject to layoff, so long as the senior full-time employee(s) possess qualifications, aptitude and ability to perform the work equal to those of the employee(s) to be laid off.

Only in the event of a layoff shall employees have bumping rights. An employee displaced from his/her job by reason of a layoff shall be entitled to bump or displace an employee in an equal or lower job classification, provided the displacing employee has greater District seniority and possesses qualifications, aptitude and ability to perform the work equal to the employee he/she displaces.

In the event the Union considers the District's above determination as to relative qualifications, aptitudes and abilities to have been arbitrary or in bad faith, it may submit that question as a grievance for handling in accordance with the grievance procedure, commencing at Step Two thereof.

Section 2. Recall:

In the event a layoff has occurred, employees will be recalled by classification in the reverse order of layoff. An employee who is laid off will remain on the laid-off list and be eligible for recall for twelve (12) Months. The District shall notify a laid-off employee of a position opening(s) by certified letter, return receipt requested, at his/her address of record as maintained in the employee's personnel file. It shall be the employee's responsibility to insure that his/her current address is on file at the time the layoff occurs. Notification of any change of address following the date of layoff shall be in writing by certified mail to the District Administration. The laid-off employee shall personally notify the District Administration within seven (7) days or send by certified mail a letter of intent postmarked no later than seven (7) days from the date of receipt of such notification, indicating his/her acceptance or rejection of the position and have an additional fourteen (14) days the reform in which to begin active employment. If the employee cannot be reached at his/her address of record (return of certified letter), fails to respond within the allotted time or if he/she rejects any position offered to him or her, he/she shall forfeit all reemployment rights.

Employees who wish to waive reemployment rights may do so by written notification to the District.

Employees returning from layoff shall have previously accrued sick leave and seniority reinstated.

ARTICLE 12 EMPLOYEE RIGHTS

Section 1. Discipline:

A. Disciplinary action shall include the following:

- 1. Verbal Warning
- 2. Written reprimand.
- 3. Suspension.
- 4. Discharge.

Disciplinary action may be imposed upon any employee, in a progressive manner in the sequence specified above, or as may otherwise be deemed appropriate, for failing to fulfill his/her responsibilities as an employee. Conduct which tends to undermine confidence in the quality of

patient care provided by the District, or which is a hindrance to the effective performance of the District's functions, shall be considered just cause for disciplinary action. Such just cause may also include misconduct, inefficiency, incompetence, failure to follow job-related instructions, inability or unwillingness to work with certain classifications of patients, the willful giving of false, malicious or confidential information concerning the District, patients, or staff, or the withholding of information when making application for employment, or willful violation of District or departmental rules. Any disciplinary action imposed upon an employee shall be protested only as a grievance pursuant to Article 13 of this Agreement. All such grievances shall be filed at Step Two as the first step, within the time limit (10 days) allowed at that step. If the department head or other supervisor has reason to discipline an employee, he/she shall make reasonable efforts to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public.

B. All employees shall be afforded the opportunity to have a Union Steward present at any disciplinary investigation or disciplinary meeting. Any Disciplinary Action taken on an employee under the classifications in the bargaining unit will have an emailed copy sent to the Local Union President and Council Representative by a union steward.

C. All employees, except probationary, covered by this Agreement shall be discharged only for just cause. The protest of the discharge of any employee shall be made only through the grievance procedure set forth in Article 13.

Section 2. Filing of Job Openings:

Whenever there is a job opening (which is covered by this agreement) to be filled, notice of such opening will be posted on the work area bulletin board for a period of one (1) week to provide employees the opportunity to bid by written application on that job. The District may advertise the position simultaneously with the posting. Where in the supervisor's judgment relative qualifications, aptitude and ability to perform the work are equal between two or more applicants for the posted opening, the employee with the most District service shall be offered the position. In the event the Union considers the supervisor's selection to have been arbitrary or in bad faith, it may submit that question as a grievance for handling in accordance with the grievance procedure, commencing as Step Two thereof.

Section 3. Change in Job Assignment:

Any employee who is promoted or assigned to a new job classification shall serve a four-month probationary assignment in such new classification. The probationary period may be extended up to an additional 4 months by the supervisor if he or she feels the employee has not received enough experience or training and needs additional time to orient to the position. During the initial four-month period, and only during this first four months, the employee may be returned to his/her previous position without recourse to the grievance procedure or any other claim of a violation hereof. For benefit purposes, an employee who has transferred to a new position and has not completed probation in their prior position will be given credit for time worked in a benefit eligible position from the most recent hire date.

Section 4. Personnel Files:

Each employee shall have the right to inspect his/her personnel file upon reasonable advance notice. The District shall not introduce material into the personnel file that is of a substantially evaluative nature without providing a copy of such material to the employee. The employee shall have the right to submit a statement explaining his/her side of the story to any personnel file entry that he/she disagrees with. The employee shall have any disciplinary materials/documents removed from their Personnel file three (3) years after completion of last disciplinary resolution, upon request, if there has been no further disciplinary action.

Section 5. Employee Resignations:

As a condition of eligibility for a favorable reference for employment, an employee must have provided the District with at least fourteen (14) days written advance notice of resignation. For purposes of post-employment inquiries, any employee who has not provided such advance notice shall be included among those employees who were terminated not in good standing.

Section 6. Step Advancement:

Each employee shall serve four (4) months at Starting Step to qualify for advancement to Step 1 and serve twelve (12) months to qualify for advancement to each successive step on the wage schedule attached hereto with the exception of which are based on longevity. All such step advancements shall be subject to satisfactory performance; however, no employee shall be denied a step increase unless he/she was advised with written confirmation at least three (3) months prior to the date the increase was due to those areas where performance deficiencies exist and has failed to adequately correct the specified deficiencies thereafter. Denial of step increase shall not be for arbitrary or capricious reasons and shall be subject to the grievance procedure if the employee feels that such denial was arbitrary or capricious.

Section 7. Pay Periods:

Pay shall be bi-weekly and shall normally be available on the first Friday following the end of the bi-weekly pay period.

Section 8: Vacation and Benefit Accrual

The years of service used to calculate an employee's vacation time accrual rate will not change if a union member employed by the District assumes a different position within the organization, either voluntarily or involuntarily. Likewise, an employee who changes positions within the District will retain any accrued vacation time and sick leave. The employee must be working in a benefit eligible position in order to qualify for both vacation time and sick leave.

ARTICLE 13 SETTLEMENT OF DISPUTES

Section 1. Grievance and Arbitration Procedure:

Any dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement is defined as a grievance and shall be settled in the following manner:

Step One:

The affected employee or employee representative shall communicate the grievance verbally or in writing to the employee's most immediate supervisor not within the bargaining unit within fifteen (15) days of the occurrence of the grievance or employee's demonstrated first knowledge of same. The supervisor shall have ten (10) days in which to respond to the grievance.

Step Two:

If the grievance is not resolved at Step One, it shall within ten (10) days of the supervisor's response or within thirty-five (35) days of its occurrence or the employee's demonstrated first knowledge of same, if such is earlier, the grievance shall be submitted to the District Administrator. Such presentation shall be reduced to writing and shall specify the specific District action or lack of action which is the cause of the grievance, the specific article or articles and sections or paragraphs thereof alleged to have been violated and the remedy sought. The District Administrator will have fifteen (15) days in which to make a response in writing to the grievance.

Step Three:

If the grievance remains unresolved after completion of action at Step Two hereof, either party shall, within fifteen (15) days of the written response of the District under Step Two, have the right to have the matter submitted to final and binding arbitration by providing written notice to the other party of its intent to do so. The parties shall first attempt to select an arbitrator who is mutually acceptable. If within ten (10) days from the request for arbitration the parties are unable to agree upon an arbitrator, the Oregon State Conciliation Service shall be requested to submit a list of five (5) names. Both the District and the Union shall have the right to strike two (2) names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. The arbitrator shall be required to determine which of the parties prevailed in the grievance and shall bill all fees and expenses to the party that did not prevail. If several issues are in dispute, the arbitrator may determine which party prevailed on the various portions of the case and apportion fees and expenses accordingly. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The arbitrator shall have authority to consider only a claim based upon a specific provision of this Agreement and shall have no authority to add to, modify or detract from this Agreement. Any decision of the arbitrator within the scope of this Agreement shall be final and binding upon the parties.

Section 2. Time Periods:

The time periods specified in the Article may be extended or modified only by mutual written consent. Failure by the Union to comply with a specified time period shall constitute acceptance of the District's position in the matter. Failure by the District to comply with a specified time period shall constitute a rejection of the grievance at that step, thereby automatically moving the grievance to the next step.

Section 3. Processing of Grievance:

Employee will be paid for time spent during regular working hours meeting with District officials for the purpose of processing grievances or resolving contract administration issues, but will not be paid for meeting time that falls outside regular working hours. Time off with pay for the purpose of investigating or preparing grievances for arbitration or other third-party hearings will not be allowed. Time off without loss of pay will however be allowed when the District requires an employee to attend an arbitration or third-party hearing.

Section 4. Determination of Merit:

The provisions of this Article shall not be interpreted to require that the Union process any grievance through the grievance or arbitration procedure which it believes lacks sufficient merit.

ARTICLE 14 NON-PAID LEAVE

Section 1. Child Care Leave:

Leave for child care shall be provided for by applicable Oregon and federal laws. Any issue concerning such leave may be addressed as a grievance through Steps One and Two of the grievance procedure, but shall be pursued to Step Three or otherwise serve as the basis for a claim of violation of this Agreement.

Section 2. Education Leave:

Leave may be granted to employees who propose to take course work to attend seminars or conferences that would improve their value to the District for up to two (2) successive semesters for an employee with at least one (1) year of continuous service.

Section 3. Medical Disability Leave:

An employee with more than one (1) year of continuous service who has exhausted all available paid disability leave and vacation shall be eligible for up to a 6-month leave of absence if he/she can provide a doctor's certificate as to disability and further certification to the effect that he/she will be sufficiently recovered at the conclusion of the leave period to return to work.

Section 4. Workers Compensation:

In the event of an on-the-job accident (Worker's Compensation covered) with the District, the

employee shall be considered to be on a non-paid leave for the period of the temporary disability and shall be eligible for immediate reinstatement at the same classification and at the same rate of pay as he/she had at the time of the accident. This section shall not be construed so as to prevent the District from requiring such an employee to return to work in a limited duty capacity at an earlier date when such is approved by the Worker's Compensation carrier.

Section 5. Leave Requests:

Non-paid leave will normally be requested in writing not less than thirty (30) days in advance. Any employee who is on leave shall, as a condition of eligibility to return to work, provide written or personal notification to the District Administrator thirty (30) days prior to the date of the termination of the leave or their intent to return to work.

ARTICLE 15 SAVINGS CLAUSE

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Article, Section or portion thereof, directly specified in the decision. Upon the issuance of any such decision, the parties agree to meet and confer at the request of either the Union or the District regarding a successor for such invalidated Article, Section or portion thereof. All other portions of this Agreement and the Agreement as a whole shall continue without interruption for the term thereof.

ARTICLE 16 ADDITIONAL BENEFITS

Section 1: Medical, Vision and Dental Insurance

Effective through, June 30, 2020 the District will provide physical exams and basic lab work, at no charge, to employees covered by this Agreement and their spouses. Employees may contact the Pioneer Memorial Hospital laboratory or one of the District's clinics to receive a current list of covered lab work.

The maximum District contribution towards the cost of medical, vision and dental coverage will be:

• \$2,714.03 effective January 1, 2022 to December 31, 2022

The remaining two years of the contract will have the insurance cap increased each year between 10 and 15 percent depending on the amount of the increase in premiums.

Section 2. Life Insurance

The District shall continue to provide regular part-time & full-time employees with at least \$25,000 term life insurance policy with partial dependent coverage, which shall include accidental death and dismemberment. Such employees shall also be provided coverage under a long-term disability plan which provides at least 60% of monthly income to a maximum of \$1,200 per month after a 6-month

qualification period. Employees can refer to the current life insurance handbook for specific details.

Section 3. Part-Time Employees and New Employees:

Regular part-time employees shall receive a prorated contribution towards the cost of the fringe benefits specified in this Article. The pro-rate shall be based upon the relationship of the part-time employee's hours worked in comparison to a 40 hour work week. Eligibility for insurance coverage shall commence upon the sixty (60th) day following hire and will begin on the first (1st) day of the following month.

Section 4. Retirement:

The District provides a Section 401(a) retirement plan, in which a percentage of base pay is deposited quarterly into an investment account for each eligible employee. All regular part-time or full-time employees who have completed their initial probation by the last day of the quarter and are still employed as regular part-time or full-time on the last day of the quarter are eligible for participation. The District contribution to that plan shall be a minimum of five (5) percent, which may be increased by one percent (1%) per hundred thousand dollars of excess revenue according to Audited annual financial statements, to a maximum of 6 %.

The rate will be effective on January 1, 2018. The rate plan will be recalculated based on the Audited financials each January thereafter. Base pay shall include all regular hours worked and all benefit eligible hours used during the quarter, including PTO and sick leave. Overtime and call time/call back are excluded. The employee shall have the right to make additional contributions from his/her own pay to a Section 457 Deferred Compensation plan or other Tax Sheltered Annuity offered by the District, to the maximum extent allowed by law.

Section 5: Air Ambulance Membership

The District will provide annual coverage for all benefit eligible employees and any household members as per the Air Ambulance Company's policies.

Section 6. Tri-County Ambulance Membership.

The District will provide annual coverage for all benefit-eligible employees and their eligible dependent family members covered by this Agreement.

ARTICLE 17 COMPENSATION

Section 1. Wages:

A. Employees shall be compensated in accordance with Appendix A, attached hereto and made a part of the Agreement. Appendix A will be changed to reflect the COLA increases effective July 1 of each year of this Agreement. The new wage scale will be effective the first full pay period following

contract ratification. Employees shall be placed in the appropriate step based on their length of service in their position.

B. Effective upon signing of agreement employees shall be given a COLA increase of 3 % to 4.5%, based on the Bureau of Labor Statistics website, CPI-W All Items, 12 month % change as extracted during April of each year. That increase shall be effective July 1 of each year of this Agreement, beginning July 1,2022.

Both the Union and management will utilize the Bureau of Labor Statistics website, CPI-W All Items, 12 month % change for determining each year's COLA increase.

C. All salary changes will be implemented in the pay period that includes July 1.

Section 2. Movement on Schedule:

Employees shall be eligible for a step increase in accordance with Article 12, Section 6.

Section 3. Initial Placement:

Newly hired employees shall normally be placed at the start step of the salary schedule. Additional steps may be granted for prior experience or qualifications.

Section 4. On-Call/Standby:

Employees required to be on-call shall be compensated for all hours on such status at the following rates:

7/1/22	\$5.50
7/1/23	\$6.00
7/1/24	\$6.50

Plus an additional \$1.00 per hour on District recognized Holidays.

Section 5. Longevity

Longevity steps begin at step 5.

Part-time EMT's shall be compensated at the level on Appendix A equivalent to ½ of their total years of service to the District.

Section 6.Merit Bonus Committee

In considering whether to award a bonus, administration will consider, but is not limited to, the following factors:

- Significant added duties outside of the employee's usual scope of duties over one pay period of time.
- Taking on a substantial, complex, or sensitive project, which requires significant time, organization and work in addition to the person's regular duties.
- Assuming lead or supervisor duties over a *significant period of time.
- Performing significant additional duties as a result of vacancies in the department over a *prolonged period of time.

*A prolonged or significant period of time is determined based on the specific circumstances. For example, assuming supervision of additional employees presents more of a burden than assuming administrative duties such as scheduling and as such a shorter time period may be considered "prolonged" or "significant."

There are typically two types of bonuses which may be awarded:

- An hourly increase, the amount of which is based on the type of work performed.
- A one-time bonus, typically awarded for project-based work, the amount of which is based on the type of work performed and the length of time involved.

ARTICLE 18 DURATION

This Agreement shall become effective on the day of signing and shall remain in full force and effective through June 30,20203. The parties agree to commence negotiations by January 31st of the year in which this Agreement expires. This Agreement shall be binding upon the parties and shall be binding upon any successor by assignment, merger, consolidation, transfer or otherwise of either party.

The parties recognize that the District is supported in part by funding from tax sources. Therefore, in the event a tax or expenditure limitation is adopted which negatively affects the revenue available to the District, or in the event the District fails to gain voter approval of a levy sufficient to support existing levels of service and also provide for additional expenditures to fund the wage increases provided for here.in, the District may, by written notification, reopen negotiations as to wages and fringe benefits provided for herein. In the event such option to reopen is exercised, all other provisions contained herein shall be unaffected thereby and the wage rates and fringe benefit levels in effect upon the date the notice to reopen was sent and shall remain in effect until a successor is agreed to.

Dated this 1st day of July 2022.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, MORRO
LOCAL 2479-1 AFL-CIO, AFFILIATED
WITH AFSCME COUNCIL NO. 75

MORROW COUNTY HEALTII DISTRICT

AFSCME Council 75 Representative	MCHD Board Chairperson
Local 2479-1 Bargaining Team Member	MCHD Bargaining Team Member
Local 2479-1 Bargaining Team Member	MCHD Bargaining Team Member
Local 2479-1 Bargaining Team Member	MCHD Bargaining Team Member

APPENDIX A												
Union Wages												
Effective												
July 1, 2022							Include					
through							s 4.5%					
June 30, 2023							COLA					
,		4 mos	1.4 yrs	2.4 yrs	3.4 yrs	5.4 yrs	7.4yrs	10.4 yrs	15.4 yrs	20.4 yrs	25.4 yrs	30.4 yrs
	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
Housekeeper I	\$ 14.88	\$ 15.35	\$ 15.73	\$ 16.18	\$ 16.62	\$ 17.22	\$ 17.69	\$ 18.27	\$ 18.79	\$ 19.35	\$ 19.94	\$ 20.52
Housekeeper II	\$ 16.52	\$ 16.97	\$ 17.43	\$ 17.90	\$ 18.38	\$ 19.38	\$ 20.43	\$ 22.09	\$ 22.42	\$ 22.76	\$ 23.10	\$ 23.45
Laundry Aide	\$ 14.88	\$ 15.35										
Cook	\$ 17.24	\$ 17.71	\$ 18.18	\$ 18.67	\$ 19.19	\$ 20.23	\$ 21.34	\$ 23.12	\$ 23.46	\$ 23.81	\$ 24.17	\$ 24.53
Cook's Helper	\$ 14.51	\$ 14.84										
Dishwasher	\$ 13.17	\$ 13.56										
Clerk I	\$ 14.27	\$ 14.67										
Clerk II	\$ 16.25	\$ 16.69										
Clerk II w/Interp							_		_		_	_
Cert									\$ 22.09			
Clerk III	\$ 19.12	\$ 19.63	\$ 20.11	\$ 20.62	\$ 21.14	\$ 21.66	\$ 22.31	\$ 22.83	\$ 23.52	\$ 24.23	\$ 24.96	\$ 25.70
Clerk III w/Interp Cert	\$ 20.89	\$ 21 40	\$ 21 89	\$ 22 39	\$ 22 91	\$ 23 44	\$ 24.09	\$ 24 76	\$ 25 45	\$ 26 16	\$ 26.89	\$ 27 65
Clerk IV	\$ 23.01						\$ 26.82			-	\$ 30.18	
Clerk IV	\$ 23.01	7 23.33	7 24.10	7 24.70	7 23.41	7 20.04	\$ 20.6Z	γ 27.01	7 20.43	7 23.30	7 30.18	7 31.10
w/Interp Cert	\$ 24.78	\$ 25.37	\$ 25.95	\$ 26.56	\$ 27.18	\$ 27.81	\$ 28.60	\$ 29.38	\$ 30.22	\$ 31.08	\$ 31.96	\$ 32.87
Clerk V	\$ 29.69	\$ 30.44	\$ 31.20	\$ 31.99	\$ 32.79	\$ 33.61	\$ 34.62	\$ 35.65	\$ 36.73	\$ 37.82	\$ 38.96	\$ 40.13
Transcriptionist	\$ 18.29	\$ 18.64	\$ 18.88	\$ 19.35	\$ 19.73	\$ 20.32	\$ 20.93	\$ 21.53	\$ 22.21	\$ 22.87	\$ 23.55	\$ 24.30
Info Tech	4	4	4	4	4	4	4	4	4		4	
Specialist							\$ 28.67				\$ 32.28	
Maintenance I	\$ 22.75	•	\$ 23.91	•	•		\$ 26.51		\$ 28.12		\$ 29.84	
Maintenance II	\$ 24.87	\$ 25.33	\$ 25.76	\$ 26.21	\$ 26.65	\$ 27.44	\$ 28.26	\$ 29.12	\$ 30.00	\$ 30.90	\$ 31.81	\$ 32.75
Med Assist Trainee	¢ 10 E7	\$ 19.05										
Med Assist I	\$ 10.37	Ş 15.03										
Non-Cert	\$ 19.15	\$ 19.73	\$ 20.29	\$ 20.93	\$ 21.52	\$ 22.20	\$ 22.85	\$ 23.52	\$ 24.27	\$ 24.98	\$ 25.72	\$ 26.48
Med Assist I										_		_
W/Cert	\$ 20.15	\$ 20.73	\$ 21.29	\$ 21.93	\$ 22.52	\$ 23.20	\$ 23.85	\$ 24.52	\$ 25.27	\$ 25.98	\$ 26.72	\$ 27.48
Med Assist w/ltd xray	\$ 21 52	\$ 22 10	\$ 22 65	\$ 23 31	\$ 23.88	\$ 24 57	\$ 25.21	\$ 25.88	\$ 26 64	\$ 27 35	\$ 28.08	\$ 28 84
Lab Assist	γ 21.32	Ϋ 22.10	7 22.03	γ 23.31	ÿ 23.00	γ Z¬.57	7 23.21	7 23.00	ÿ 20.0∓	ÿ 27.33	7 20.00	Ş 20.04
Trainee	\$ 18.57	\$ 19.05										
Lab Assistant	\$ 19.15	\$ 19.73	\$ 20.29	\$ 20.93	\$ 21.52	\$ 22.20	\$ 22.85	\$ 23.52	\$ 24.27	\$ 24.98	\$ 25.72	\$ 26.48
Phlebotomist	\$ 16.36	\$ 17.10	\$ 17.52	\$ 17.96	\$ 18.41	\$ 18.87	\$ 19.44	\$ 20.02	\$ 20.62	\$ 21.24	\$ 21.88	\$ 22.53
CNA I	\$ 17.36	\$ 17.78	\$ 18.19	\$ 18.58	\$ 19.07	\$ 19.64	\$ 20.23	\$ 20.85	\$ 21.45	\$ 22.08	\$ 22.75	\$ 23.43
CNA II	\$ 18.00	\$ 18.49	\$ 18.99	\$ 19.50	\$ 20.02	\$ 21.12	\$ 22.28	\$ 24.13	\$ 24.49	\$ 24.86	\$ 25.23	\$ 25.61
CNA I+Med												
Aide/RA	\$ 20.36	\$ 20.78	\$ 21.19	\$ 21.58	\$ 22.07	\$ 22.64	\$ 23.23	\$ 23.85	\$ 24.45	\$ 25.08	\$ 25.75	\$ 26.43
CNA II+Med Aide	\$ 21.00	\$ 21.49	\$ 21.99	\$ 22.50	\$ 23.02	\$ 24.12	\$ 25.28	\$ 27.13	\$ 27.49	\$ 27.86	\$ 28.23	\$ 28.61
Home Health	440.00	d 22 :-	d 22 22	d 24 2=	d 24 2=	d 22 22	d 22 22	A 25 - 5	d 20 25	420 10	A 22 = 2	6.07.4.6
Aide	\$ 19.96	\$ 20.42	\$ 20.89	\$ 21.37	\$ 21.87	\$ 22.90	\$ 23.99	\$ 25.74	\$ 26.08	\$ 26.43	\$ 26.78	\$ 27.14

Central Supply	\$ 19.82	\$ 20.29	\$ 20.70	\$ 21.15	\$ 21.58	\$ 22.25	\$ 22.90	\$ 23.58	\$ 24.31	\$ 25.03	\$ 25.78	\$ 26.55
LPN	\$ 26.04	\$ 26.54	\$ 26.96	\$ 28.02	\$ 29.04	\$ 31.09	\$ 32.95	\$ 34.29	\$ 34.80	\$ 35.33	\$ 35.86	\$ 36.39
Basic EMT - FT	\$ 22.09	\$ 22.68	\$ 23.22	\$ 23.81	\$ 24.39	\$ 25.00	\$ 25.76	\$ 26.53	\$ 27.33	\$ 28.16	\$ 28.99	\$ 29.87
Basic EMS Lead - FT	\$ 24.09	\$ 24.68	\$ 25.22	\$ 25.81	\$ 26.39	\$ 27.00	\$ 27.76	\$ 28.53	\$ 29.33	\$ 30.16	\$ 30.99	\$ 31.87
Inter. EMT - FT	\$ 25.41	\$ 26.05	\$ 26.71	\$ 27.38	\$ 28.05	\$ 28.76	\$ 29.62	\$ 30.52	\$ 31.44	\$ 32.36	\$ 33.35	\$ 34.34
Call = \$5.50/hr	effective	7/1/22							1/1/2022			
					EMS- DRIVER/ OPT	HLP -			\$18.00			
					Basic EMT - OPT			\$24.00				
					Intermediate EMT - OPT			\$28.00				

Morrow County Broadband Action Team

Melissa Lindsay Morrow County Commissioner

June 27, 2022

Morrow County Health District Board of Directors P.O. Box 9 Heppner, OR 97836

Dear Ms. Roberts and Members of the Board,

Over the last year, Morrow County has hosted Lead for America and American Connection Corps fellow Aaron Moss. Moss has assisted in coordinating the Morrow County Broadband Action Team, a stakeholder-led effort to expand broadband infrastructure and promote digital resources throughout the County. The group meets monthly to discuss project progress but under Moss's leadership remains active between meetings as ongoing initiatives continue to develop.

The Broadband Action Team has succeeded in developing an online digital resource hub and commissioning videos, both in English and Spanish, to increase awareness of internet cost-sharing resources. The Broadband Action Team is working with an engineering firm to commission a high-level infrastructure design to deliver high-speed internet to *all* residents of Morrow County and has developed a strategy to fund the project through the unprecedented upcoming waves of broadband grant dollars. Starting at the end of this year, the state of Oregon will begin to receive up to \$600 million to connect as many unserved and underserved Oregonians as possible. Our Broadband Action Team has been at the forefront of the state-wide grant rulemaking process for these funds and has established itself and been recognized as an ideal model for community-based rural broadband development.

Aaron's service term is ending July 31, but our Broadband Action Team's work is not finished. Despite applying and being accepted to the University of Oregon's School of Law, the Broadband Action Team asked Aaron to put together a proposal that would allow him to defer law school and stay for another year to help sustain the progress of our projects. He proposed a number and the group accepted. We are currently fundraising from a variety of entities to make the arrangement work while maintaining the neutrality and momentum that our Broadband Action Team has established.

As a valued partner of this work, we are requesting that the Morrow County Health District contribute \$5,000. Broadband is essential in the modern world and the technological applications of health care are revolutionary. Aaron will be working as an independent contractor, through the Greater Eastern Oregon Economic Development Corporation, and will continue to bring a capacity to the team that in his absence would be simply unsustainable.

A representative from the Health District is always welcome to attend our meetings or receive our meeting summaries to better understand the progress we have made and the goals we continue to pursue. It is not a matter of if our community receives dollars, but of when and how many. We believe that our team, including Mr. Moss, can maximize Morrow County's share of the funds.

Below is a basic outline of the Broadband Action Team's work, Aaron's scope of work, and an article from ruralhealthinfo.org outlining the impacts of the digital divide on rural healthcare.

Thank you for your consideration and your partnership in this process.

Melissa Lindsay

Morrow County Commissioner

Morrow County Broadband Action Team's Mission and Scope of Work

- A. The Broadband Action Team will center its work on the citizens we hope to serve during all meetings, initiatives, and planning sessions.
- B. The Broadband Action Team will seek to remove the different types of barriers community members face to prevent them from having affordable high-speed internet connectivity.
- C. The Broadband Action Team will promote affordability resources and digital skills to improve the physical, mental, and economic health of Morrow County residents.
- D. The Broadband Action Team will create a plan to expand broadband infrastructure to all residents by designing a network that can be implemented incrementally.
- E. The Broadband Action Team will establish itself as a statewide model for community stakeholder broadband development and build itself into an advantageous position to receive state dollars.
- F. The Broadband Action Team will advocate for grant policies that benefit the most in-need rural and frontier communities throughout the state, especially for Morrow County itself.

Aaron's Scope of Work

- A. Aaron will provide for planning and coordination of Morrow County Broadband Action Team meetings and serve as the full-time staff person for all projects associated with the Broadband Acton Team. He will manage and facilitate the planning and implementation of projects for the Broadband Action Team, serving as the main point of contact for all other contractors commissioned by the Broadband Action Team.
- B. Aaron will assist Broadband Action Team members in coordinating the development of a "Broadband Strategy" that includes the categories of *infrastructure expansion*, *digital inclusion*, and *grant analysis*.
- C. Aaron will research critical issues identified by the Morrow County Broadband Action Team and Broadband Action Teams across the state to inform necessary advocacy to all relevant entities.
- D. Aaron will continue to engage the community through digital, written, and in-person communication.
- E. Aaron will present project updates to any interested body, including the Morrow County Board of Commissioners and the Broadband Action Team itself, on the status of existing and planned Broadband Action Team initiatives.
- F. Aaron will monitor grant publications and notify the Broadband Action Team and other relevant parties of available funding opportunities and advise a course of action.

ruralhealthinfo.org

Broadband in Rural America: Faster Speeds for Home and Healthcare - The Rural Monitor

by Allee Mead

15-19 minutes

by Allee Mead



Kelly A. Hirko, PhD, is an assistant professor of epidemiology and community-based researcher at Michigan State University (MSU). She lives and works in rural Traverse City, Michigan, her hometown. While researching how to help cancer survivors stay physically active, Hirko learned that many cancer survivors didn't live close enough to Traverse City to take advantage of free services at the cancer center's health and wellness suite.

Hirko's team looked into a virtual class option, but program coordinators said many of the clients were older and did not have a smart phone or adequate access to broadband in their homes.

Hirko reported that about 40% of people in rural Michigan do not have adequate broadband access. "It's really become apparent that a lot of the individuals who are served in our community do not have access to broadband in their homes," she said.



Kelly A. Hirko

Hirko emphasized that "there is a lot of variation within a rural region," such as differences in broadband access between people who live in Traverse City and people who live outside of town, along with high-income individuals and families versus those with low income. She added, "It is critical to understand this variation in order to ensure that efforts are directed to the specific rural areas in most need."

A 2021 Congressional Research Service report called <u>The Digital Divide</u>: What Is It, Where Is It, and Federal Assistance Programs defines broadband as "high-speed internet access that is faster than traditional dial-up access, always on, and relies on high-speed transmission technologies" such as fiber optic cable or wireless. According to this report, rural and tribal areas fall behind urban and suburban areas in terms of broadband deployment and speed, especially as internet service providers find it expensive to cover a large geographic area with a small number of customers.

Bringing Broadband to Rural America, published in 2020 by the

Federal Reserve Bank of Richmond, shows that rural areas benefit from strong broadband infrastructure: "Broadband access and adoption in rural areas is linked to increased job and population growth, higher rates of new business formation and home values, and lower unemployment rates."

As many people have learned during the COVID-19 pandemic, fast, reliable broadband is also important for people to work from home, take online classes, and order groceries and other items online. For healthcare facilities, broadband is needed to send electronic files, support patient portals, and complete telehealth visits.

Hirko added that many vulnerable populations don't have access to high-quality broadband, so even expanding telehealth services, as has happened during the COVID-19 pandemic, is "going to exacerbate these already existing disparities," since the people who would most benefit from telehealth still can't access it.

In addition, the lack or poor quality of broadband prevents people from accessing a patient portal or other online system to schedule a vaccination appointment: "Many lack broadband access and/or the technological capability to maneuver complicated online scheduling platforms," she said.

For rural communities looking to boost their broadband, funding is often a challenge. As schools closed at the beginning of the pandemic, some communities put Wi-Fi hotspots in parking lots or on school buses. Pam Becker, executive director of the Foundation for Rural Service (FRS), said that these solutions aren't addressing the larger infrastructure issues concerning broadband. She also acknowledged it's not "super easy or cheap,

but a lot of it comes down to investing in the infrastructure."

Rural communities across the country are working to improve and leverage their broadband infrastructure and telehealth capabilities, through countywide broadband in a Colorado community; a wide range of telehealth services in Alabama county health departments; and Virtual Living Rooms for veterans in Kentucky, Tennessee, and Vermont.

Countywide Broadband Benefiting Colorado Hospital



<u>Pioneers Medical Center</u> in Meeker, Colorado, was well-equipped to transition employees from working on campus to working at home during the pandemic and helping providers offer telehealth appointments from their homes. Rio Blanco County benefits from having countywide broadband, so the hospital as well as schools and households have reliable internet access.

Internet access in this community has not always been this way.

Twenty years ago, Pioneers Medical Center would try to send radiology images over its dial-up connection to Valley View Hospital in Glenwood Springs, which is about 68 miles away. An electronic transfer like this used to take so long that it was often quicker to burn the images onto a CD, drive to Glenwood Springs,

and deliver it in person.

Pioneers Medical Center teamed up with Rio Blanco County, the Meeker School District, Meeker municipal IT employees, and the electric cooperative White River Electric Association to put in a fiber ring. While this solution helped the medical center, internet was still expensive.

Pioneers Medical Center became part of the <u>Project THOR</u>

<u>Network</u>, a redundant internet network built by the Northwest

Colorado Council of Governments and serving 14 communities.

The network has multiple fiber lines so that if one is cut, there is no outage because the internet traffic is routed to a different line.

Project THOR worked mostly with existing fiber instead of having to build 481 miles of fiber, so project coordinators were able to keep installation costs down.

Bringing Telehealth to County Health Departments



The Alabama Department of Public Health (ADPH) knows the importance of keeping costs down. The previous director of the ADPH Office of Telehealth, Michael Smith, was interested in creating a telehealth program in which patients travel to their county health departments (CHDs) to receive care from specialty physicians in larger communities. The program was able to leverage existing broadband availability in the CHDs, funded

through another program. Smith priced out telehealth carts and decided it would be cheaper for ADPH to build its own cart for each CHD.

These carts have Bluetooth-enabled stethoscopes and handheld examination cameras so that physicians can get a better look at a patient's mole or a lesion, for example. CHD nurses attend the telehealth appointments and check patients' vitals, like blood pressure. Providers from partnering organizations can also send lab kits to the CHD so the CHD nurse can draw a blood sample and send it to the lab.

The ADPH Telehealth Program has 15 partnerships between universities, nonprofit organizations, and other state departments to connect specialty physicians with patients via telehealth. In 2015, a pilot project began with Montgomery AIDS Outreach (now known as Medical Advocacy and Outreach) to reach its patients in five counties. The ADPH Telehealth Program has since expanded, with 65 of Alabama's 67 county health departments having a telehealth cart.

The ADPH Telehealth Program was able to expand as quickly as it did in part because most of the county health departments already had adequate access to broadband. Alabama's WIC program had received federal funds to implement an electronic health record system and had to expand broadband access in order to accommodate the new system. "We were fortunate in Alabama that another program had already done all the legwork," current Office of Telehealth director April L. Golson said.

In 2004, the USDA Food and Nutrition Service created a five-year initiative called the <u>WIC Program State Agency Model (SAM)</u>

<u>Project</u> to help state WIC agencies develop model information systems (MIS). As one of the state agencies participating through a multi-state consortium, the Alabama WIC program began building an MIS from the ground up — a process that took many years.

We started realizing that we didn't have the bandwidth to support that in every county. And so that is what led to us upgrading our bandwidth for WIC within public health, which in turn benefited other programs that were needing bandwidth.

Golson, who worked for Alabama's WIC program before her current job in the Office of Telehealth, said that her team had to figure out issues like: "What kind of computers would you need? What software would you need?" she said. "We started developing all that. We started realizing that we didn't have the bandwidth to support that in every county. And so that is what led to us upgrading our bandwidth for WIC within public health, which in turn benefited other programs that were needing bandwidth."

For example, this work with broadband helps improve telehealth programs and helped departments and programs switch to electronic health records (EHRs) instead of paper records. In addition, the improved broadband helps the state clinical laboratory send lab results back to county health departments.

The ADPH Telehealth Program provides ambulatory care as well as educational sessions. A transplant physician at the University of Alabama at Birmingham Hospital teaches a navigation program via teleconferencing. Patients needing a kidney transplant attend this program at their county health department and learn, for example, how to ask for a kidney donor through social media or writing a

letter.

ADPH Telehealth Program's original partner, Medical Advocacy and Outreach, focuses on providing testing, PrEP, and other services to patients with, or at risk for, HIV. The University of South Alabama provides ultrasounds at county health departments; the ultrasonographer travels to the CHD, and then the patient meets virtually with a physician. ADPH is currently negotiating a partnership with Tuscaloosa Veterans Affairs to provide behavioral health services to veterans.

Helping Veterans Access Care

Like the ADPH Telehealth Program, <u>Virtual Living Rooms</u> (VLRs) save patients from driving hours to receive care — in this case, to a VA facility. VLRs connect veterans with VA providers via telehealth in locations closer to and more convenient for the veteran. The pilot VLR site opened in the Jackson County Public Library in McKee, Kentucky.





A Virtual Living Room.

VLRs are funded by the Foundation for Rural Service (FRS), the philanthropic arm of the NTCA—Rural Broadband Association. FRS has a variety of programs that give scholarships and community grants to rural communities, including the VLR program.

Creating a VLR involves four different partners coming together. FRS provides the funding. A location like a library or veterans service organization hosts the VLR site. The NTCA member uses that funding to purchase the equipment and do any needed construction on the planned VLR site and provides the broadband service for that site. The VA provides the telehealth services through its VA Video Connect program.

Becker said veterans can connect to this program from their personal devices, even using a basic telephone to call in, but the program "requires a pretty robust broadband connection" to complete video sessions. VLR sites, then, give all veterans in the community a space with reliable broadband.

In addition to the first VLR site in McKee, Kentucky, FRS has partnered with two more NTCA members to open up VLRs at American Legion posts in Bristol, Vermont, and in Spencer, Tennessee. Becker said a VLR can be set up anywhere, like the library in McKee, "although we're having really good luck putting them in American Legion posts."











Bristol American Legion Post 19

Resource Center



American Legion Posts in Spencer, Tennessee, (left) and Bristol, Vermont, have Virtual Living Rooms so that veterans can access care without traveling to a VA facility.

Becker said telehealth won't completely replace in-person appointments, "but if this is something that we can handle over the internet, over broadband connection, then that's easier for everybody."

Benefits for Patients and Providers

Golson from ADPH said that broadband is important in helping patients address social determinants of health, like a lack of transportation, that prevent them from receiving healthcare. During a project with the Children's of Alabama hospital seeing pediatric epilepsy patients via telehealth, Golson said, "The money saved and the time saved from work and school was significant." Instead of missing two days of school to see a specialist in person, children and their families only had to travel to their county health department.





County health department staff uses an otoscope during an Alabama Public Health Telehealth Network session.

For Pioneers Medical Center in Colorado, broadband also makes it easier for patients to access their own medical records, submit prescription requests, and look at test results through a patient portal. In addition, for patients who receive a cancer diagnosis at Pioneers Medical Center but go to another facility for oncology care, Pioneers can transfer images that are high resolution; therefore, the receiving physician does not have to redo the test, which saves the patient from being charged for a duplicate test.

Broadband has also allowed Pioneers Medical Center to bring in equipment like a CT scanner, a wide bore MRI, and a 3D mammography machine. The medical center does not have a radiologist in the building on Fridays, so radiology technicians electronically send tests to the radiologist to read and send back.

Rio Blanco County's broadband has become an important amenity to attract healthcare employees and their families. Pioneers Medical Center's orthopedic clinic, Colorado Advanced Orthopedics, Sports Medicine and Spine, has attracted orthopedic patients from across the country. These patients and their families stay in local hotels and eat at local restaurants, which translates into dollars spent within the community.

Challenges and Lessons Learned

Rural communities and facilities often have to deal with

considerable challenges to improve broadband. Golson mentioned that it's hard to convince internet service providers (ISPs) to invest in communities or counties with so few people. Plus, working with multiple ISPs across the state is more time-consuming than working with one company. After the state WIC program was able to improve broadband for CHDs across the state, Golson reported that about seven counties "still probably have lower internet."

Payment structures for telehealth services can also present a challenge. Golson noted that there is no parity legislation in Alabama, so payers do not have to pay for services provided via telehealth. If a payer does reimburse for telehealth, the origination site fee might not be enough to cover the costs of running the program.

If there is a silver lining to the pandemic, it's that it's really brought good attention to telehealth and how it can be a great solution for many, many people.

"If there is a silver lining to the pandemic," Becker said, "it's that it's really brought good attention to telehealth and how it can be a great solution for many, many people."

This pandemic has also shown how important broadband is, Becker said, since it is "affecting your healthcare, it's affecting your education, it's affecting where you work and that you *can* work from home. I mean, it's affecting where you buy things from."

Resources to Learn More

In February 2021, the Foundation for Rural Service published a white paper called <u>Broadband Today: Rural America's Critical Connection</u>. This paper:

- Defines broadband terms
- Highlights rural broadband stories in areas like healthcare, education, and agriculture
- Explores the COVID-19 pandemic's impact on broadband in rural America

RHIhub lists funding opportunities related to broadband.

AGREEMENT FOR STAFFING SERVICES

THIS AGREEMENT ("Agreement") is made effective this Thursday day of 14, 2022, by and between Pioneer Memorial Home Health & Hospice ("Company") located at 162 N. Main St. and Skyline Med Staff, LLC ("Agency") located at 3506 N 147th St. Ste. 204, Omaha, NE 68116.

Recitals:

WHEREAS, Company is licensed as a Home Health and/or Hospice company providing Nursing services to its contracted clients.

WHEREAS, Agency is in the business of providing licensed health care professionals ("Agency Professionals") to healthcare agencies, and

WHEREAS, in accordance with the terms and provisions of this Agreement, Company desires the services of Agency to identify and provide certain Agency Professionals to Company that are qualified and compliant with the standards identified by the Company.

NOW, THEREFORE, the Company and Agency agree to the following:

I. GENERAL PROVISIONS

- (a) Company will identify available needs for licensed health care professions by notifying Agency. Company will notify (among other items) the position requested, and the qualification standards required by the Company.
- (b) Agency shall notify Company if it has any qualified and interested applicants. Agency is not obligated to submit candidates for any position, however, presented applicants will only be selected through the process outline above in this Section I.

II. SERVICES BY AGENCY

- (a) Upon request by the Company, and in accordance with the above described process, agency shall use its best efforts to assign Agency Professionals to the Company in full compliance with all terms and provisions of this Agreement. Agency understands and acknowledges that the providing of medical staffing services shall be undertaken by agency on a non-exclusive basis, which means that this Agreement shall not preclude the Company from using any other agent or entity for recruitment of medical staff.
- (b) Agency shall prescreen Agency Professionals to determine whether their qualifications and competence complies with the standards established by the

Company. The pre-screening by agency shall include, but not limited to, obtaining all pertinent information (hereinafter "Pre-assignment Screening Information") concerning the past employment, licensure, certifications, education and professional skills of Agency Professionals. In addition the Company will require Agency to conduct a full background and criminal record check and OIG regarding the Agency Professional to be assigned to Company, the costs of all Pre-assignment Screening shall be borne by the Agency.

- (c) In accordance with the Pre-assignment Screening, Agency agrees to provide to Company the following documentation (including any additional requirements by Company):
 - a. Documentation of immunity to PPD, Rubella, Rubeola, Mumps, Varicella.
 - b. Documentation of Hepatitis B vaccine or annual statement of declination.
 - c. General statement of Physical Health
 - d. Documentation of annual influenza vaccination, or religious and/or medical exemption of such.
 - e. Current copy of credentials/certification/license including CPR certification if required.
 - f. Skills sheet and resume for the Agency Professional
 - g. References and/or evaluations within the past 12 months
- (d) Agency agrees to acquire the following information to be maintained in each Agency Professional's file:
 - a. Comprehensive background screening
 - b. Drug screen within one year of assignment to the Company
- (e) Prior to an Agency Professional's first shift worked at Company, Agency will arrange for the Agency Professional to complete general Company orientation which may include safety tests, skills test, unit specific orientation, review of job description, signed confidentiality statement and Company code of conduct.
- (f) Agency Professionals placed with the Company shall comply with agencies policy and procedures, state and federal laws and regulations, including, but not limited to, the Joint Commission guidelines, OSHA rules and other regulatory agency requirements.
- (g) Agency Professionals placed with Company will perform their assignments in accordance with their applicable job descriptions and scope of practice.
- (h) Agency shall not provide any personnel who currently have an employment relationship with the Company.
- (i) Agency shall provide a certificate of insurance to Company with the company named as a certificate holder upon placement of agency professional. The certificate of insurance shall provide proof of:
 - i. Current professional liability
 - ii. General liability
 - iii. Automobile liability if applicable to position

Insurance coverage shall be for not less than \$1,000,000 (one million dollars) per occurrence and \$3,000,000 (three million dollars) in aggregate covering acts and

omissions, which may give rise to liability for services under this Agreement. Workers Compensation insurance shall be provided in accordance with applicable state law.

- (j) Agency Professionals shall report any work related injuries incurred while placed with Company in accordance with Agency reporting requirements. Agency Professionals will report any work related injury to both Agency and Company concurrently.
- (k) Agency will maintain direct responsibility for payment of wages and other compensation to all Agency Professionals and Agency shall be responsible for all applicable mandatory withholdings and contributions of federal, state, and local taxes, social security taxes, workers compensation, and unemployment insurance for Agency Professionals.
- (I) In accordance with the requirements of the Company, Agency agrees to have Agency Professionals available for the Company twenty-four hours per day, seven days per week.

III. RESPONSIBILITIES OF THE COMPANY

- (a) Company will do an initial orientation for Agency Professionals the first time Agency Professionals are placed with Company.
- (b) Performance problems of Agency Professionals placed with Company will be documented and reported to Agency in a timely manner.
- (c) Company will comply with the Joint Commission standards including the provision of appropriate orientation of the Agency Professional to the unit(s).
- (d) Company will identify a human resource person or appropriate designee that is available for communication to Agency Staff.
- (e) As Company controls the working environment of Agency Professionals assigned by Agency, Company will be responsible for providing all Company- specific training noted in OSHA standards.
- (f) Company retains professional management responsibility for the patient and the services provided. Company shall have exclusive responsibility to plan the patient's care and coordinate such care.

IV. JOINT RESPONSIBILITIES

- (a) Agency agrees to transmit to Company appropriate documentation described above to allow Company to assess the qualifications of the Agency Professional. Company agrees to review the documentation and contact the Agency Professional and/or the Agency to complete the interview process.
- (b) Following the completion of 26 worked weeks of an assignment, Company may hire Agency Professional on a regular employment basis at no additional charge. Any Employees hired by Company before completion of 13 worked weeks will pay a placement fee of \$15,00 for registered nurses and \$3000 for LPN's or CNA's. Any Employees hired after 13 weeks and before 26 weeks will pay a placement fee of \$7500 for registered nurses and \$1500 for LPN's or CNA's.

- (c) Company has the right to refuse the assignment of any prospective worker it deems as unsatisfactory without any liability to Agency.
- (d) Company and Agency shall each be required to maintain compliance with regulatory organizations and such documentation or information requested by the other party shall be reasonably provided to the other party.

V. BILLING AND INVOICING

- (a) Company shall make payment for services rendered by Agency Professionals and billed by Agency within 30 days of receipt of invoice.
- (b) Company will guarantee a minimum of 36 hours per week or 40 hours per week for all Agency Professionals assigned to Company. Such guarantee does not apply to any Agency Professionals terminated for cause. Mileage for all home to home visits will be billed at the current GSA rate.
- (c) The Agency shall provide to Company an "All-Inclusive Bill Rate" which such hourly rate shall include all of Agency's charges such as housing, per diem, etc.
- (d) Rates for overtime, holiday, etc. if any, shall be agreed upon in the rate sheet provided to Company.
- (e) Agency will provide a 30 (thirty) day notification to change rates to Company. No rate change will apply to confirmed staff placed already at Company, for the period of the confirmed assignment.

VI. TERM AND TERMINATION

(a) This Agreement will be in effect from the date first above written, and shall continue until the agreement is terminated by either Agency or Company.

VII. HIPPA COMPLIANCE

(a) Agency shall perform all Contract duties, activities and tasks in compliance with HIPAA and regulations enacted pursuant to its provisions, successor law and/or regulation. Pursuant to 45 CFR 164.502(e), Agency shall implement policies and procedures to safeguard and maintain PHI in accordance with the requirements of state and federal law. Agency shall only use or disclose PHI as required to perform the services specified in this Contract or as required by law, and shall not use or disclose such PHI in any manner inconsistent with the use and disclosure restrictions placed on the Covered Entity by HIPAA, or the resulting policies and procedures of the Covered Entity. Agency shall protect PHI from, and shall establish appropriate safeguards to prevent, the unauthorized disclosure of PHI in accordance with the terms and conditions of this Amendment and state and federal law,

including any regulations governing the security of PHI and the transmission, storage or maintenance of electronic data that contains PHI for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract. Agency gives Consent to Audit in compliance with the terms of this Agreement. Reasonable Access shall be provided by Agency in accordance with PHI Access requirements of this Agreement with Company.

VIII. INDEMNIFICATION

(a) Agency agrees to indemnify and hold Company harmless from any and all liability Company may incur by reason of bodily injury or death or property damage (collectively "Damages") to the extent caused by the negligent acts or omission of Agency Professionals in the performance of their assignment for Company except to the extent Damages are caused by Company's negligence. Company agrees to indemnify and hold Agency harmless from any and all liability Agency may incur by reason of bodily injury or death or property damage (collectively "Damages") to the extent caused by the negligent acts or omissions of Company employees in the performance of their duties, except to the extent Damages are caused by Agency's negligence.

IX. MISCELLANEOUS TERMS

- (a) This agreement will be governed by and in accordance with the laws of the State of Nebraska.
- (b) Neither party may assign this Agreement without the prior written consent of the other party.
- (c) In the event that a provision of this Agreement is held to be invalid or unenforceable, the balance of this agreement will remain in full force and elect.
- (d) The headings of sections in this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- (e) This Agreement constitutes the entire contract between Company and Agency regarding the services covered under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers as evidenced by their signatures below.

SKYLINE MED STAFF, LLC	COMPANY	
By: Conor Kingsbury	Ву:	
Conor Kingsbury	Name: Molly Rhea	
Account Manager	Title: Director	



Nursing Rate Sheet

Rates can be negotiated in times of dire need						
Nursing Specialties	(All Inclusive Rates)					
Home Health RN	\$120.00					
Hospice RN	\$120.00					
Charge Rate: \$3.00 per hour Overtime rate is 1.5 times the base rate Call Rate is \$10.00 per hour for every hour on Callback Rate is 1.50 times the base rate with Holiday Rate is 1.5 times the base rate for the January 1st, Memorial Day, July 4th, Labor Day *Mileage Rate set at the standard IRS Rate (co	a 2-hour minimum. following Holidays; y, Thanksgiving, and December 25th urrently .585 cents per mile) *					
Facility Representative	Date					



RATE AGREEMENT FOR: Morrow County Health District

This rate agreement (Agreement) is made and entered into as of the Effective Date 7/19/22 by, and between Morrow County Health District (Client) with its principal office located at 564 E Pioneer Drive Heppner, OR 97836 and Jogan Health Inc., (Contractor) a Delaware corporation, whose principal address is 84 Inverness Circle East, Englewood, CO 80112.

DEFINITIONS

- A. <u>Healthcare Professional</u> is an employee of Contractor on assignment at Client For whom a Confirmation of terms of an assignment of no less than 13 weeks in duration has been made by the Client.
- B. Per Diem is defined as a payment made for a day's work, not paid weekly or monthly, but daily.
- C. <u>Confirmation</u> is the Client's written acceptance of a particular Healthcare Professional to fill a specific Client need.

1. RATES

See Exhibit A "Rate Schedule"

- A. Rates are subject to change with a 14-day written notice or as deemed necessary.
- B. Transportation is billed separately based upon specific needs (i.e., rideshare, taxi, rental cars, vans, shuttles, buses, etc.)
- C. All other clinical and non-clinical classes not included can be negotiated upon need.

2. OVERTIME

Work week begins Sunday at 7:00 AM. Overtime rates will apply as indicated by local labor statute; however, all overtime must be pre-approved by the Contractor.

Hours in Excess of:	Per:	Overtime Multiplier:
40.00	Week	1.50

3. CANCELLATIONS

A. Per Diem

Minimum billing rate once Healthcare Professional has started to work is four (4) hours. Client may cancel twenty-four (24) hours prior to the start of the shift. If Client cancels with less than a twenty-four (24) hour notice, Contractor will bill for eight (8) hours at the regular hourly rate.

B. Travel

- 1. Client may cancel an assignment prior to starting with a two (2) week prior written notice. If Client gives less than a two (2) week prior notice, the Contractor will bill Client for one (1) week at the appropriate bill rate.
- 2. In the event Client finds it necessary to terminate a Healthcare Professional's assignment during the assignment, for no fault of Contractor or Healthcare Professional, the Client shall reimburse Contractor for the days missed with documentation thereof at the appropriate bill rate, and for all contractual obligations for transportation and housing incurred as a result of Contractor placement of the Healthcare professional with Client.
- 3. Client acknowledges that reimbursement or other expense allowance arrangement exists between the parties with respect to housing and meals paid to Healthcare Professionals who are on travel assignments with documents to support expense. Contractor will provide a statement to the Client on an annual basis of the reimbursement amount which may be subject to tax deduction limitations.

4. Healthcare Professional will be working a set number of hours per assignment upon agreement by Contractor, and Client. Please refer to the chart located on *Attachment A*, "Rate Schedule" For each Healthcare Professional who has not been provided with an Assignment but has nonetheless traveled for deployment as required under this Agreement, Contractor shall have the right to invoice the Client for up to seven (7) days of "Stand-Down Pay." Stand-Down Pay shall be calculated by multiplying the applicable Healthcare Professional's Hourly Rate by eight (8) hours by the actual number of days the applicable Healthcare Professional had to Stand-Down prior to being deployed for Assignment. In the event a Healthcare Professional is not deployed for an Assignment at the end of seven (7) days, Contractor and Client shall confer to determine whether such Healthcare Professional should return home or remain on-site for additional Stand-Down Pay.

4. OTHER

A. Orientation

Contractor will bill Client the hourly rate.

- B. Any/All Healthcare Professional bonuses provided by Client are subject to deductions for payroll burden and miscellaneous expenses.
- C. Unless otherwise agreed upon in writing, Contractor's <u>Standard Terms and Conditions of Service and Standard Hiring Practices</u>, shall apply and are published at <u>joganhealth.com</u>. All of these current Terms and Conditions have already been incorporated into this agreement.
- D. This Agreement may be modified or amended by written agreement and supersedes all prior Agreements of the parties within 2 weeks.
- E. In the event services are provided to Client by Contractor, and this agreement is not signed, Client's acceptance of such services will be deemed as acceptance of the terms of this agreement.

Contractor, and CLIENT agree that rates will be reviewed annually/quarterly or as deemed necessary and will be subject to incremental adjustments at a minimum rate in accordance with the current Consumer Price Index. Such adjustments shall apply when applicable as an offset to increasing overhead costs attributable to expenses such as but not limited to payroll taxes, workmen's compensation, unemployment expenses, health benefits, meals/incidentals, and lodging, etc. Rate adjustments will be provided with a written notice and agreed upon by mutual written agreement.

Contractor A Delaware Corporation	"Client"
Signature: Name	Signature: Name
Title: Please Print	Title Please Print
Date:	Date:



STANDARD TERMS AND CONDITIONS OF SERVICE

This document describes the standard terms and conditions for the provision of services by Contractor to its clients. In the event that any of these terms and conditions conflict with other arrangements agreed upon in writing or stated in a Contractor agreement or rate agreement, such other terms and conditions shall apply. Changes to these standard terms and conditions of service may occur from time to time and will be published at the joganhealth.com public website.

DEFINITIONS

- **A.** <u>Healthcare professional</u> is an employee of Contractor on assignment at Client. for whom a Confirmation of terms of an assignment of not less than 13 weeks in duration has been made by the Client.
- B. Confirmation is the Client's written acceptance of a particular Healthcare Professional to fill a specific Client need.

Responsibilities of Contractor

- 1. Provide services in conformance with all Joint Commission standards applicable to Health Care Staffing Services.
- Provide service coordinator staff on a 24 hour per day, 365 day per year basis to receive and process service requests and changes.
- 3. Match client service requests with Healthcare Professional who are properly screened and qualified in accordance with our standard hiring practices.
- Provide clients, upon request, with documentation of the skills and qualifications of assigned personnel, either via email or facsimile.
- 5. Instruct all Healthcare Professional to always carry on their person an original license, evidence of current CPR and any applicable specialty certifications, for immediate client inspection.
- 6. Assume sole responsibility as the employer of record for the payment of wages to Healthcare Professional and for the withholding of applicable federal, state, and local income taxes, the making of required Social Security tax contributions, and the meeting of all other statutory employer responsibilities (including, but not limited to, unemployment and worker's compensation insurance, payroll excise taxes, etc.).
- 7. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; as set forth in subparagraph h. below, the Patient Protection and Affordable Care Act (ACA); and the Occupational Safety and Health Act of 1970.
- 8. Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.
- 9. Maintain a system documenting, tracking, and reporting unexpected incidents, including errors, unanticipated deaths and other events, injuries, and safety hazards relating to the care and services provided. (It is the Clients' responsibility to promptly notify Contractor immediately, no less than 24 hours of when an incident occurs. Upon notification, Contractor will then implement incident tracking/resolution processes and communicate with the client as needed.) The client may be required to provide written documentation to Contractor to facilitate the investigation and potential corrective actions of incidents. Depending on the severity of the incident; Contractor will also have our Risk Oversight Committee review and make recommendations.
- 10. Maintain general liability insurance and professional liability insurance with limits equal to or greater than \$1,000,000 per occurrence and \$3,000,000 aggregate. Maintain workers compensation in the amounts mandated by law in the state or states in which services are being performed. Contractor will provide certificates of insurance on request.
- 11. May use subcontractors in the usual course of providing staffing services.
- Not discriminate in employment with respect to race, religion, sex, creed, disability, or national origin in compliance with all applicable laws including Title VII of the Civil Rights Acts of 1964, or any of its amendments, and the Americans with Disabilities Act.
- 13. Comply with Section 1861(v) of the Social Security Act, and, therefore, for a period of four years, make available upon written request such books, documents and records as are necessary to certify the nature and extent of the cost of providing services.



STANDARD TERMS AND CONDITIONS OF SERVICE

Responsibilities of Client:

- Make final determination of the suitability of Healthcare Professional's documented competencies and experience as presented by Contractor for the designated assignment.
- Provide orientation which, at minimum, includes the review of policies and procedures regarding medication administration, documentation procedures, patient rights, Infection Prevention, and Fire and Safety, OSHA, and EMR/Charting (if applicable).
- 3. Manage Contractor's Healthcare Professional consistent with their own policies and procedures and address any incident consistent with those policies and procedures. Promptly notify (no less than 24 hours) Contractor by telephone and by written documentation of any unexpected incidents, errors, sentinel events and any occupational safety hazards or events that involve Healthcare Professional.
- 4. Recognize Contractor's policy regarding the floating of staff whereby Healthcare Professionals are instructed not to accept a floating assignment if they do not have the skills required to perform a competent level of care.
- 5. Assist Contractor with the periodic evaluation (no less than annually) of Healthcare Professional's job performance. Healthcare Professionals will be evaluated after each assignment.
- 6. If applicable, when advanced practice services are requested (NPs and/or PAs), it is the responsibility of the CLIENT to have an executed copy of the Collaborative Agreement between the advanced practice personnel and the collaborating physician.
- 7. Promptly notify (no less than 24 hours) Contractor by written documentation of any unsatisfactory job performance or action taken to terminate the services of a Healthcare Professional due to incompetence, negligence, or misconduct. In such event the client shall only be obligated to compensate Contractor for actual time worked by the Healthcare Professional.
- 8. If unable to resolve a problem or complaint at the branch or department level, please refer to the Contractor's Client Grievance Policy located at joganhealth.com for instructions on how to submit a grievance to Contractor or to report concerns to The Joint Commission. Client may submit a grievance in writing to the corporate office by mail or by email to dan.dietrich@joganhealth.com or by calling our corporate office Human Resources/Quality Assurance Director at 303-374-4988
- 9. Provide at least two hours' notice of any cancellation of assignment or accept responsibility for payment of two hours of service at the applicable rate for Per Diem shifts. Agreed upon services of a Healthcare Professional should not be cancelled unless rescheduled within the same week. Minimum billing once Healthcare Professional has started to work a four (4) hour or greater assignment is four (4) hours.
- Timely and accurately approval of Healthcare Professional timecards upon request. Healthcare Professional timecards will be made available by Contractor upon request.
 - Remit payment for services directly to Contractor upon receipt of invoice, **no later than 7 calendar days after thirty**(30) days. Invoicing dates are Sunday through Saturday unless otherwise agreed upon by Client and Contractor If payment is received after such time, late payment charges shall be paid on the unpaid balance due on the contract to Contractor at the rate of 1.5% per month. In the event the client questions any amounts invoiced, an explanation of any items in question must be received by Contractor's Accounts Receivable department within 5 days. This notification must be made by one of the following means:

By email to: ap@joganhealth.com

By U.S. Mail to: Jogan Health, Inc. a Delaware Corporation Attn: Accounts Receivable 84 Inverness Circle East Englewood, CO 80112

b. Pay interest equal to the annual maximum allowable by state law, plus cost and disbursements, including reasonable attorney and/or collection fees, incurred in the collection of the client's account in the event client fails to remit payment within 7 days from the invoice date.



Health STANDARD TERMS AND CONDITIONS OF SERVICE

Responsibilities of Client Cont'd:

- 11. Flipping: During the term of this Agreement, if, and to the extent that, any Healthcare Professional whose profile is submitted by Contractor to Client and is working at Client's facility for Contractor, Client agrees that it will not cause its affiliates to interfere with the business of Contractor by inducing that candidate to become employed by any other party at Client's facility (e.g., no "flipping").
- 12. Client will not hire Healthcare Professional from Contractor 12 months from their last worked shift at the Client facility. If the 12- month period is not honored, Contractor will invoice for a conversion fee based on the Temp-to-Perm conversion fee schedule.
- 13. Client to confirm lodging accommodations for the Healthcare Professional, as agreed upon in Exhibit A

These terms shall apply unless this right is specifically protected in accordance with state and/or local law. (In accordance with the MN Statute 144A.72 Contractor will not, in any MN contract, with any MN employee or MN health care facility, require the payment of liquidated damages, employment fees, or other compensation should the employee be hired as a permanent employee of a health care facility. The following Direct Hire/Temp to Perm terms will apply for all allied personnel and/or personnel not providing "direct patient care," excluding clinical RNs, LPNs, and CNAs in the State of Minnesota)

The Following Policy and Fee Schedule Shall Apply to Direct Hire Placements:

The direct hire fee shall be equal to the following percent of the candidate's <u>first year's annualized salary</u> for any candidate presented to Client by Contractor who accepts a position with any clinic, group, healthcare facility or organization owned, operated, or affiliated with Client whether or not in Client's actual local community. Salary amount will be listed on the employment letter for the candidate. In the event Contractor submits a candidate that has been in Client's database but has not been contacted by Client within 45 days, the candidate is considered eligible to be presented through Contractor

Position Level	Job Specification	Direct Hire Fees
Staff Position	Registered Nurse, Licensed Practical Nurse, Certified Nursing Assistant, Case Manager, Charge RN, Health Informatics	15%
Mid-Level	Nurse Practitioner, Physician Assistant, Department Manager/Director	20%
Executive Level	Director of Nursing, VP Operations and C-Level Healthcare Personnel	25%
Physicians		\$20,000

A. Client agrees to make payment to Contractor in the following manner:

- . Client will be invoiced upon confirmation of placement for each candidate.
 - ii. Full payment of the direct hire fee will be due to Contractor upon receipt of the invoice date.

B. Direct Hire Guarantee:

The Direct Hire Guarantee will apply if payment is received within ten (10) days of the date on the invoice. In the unlikely event that the client is unsatisfied with a candidate provided by Contractor prior to completion of ninety (90) days of the start date the client may choose to end the candidate's employment. Contractor will work with Client to replace the candidate, or Client will be issued a credit on a replacement as follows:

0 – 30 days 75% credit 31 – 60 days 50% credit 61 – 90 days 25% credit

- No replacement will be offered in the event of layoff, a substantial change in the original job description, or elimination of the position.
- ii. Credits may be used immediately or within twelve (12) months beginning at the termination date. A credit may be used for the original candidate search; any deviation from this will need to be approved in advance by Contractor
- iii. Client will not directly hire a candidate from Contractor, or another staffing agency for 12 months from when Contractor initially presented the candidate for hire. If the 12-month period is not honored, the full Direct Hire Fee's associated above shall apply.
- iv. If applicable, and if/when advanced practice services are requested (NPs and/or PAs), it is the responsibility of the CLIENT to have an executed copy of the Collaborative Agreement between the advanced practice personnel and the collaborating physician.

C. <u>Temp-to-Perm Option:</u>

A Temp-to-Perm position will include a temporary hourly bill rate and a reduced permanent placement (conversion) fee upon the successful completion of the temporary portion of the assignment based on the fee schedule as shown below. Full payment of the placement fee and invoices for services prior to conversion are due within 30 days of the Healthcare Professional's start date as an 'employee' of the client. These terms shall apply unless this right is specifically protected in accordance with state and/or local law.

Hours Worked at Facility Through Contractor		Permanent Placement Fee:
0-199	=	100% of Direct Hire Fee
200-399	=	75% of Direct Hire Fee
400-599	=	50% of Direct Hire Fee
600-799	=	25% of Direct Hire Fee
799+	=	No Fee



STANDARD TERMS AND CONDITIONS OF SERVICE

Joint Commission

The Joint Commission standards under which Contractor is certified relate to quality and safety of care issues as impacted by Contractor's healthcare professionals. Anyone believing that he or she has pertinent and valid concerns about such matters should report these to the management of Contractor either at the branch office or the corporate office (please see our web site at jacknown-noise (please see our web) (please see our

Mail: Office of Quality and Patient Safety

The Joint Commission One Renaissance Boulevard Oakbrook Terrace, IL 60181

Online: <u>www.jointcommission.org</u>

Phone: 800-994-6610

E-Mail: patientsafetyreport @jointcommission.org

630-792-5636

Exhibit A

Fax:

Rate Schedule

Position Title	Position Hourly Rate	Overtime Hourly Rate	Minimum Hours	Client Provided Lodging (Yes/No)
Registered Nurse	\$110.00 Per	\$165.00 Per		Yes
Home Health	Hour	Hour	40	



STANDARD HIRING PRACTICES

1. THE FOLLOWING DOCUMENTATION WAS COLLECTED AND RETAINED IN THE PERSONNEL FILE FOR ALL PERSONNEL:

- a. <u>Pre-Employment Screening</u>: All applicants are subjected to a 10-panel drug screen and otherwise evaluated in accordance with applicable regulatory requirements (within 6 Weeks or by client). Verification of COVID Vaccination Status is completed prior to deployment.
- b. <u>Criminal Background Investigation</u>: Employees are checked in a manner compliant with the requirements of Client and always in accordance with government regulations.
- c. <u>Work History</u>: Documentation of work history associated with profession/class or as required by client. (Accepted if documented on the application)
- d. <u>License Verification</u>: Primary Source On-Line Verification of the employee's license/certification verified with the state,
- e. unless the state does not offer verification.
- f. <u>Certifications</u>: C.P.R. card and/or other certifications (ACLS, PALS, etc.) as required by policy and client requirements.

PO BOX 9 Heppner OR 97836 Tel: 541-676-9133

Toll Free: 1-800-737-4113 www.morrowcountyhealthdistrict.org

The following medical staff appointments and privileges were approved by the medical staff committee on 7/20/22.

Appointments:

- Michael Neuman, MD Radiology Specialists of the Northwest
- o Piper Rooke, MD Radiology Specialists of the Northwest
- o Justin Cameron, PA Morrow County Health District, Irrigon Medical Clinic

Privileges:

 Regina Lazinka, SLP – Pioneer Memorial Physical Therapy – Privileges granted to perform nasopharyngoscopy services (swallow studies)

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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Toll Free: 1-800-737-4113

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APPOINTMENT TO THE MEDICAL STAFF

NAME IN FULL: Justin Cameron, PA-C	DATE: 0//0//2022
OFFICE ADDRESS: 220 N Main Street, Irrigon OR 97844	TELEPHONE: 541-922-5880
RESIDENCE ADDRESS:	TELEPHONE:
PRIVILEGES DESIRED: Family Practice - Clinics	
IN APPLYING FOR APPOINTMENT TO THE MEDICAL STAFF OF MC TO ABIDE BY IT'S BYLAWS AND BY SUCH RULES AND REGULATION MOREVER, I SPECIFICALLY PLEDGE THAT I WILL NOT RECEIVE FRO DIRECTLY OR INDIRECTLY ANY PART OF A FEE RECEIVED FOR PRO	NS AS IT MAY FROM TIME TO TIME ENACT. DM, OR PAY TO, ANOTHER PHYSICIAN EITHER
Aki Con	7/13/2022
APPLICANT SIGNATURE	DATE
Edward S. Bernetter M.D.	7-21-2022
CHIEF OF STAFF SIGNATURE	DATE
BOARD CHAIR SIGNATURE	DATE
APPOINTMENT RECOMMENDED:	
APPOINTMENT NOT RECOMMENDED: □	
APPOINTMENT DEFERRED: □	

Pioneer Memorial	Pioneer Memorial	Pioneer Memorial	Irrigon Medical	lone Community	Morrow County
Hospital & Nursing	Home Health &	Clinic	Clinic	Clinic	Ambulance
Facility	Hospice				
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			. V and		

MCHD is An Equal Opportunity Provider and Employer





TDO - (541) 676-2908

PO BOX 9 Heppner OR 97836

Tel: 541-676-9133 Toll Free: 1-800-737-4113

www.morrowcountyhealthdistrict.org

APPOINTMENT TO THE MEDICAL STAFF

NAME IN FULL:	legina Lee	Lazinka		DATE: //19/2	2022
OFFICE ADDRESS:	695 Alfalfa ST,	Heppner OR 9	97836	TELEPHONE: 54	1-676-1123
RESIDENCE ADDRE	ess:		Amendorated	TELEPHONE:	
PRIVILEGES DESIRE	D: nasophar	yngoscopy,	Speech pat	hology	
MOREVER, I SPECI	APPOINTMENT TO YLAWS AND BY SU FICALLY PLEDGE TH RECTLY ANY PART (CH RULES AND REGIAT I WILL NOT REG	GULATIONS AS IT I	MAY FROM TIME PAY TO, ANOTHER	TO TIME ENACT.
APPLICANT SIGNA	TURE	eroninaa ulemaaninaan unuuniva erensiise oo tunkim verbii	7- DATE	19-2027	MMV.
Edward,	S. Benne	the M.D.	7	'- 21-202	2
CHIEF OF STAFF SI	GNATURE		DATE		general (et al.) (et
BOARD CHAIR SIGN	NATURE		DATE		t No sale politica e describer anno este ado describer empare, qui en
APPOINTMENT RE	COMMENDED:				
APPOINTMENT NO	T RECOMMENDED): 🖂			
APPOINTMENT DE	FERRED:				
			J#11		
Pioneer Memorial Hospital & Nursing Facility	Pioneer Memorial Home Health & Hospice	Pioneer Memorial Clinic	lerigon Medical Clinic	Ione Community Clinic	Morrow County Ambulance
P = (541) 676-9133 F = (541) 676-2901	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) 676-29 6 1

MORROW COUNTY HEALTH DISTRICA PIONEER MEMORIAL HOSPITAL PO BOX 9, 564 E. PIONEER DRIVE HET PHEN, ORLGON 97836

APPOINTMENT TO THE MEDICAL STATE

WARDINGOLL PM Shae 10 Nounga
OURIGE ADDRESS: 5050 ME Royt St., Suite 625 Portland OR 97213.
arkiniamonus, 503.431.42000.
TELEVITORE
PRIVILEGIES DESIGNATION Core privileges for Diagnostic liniging.
IN APPLYING FOR ADPOINTMENT TO THE MEDICAL STAFF OF MORROW.
BULES AND RECUESTIONS AS IT MAY FROM TIME TO TIME FRACT. MOREVER A SPECIFICALIX PLEDOR THAT I WILL NOT RECEIVE FROM, OR
PAY TO, ANOTTER PHYSICIAN EXTREM DIRECTLY OR INDIRECTLY ANY PART. OR A PER RECEIVED FOR PROTESSIONAL SERVICES.
DATE DATE
DATE OF THE PARTY
Appointment recommendeds Appointment recommendeds
Appolishment deferred:
3. T. 21-2022 Edul & Birretto M.P.
Date: VEdiya'rd Berretta; WD
Chief of Sight
Datoj Builly Roborts CEO Moryory Gojuniy Houlih District
Entily Roborts, CEO Moryory County Houlth District

MORROW COUNTY HEALTH DISTRICT PIONEER MEMORIAL HOSPITAL PO BOX 9 * 564 E. PIONEER DRIVE HEPPNER, OREGON 97836

APPOINTMENT TO THE MEDICAL STAFF NAME IN FULL: OFFICE ADDRESS: TELEPHONE: 1502 RESIDENCE ADDRESS: TELEPHONE: PRIVILEGES DESIRED: 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. MOREVER, 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 / Appointment recommended: Appointment not recommended: Appointment deferred: Date: 7-21-2022 Edward Berretta, MD Chief of Staff Date: Emily Roberts, CEO Morrow County Health District Date:

Marie Shimer, Board Member



PO BOX 9 Heppner OR 97836 Tel: 541-676-9133

Toll Free: 1-800-737-4113

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7/12/2022

With the purchase of new furniture for Pioneer Memorial Hospital, the District would like to surplus the following furniture items:

- 6 Bedside Tables
- 8 Nightstands
- 7 Armoires

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



Philips Healthcare 3000 Minuteman Road, MS 2214 Andover, MA 01810-1099

Email PO to: Healthcare.Orders@philips.com

Fax PO to: 1-800-947-3299

Mail PO to:

Philips Healthcare

Order Processing, MS2214 Andover, MA 01810-1099

800-934-7372

QUOTE DATE	QUOTE NUMBER PAGE
01/09/2020	2301054243 1 / 4
LAST UPDATED TIME 01/09/2020 14:58:12	
EXPIRATION DATE	INCOTERMS
03/09/2020	FOB DESTINATION

PAYMENT TERMS

Net 30 Days

Subject to Credit Approval

FORMAL QUOTE

CUSTOMER:

Attention:

Pioneer Memorial Hospital 564 Pioneer Dr HEPPNER OR 97836-7318 UNITED STATES

Customer Number: 94034015

Federal EIN: 13-3429115

SALES REPRESENTATIVE

Gabe Ward

Ph: 5099399188

Fax:

QUOTE CONTACT

Jenaeya Vaughn-Kelley

#	# Product	Description	Qty	UoM	Unit Net	Total Net Currency USD
	SPECIAL COMME	NTS				
10	10 1040007 989805621031	Trilogy 202 Ventilator, U.S.A.	1	PCE	11,477.80	11,477.80
	, 00000021001	Special Discount included in net -30.000 $\%$				
		Net price				11,477.80
	20 1126379 989805656111	SPRS-2 Roll Stand, H-111 cm, w_baseplate	1	PCE	499.35	499.35
		Special Discount included in net -30.000 %				
		Net price				499.35
	30 1131463 989805656081	Kit, Cyl mount, 108mm 4.25in (SPRS-2)	1	I PCE	241.96	241.96
	2	Special Discount included in net -30.000 %				
9	1 =	Net price				241.96
	40 1109602 989805648241	KIT,O2 TRANSPORT,CART MTG,DISS-M	•	ı PCE	467.73	467.73

989805648241



Philips Healthcare 3000 Minuteman Road, MS 2214 Andover, MA 01810-1099

QUOTE DATE 01/09/2020		QUOTE NUMBER 2301054243	PAGE 2 / 4
LAST UPDATED	TIME		
01/09/2020	14:58:12		
EXPIRATION DATE		INCOTERMS	
03/09/2020		FOB DESTINATION	

FORMAL QUOTE

REPRINT

#	Product	Description	Qty	UoM	Unit Net	Total Net Currency USD
		Special Discount included in net -30.000 %				
		Net price				467.73
50	1043570 989805621061	Detachable Battery Pack, USA/INTL	1	PCE	286.90	286.90
		Special Discount included in net -30.000 %				
		Net price				286.90
		Total Quotation List Pric	ce.			18,533.91
		Less All Applicable Discoun				-5,560.17
		Total Quotation Net Price	e			12,973.74

Philips Healthcare is pleased to inform you that financing of its products and services is available to qualified applicants. To obtain more information

contact Philips Medical Capital @ 866-513-4PMC.

The discount quoted herein is

a Special Negotiated Discount of 30%.

If no contract is identified in the previous sentence or the products and/or services are not covered by this contract, this quotation is issued pursuant to, and any PO for the items herein will be accepted subject to the Philips Terms and Conditions of Sale posted at: https://www.usa.philips.com/healthcare/about/terms-conditions and the terms herein.

MD Buyline -- Please be aware that MD Buyline utilizes Philips current list prices as the basis of calculation for discount comparisons. If you are a customer utilizing a GPO contract with fixed pricing, it is likely that the list price on this quotation is based on an older published price list, and may be considerably less than the current list pricing that MD Buyline uses in its analysis. As such, the MD Buyline discount recommendation may be higher than the Philips offering for your particular purchase. If you have a question, please ask your Sales Representative for clarification. Should you have concerns or want additional information relative to how discount comparisons are calculated at MD Buyline, please call your analyst at MD Buyline.

All work is scheduled within normal working hours; Monday through Friday, 8 a.m. to 5 p.m. excluding Philips



Philips Healthcare 3000 Minuteman Road, MS 2214 Andover, MA 01810-1099

QUOTE DATE 01/09/2020		QUOTE NUMBER 2301054243	PAGE 3 / 4	
LAST UPDATED 01/09/2020	TIME 14:58:12			
EXPIRATION DATE 03/09/2020		INCOTERMS FOB DESTINATION		

FORMAL QUOTE

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Total Net Unit Net Currency USD **UoM** Qty Description Product #

All pricing is based on travel zones 1-3. For travel zones beyond 1-3, consult your Philips sales rep for alternate pricing. It is the customers responsibility to provide Philips with the access necessary to complete the quoted work in a continuous start to finish manner.

Excessive delays and multiple visits will result in additional charges. All prices are based upon 'adequate access' to work areas that are free from obstruction.

If it is determined, during the implementation that asbestos removal is required; Philips will suspend performance until the Customer remediates

Philips will work with the customers staff to reduce the downtime during the system transition.

Products are for USA end-use only. Taxes, if applicable, are not included unless noted but will be added to the invoice. The Purchase Order must reference the Quote Number and your Purchase Agreement. Please indicate your requested delivery date and your preference, if any, to accept and pay for partial shipments. If this quote includes Value-Added Services, they may be invoiced separately. Additional sold training must be completed within twelve months of delivery/installation. System cabling, if included, is specified at the standard grade unless noted otherwise.

This quote specifically excludes Licensing & Permit Fees, Prevailing Wage Compensation and Union Labor.

IMPORTANT NOTICE: Health care providers are reminded that if the transactions herein include or involve a loan or a discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including but not limited to 42 CFR 1001.952(h).

PHILIPS

Philips Healthcare 3000 Minuteman Road, MS 2214 Andover, MA 01810-1099

QUOTE DATE 01/09/2020		QUOTE NUMBER 2301054243	PAGE 4 / 4
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EXPIRATION DATE 03/09/2020		FOB DESTINATION	

FORMAL QUOTE

REPRINT

This quotation is issued pursuant to, and any PO for the items herein will be accepted subject to the Terms of any current Contract with the customer. If there is no contract in place, this quotation is issued pursuant to, and any PO for the items herein will be accepted subjected to Philips Terms and Conditions of sale posted at http://www.usa.philips.com/healthcare/about/terms-conditions and the terms herein.

This quotation contains confidential and proprietary information of Philips Healthcare and is intended for use only by the customer whose name appears on this quotation. It may not be disclosed to third parties without prior written consent of Philips Healthcare