
REGULAR BOARD MEETING PACKET



BOARD OF COMMISSIONERS

Board Chair – Tom Herrin, Secretary – Kim Olive,
Commissioner – Craig Coppock, & Commissioner – Wes McMahan

February 22, 2023 @ 3:30 PM
Conference Room 1 & 2 or Join Zoom Meeting:

<https://myarborhealth.zoom.us/j/82600381357>

Meeting ID: 826 0038 1357

One tap mobile: +12532158782,,82600381357#

Dial: +1 253 215 8782

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Old Business

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Superintendent Report





**LEWIS COUNTY HOSPITAL DISTRICT NO. 1
REGULAR BOARD OF COMMISSIONERS' MEETING**

February 22, 2023 at 3:30 p.m.

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Mission Statement

To foster trust and nurture a healthy community.

Vision Statement

To provide accessible, quality healthcare.

AGENDA	PAGE	TIME
Call to Order Roll Call Excused/Unexcused Absences Reading of the Mission & Vision Statement Approval or Amendment of Agenda Conflicts of Interest		3:30 pm
Comments and Remarks <ul style="list-style-type: none"> Commissioners Audience 		3:35 pm
Executive Session-RCW 70.41.200 & RCW 70.41.205 <ul style="list-style-type: none"> Medical Privileging-Chief of Staff Dr. Travis Podbilski & Medical Staff Coordinator Janice Cramer Quality Improvement Oversight Report-Quality Manager Julie Johnson & CNO/CQO Sara Williamson 	5	3:40 pm
Department Spotlight <ul style="list-style-type: none"> Human Resources-CHRO Shannon Kelly 	6	4:00 pm
Board Committee Reports <ul style="list-style-type: none"> Hospital Foundation Report-Committee Chair-Secretary Olive 		4:10 pm
<ul style="list-style-type: none"> Compliance Committee Report- Committee Chair-Commissioner McMahan 		4:15 pm
<ul style="list-style-type: none"> Finance Committee Report- Committee Chair-Commissioner Coppock 	16	4:20 pm
Consent Agenda (Action) <ul style="list-style-type: none"> Approval of Minutes: <ul style="list-style-type: none"> December 19, 2022, Special Board Meeting January 25, 2023, Regular Board Meeting February 1, 2023, Compliance Committee Meeting February 3, 2023, Special Board Meeting February 8, 2023, QIO Committee Meeting February 15, 2023, Finance Committee Meeting 	21 23 32 36 39 42	4:30 pm

<ul style="list-style-type: none"> • Approve Documents Pending Board Ratification 02.22.23 <ul style="list-style-type: none"> ○ <i>To provide board oversight for document management in Lucidoc.</i> 	46	
<ul style="list-style-type: none"> • RES 23-04-Approving the Capital Purchase of Defibrillators & AED's <ul style="list-style-type: none"> ○ <i>To approve the purchase of the defibrillators (4) & AED's (1).</i> 	47	
<ul style="list-style-type: none"> • Warrants & EFTs in the amount of \$3,632,584.00 dated January 2023 	52	
Old Business		
<ul style="list-style-type: none"> • Electronic Signatures <ul style="list-style-type: none"> ○ <i>To review and revise with new positions and commissioners.</i> 	55	4:35 pm
<ul style="list-style-type: none"> • Superintendent Succession Plan <ul style="list-style-type: none"> ○ <i>To reactivate the search committee and discuss updating the plan to reflect current practice.</i> 	57	4:40 pm
<ul style="list-style-type: none"> • Interview At-Large Commissioner Position #4 <ul style="list-style-type: none"> ○ <i>To interview commissioner candidate(s) for the vacant position.</i> 	64	4:45 pm
Executive Session-RCW 42.30.110 (h)		5:30 pm
<ul style="list-style-type: none"> ○ <i>To evaluate the qualifications of a candidate for appointment to elective office.</i> 		
Old Business Continued		5:40 pm
<ul style="list-style-type: none"> • Appointment of At-Large Commissioner Position #4 (Action) <ul style="list-style-type: none"> ○ <i>To appoint and complete the oath of office effective March 1, 2023.</i> 	74	
New Business		5:45 pm
<ul style="list-style-type: none"> • RES 23-05-Appoint Lewis County Hospital District No. 1's Interim Superintendent (Action) <ul style="list-style-type: none"> ○ <i>To appoint Michael Lieb as LCHD No. 1's new Interim Superintendent.</i> 	77	
Superintendent Report (Verbal Update-Superintendent Everett)		5:50 pm
<ul style="list-style-type: none"> • Packwood Clinic • Strategic Planning 		
Meeting Summary & Evaluation		5:55 pm
Next Board Meeting Dates and Times		
<ul style="list-style-type: none"> • Regular Board Meeting- March 29, 2023 @ 3:30 PM (ZOOM & In Person) 		
Next Committee Meeting Dates and Times		
<ul style="list-style-type: none"> • QIO Committee Meeting-March 8, 2023 @ 7:00 AM (ZOOM) • Finance Committee Meeting- March 22, 2023 @ 12:00 PM (ZOOM) 		
Adjournment		6:00 pm



MEDICAL STAFF PRIVILEGING

The below providers are requesting appointment to the Arbor Health Medical Staff. All files have been reviewed for Quality Data, active state license, any malpractice claims, current liability insurance, peer references, all hospital affiliations, work history, National Practitioner Data Bank reports, sanctions reports, Department of Health complaints, Washington State Patrol background check and have been reviewed by the credentialing and medical executive committees including the starred items below. The credentialing and medical executive committees have recommended the following for approval.

INITIAL APPOINTMENTS- 2

Radia Inc.

- Edmund Pillsbury, MD (Radiology Consulting Privileges)

Pulmonology

- Colleen Overdorf, MD (Pulmonology Consulting Privileges)

REAPPOINTMENTS- 6

Providence Health & Services

- Benjamin Atkinson, MD (Telestroke/Neurology Consulting Privileges)
- Robert Jackson, MD (Telestroke/Neurology Consulting Privileges)
- Ravi Menon, MD (Telestroke/Neurology Consulting Privileges)
- Corey White, DO (Telestroke/Neurology Consulting Privileges)

Radia Inc.

- Philip Lowe, MD (Radiology Consulting Privileges)

Cardiology Associates

- Natasha Arora, MD (Cardiology Consulting Privileges)


✱-notates files with items to note.

Human Resources



2022 HR Strategic Goals

- Attend at least two local high school and college job fairs
- Conduct a minimum of 2 employee engagement surveys.
- 95% of employees will complete hospital wide annual education by December 31, 2022



Strategy #1 - To build relationships and partnerships that prioritize community health needs.

- We partnered with local educators to attend local high school and college job fairs. This increased awareness of and generated interest in employment opportunities in our healthcare system.
- We had representatives from a variety of departments in attendance so students could connect and learn more about careers in the healthcare field.

Strategy #2 - TO CREATE A CULTURE FOCUSED ON SAFETY, PATIENT SATISFACTION, EMPLOYEE ENGAGEMENT AND EXCELLENT OUTCOMES

We conducted employee engagement surveys and worked with managers to focus on areas with lower scores. Our participation and scores continue to improve.

August 2021




2nd Quarter 2022



4th Quarter 2022





Strategy #3 – To Continue as Stewards of Public Funds

We ended the year with a 97% annual employee education completion rate. In addition to meeting compliance requirements, education and training provides employers and employees with: Knowledge and skills needed to do their work safely and avoid creating hazards that could place themselves or others at risk. This reduces injuries and costs associated with injuries and non-compliance.

Challenges

- Recruitment and Retention
- To remain compliant with changing & expanding regulatory requirements, reports and filings regarding COVID.
- Staying competitive with wages and benefits



Opportunities

- Reconnecting – In-person staff and community events
- Expanding job classifications to provide career paths
- MA Program
- Hybrid Nursing Program



Accomplishments

- ECC Committee Baseball Game
- Pop-up Hiring Event
- Pivoting overnight to implement remote work process with P&P's
- The team with the highest employee engagement score
100% fully engaged



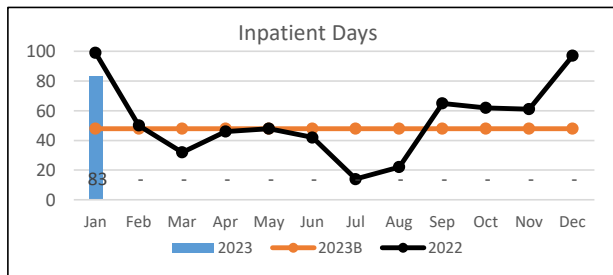
Thank you!

BOARD COMMITTEE REPORTS

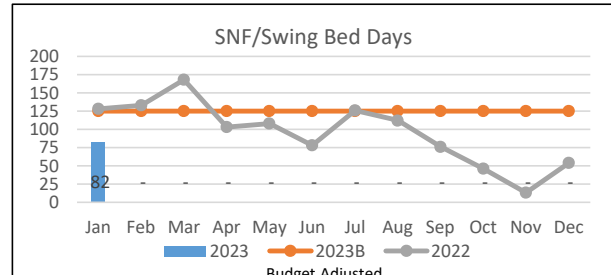
Lewis County Hospital District No. 1 Board Financial Summary

January 31, 2023

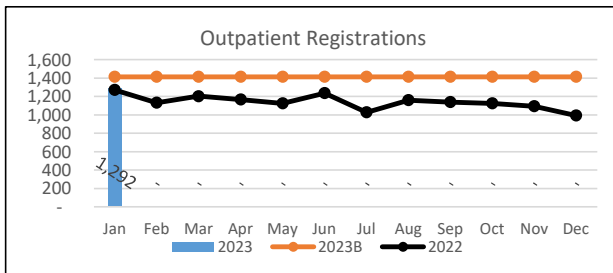
Growth



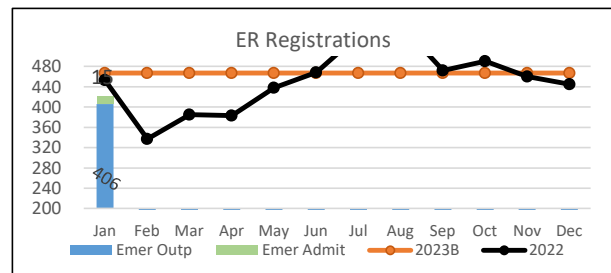
YTD: 83 Budget: 48 Pr Yr: 99



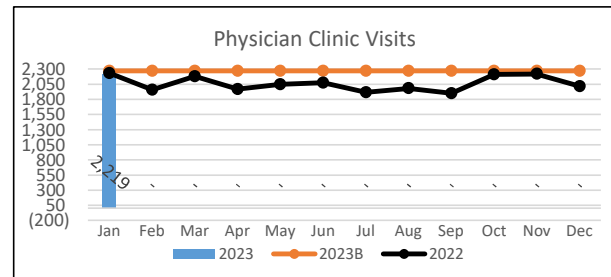
YTD: 82 Budget: 125 Pr Yr: 128



YTD: 1,292 Bud: 1,413 Pr Yr: 1,272

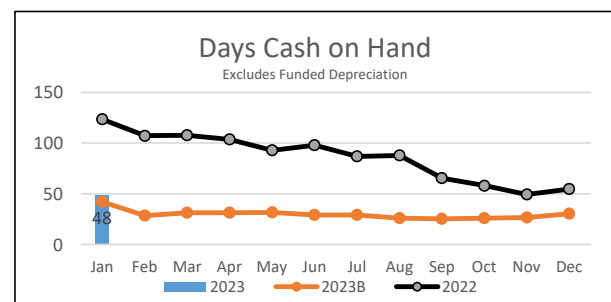
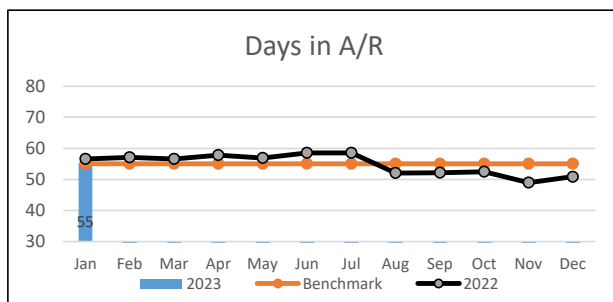
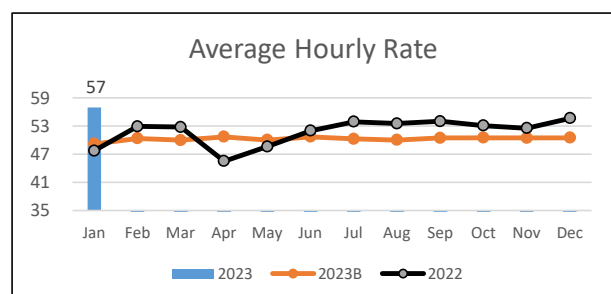
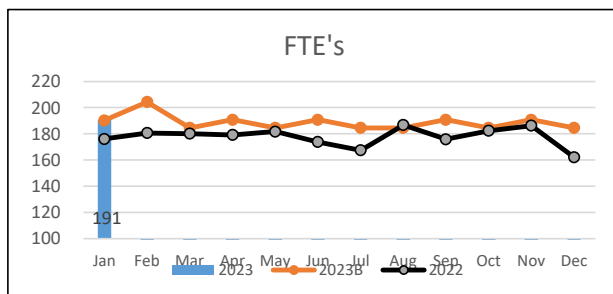


YTD: 406 Bud: 467 Pr Yr: 453



YTD: 2,219 Bud: 2,271 Pr Yr: 2,233

People and Operational Aspects



All Morton General Hospital
Income Statement
January, 2023

Pr Yr MTD	% Var	MTD \$ Var	MTD Budget	MTD Actual		YTD Actual	YTD Budget	YTD \$ Var	YTD % Var	PY YR YTD
1,037,498	-12%	(126,345)	1,027,486	901,141	Total Hospital IP Revenues	901,141	1,027,486	(126,345)	-12.3	1,037,498
2,937,969	0%	(14,191)	3,442,683	3,428,491	Outpatient Revenues	3,428,491	3,442,683	(14,191)	-0.4	2,937,969
385,189	3%	17,934	555,373	573,307	Clinic Revenues	573,307	555,373	17,934	3.2	385,189
4,360,655	-2%	(122,602)	5,025,542	4,902,939	Total Gross Patient Revenues	4,902,939	5,025,542	(122,602)	-2.4	4,360,655
(1,229,736)	20%	(372,694)	(1,910,750)	(1,538,057)	Contractual Allowances	(1,538,057)	(1,910,750)	(372,694)	19.5	(1,229,736)
(1,178,304)	-15%	274,597	(1,814,058)	(1,539,461)	Contractual Allowances	(1,539,461)	(1,814,058)	274,597	-15.1	(1,178,304)
4,695	766%	(121,504)	(15,853)	(137,357)	Bad Debt	(137,357)	(15,853)	(121,504)	766.5	4,695
(46,632)	36%	(18,988)	(52,146)	(71,133)	Charity Care	(71,133)	(52,146)	(18,988)	36.4	(46,632)
(51,432)	-101%	98,097	(96,693)	1,404	Other Adjustments	1,404	(96,693)	98,097	-101.5	(51,432)
(1,271,673)	-12%	232,202	(1,978,749)	(1,746,547)	Total Deductions From Revenue	(1,746,547)	(1,978,749)	232,202	-11.7	(1,271,673)
3,088,982	4%	109,599	3,046,793	3,156,393	Net Patient Revenues	3,156,393	3,046,793	109,599	3.6	3,088,982
81,213	-45%	(46,690)	103,429	56,739	Other Operating Revenue	56,739	103,429	(46,690)	-45.1	81,213
3,170,196	2%	62,909	3,150,222	3,213,131	Total Operating Revenue	3,213,131	3,150,222	62,909	2.0	3,170,196
Operating Expenses										
1,652,302	-7%	(142,776)	1,924,946	2,067,721	Salaries	2,067,721	1,924,946	(142,776)	-7.4	1,652,302
415,091	3%	13,676	397,431	383,755	Total Benefits	383,755	397,431	13,676	3.4	415,091
2,067,394	-6%	(129,100)	2,322,376	2,451,476	Salaries And Benefits	2,451,476	2,322,376	(129,100)	-5.6	2,067,394
77,217	-7%	(8,027)	111,495	119,522	Professional Fees	119,522	111,495	(8,027)	-7.2	77,217
279,423	-12%	(28,632)	231,293	259,926	Supplies	259,926	231,293	(28,632)	-12.4	279,423
413,788	25%	115,345	470,335	354,990	Total Purchased Services	354,990	470,335	115,345	24.5	413,788
77,272	2%	966	45,812	44,846	Utilities	44,846	45,812	966	2.1	77,272
23,231	7%	2,126	30,695	28,569	Insurance Expense	28,569	30,695	2,126	6.9	23,231
110,327	-11%	(10,940)	96,053	106,993	Depreciation and Amortization	106,993	96,053	(10,940)	-11.4	110,327
32,639	-1%	(203)	28,989	29,192	Interest Expense	29,192	28,989	(203)	-0.7	32,639
44,021	25%	14,687	59,754	45,067	Other Expense	45,067	59,754	14,687	24.6	44,021
3,125,313	-1%	(43,780)	3,396,802	3,440,582	Total Operating Expenses	3,440,582	3,396,802	(43,780)	-1.3	3,125,313
44,883	-8%	19,130	(246,580)	(227,450)	Income (Loss) From Operations	(227,450)	(246,580)	19,130	-7.8	44,883
131,605	11%	8,754	77,949	69,195	Non-Operating Revenue/Expense	69,195	77,949	8,754	11.2	131,605
176,488	-6%	10,376	(168,631)	(158,256)	Net Gain (Loss)	(158,256)	(168,631)	10,376	-6.2	176,488

Lewis County Public Hospital District No. 1

Balance Sheet

January, 2023

	<u>Current Month</u>	<u>Prior-Month</u>	<u>Prior-Year end</u>	<u>Incr/(Decr) From PrYr</u>
Assets				
Current Assets:				
Cash	\$ 5,204,641	5,055,656	5,055,656	148,985
Total Accounts Receivable	8,136,119	7,403,746	7,403,746	732,373
Reserve Allowances	<u>(3,979,614)</u>	<u>(3,362,569)</u>	<u>(3,362,569)</u>	<u>(617,046)</u>
Net Patient Accounts Receivable	4,156,505	4,041,177	4,041,177	115,328
 Taxes Receivable	 120,153	 52,607	 52,607	 67,546
Estimated 3rd Party Receivables	2,395	2,395	2,395	0
Prepaid Expenses	314,924	324,031	324,031	(9,107)
Inventory	252,660	253,658	253,658	(998)
Funds in Trust	1,711,559	1,711,559	1,711,559	0
Other Current Assets	<u>183,471</u>	<u>180,415</u>	<u>180,415</u>	<u>3,056</u>
Total Current Assets	<u>11,946,308</u>	<u>11,621,499</u>	<u>11,621,499</u>	<u>324,809</u>
Property, Buildings and Equipment	34,705,872	34,963,861	34,963,861	(257,990)
Less Accumulated Depreciation	<u>(24,597,945)</u>	<u>(24,491,062)</u>	<u>(24,491,062)</u>	<u>(106,883)</u>
Net Property, Plant, & Equipment	10,107,927	10,472,799	10,472,799	(364,872)
Right-of-use assets	534,295	553,377	553,377	(19,082)
Other Assets	<u>169,514</u>	<u>167,514</u>	<u>167,514</u>	<u>2,000</u>
 Total Assets	 <u><u>\$ 22,758,045</u></u>	 <u><u>22,815,190</u></u>	 <u><u>22,815,190</u></u>	 <u><u>(57,145)</u></u>
Liabilities				
Current Liabilities:				
Accounts Payable	633,183	465,270	465,270	167,913
Accrued Payroll and Related Liabilities	1,259,437	1,386,406	1,386,406	(126,970)
Accrued Vacation	778,085	716,055	716,055	62,029
Third Party Cost Settlement	124,802	109,414	109,414	15,389
Interest Payable	26,739	0	0	26,739
Current Maturities - Debt	596,976	596,976	596,976	0
Unearned Revenue	252,684	252,684	252,684	0
Other Payables	<u>10,506</u>	<u>10,506</u>	<u>10,506</u>	<u>0</u>
Current Liabilities	<u>3,682,411</u>	<u>3,537,311</u>	<u>3,537,311</u>	<u>145,100</u>
Total Notes Payable	1,061,031	1,086,048	1,086,048	(25,017)
Capital Lease	(0)	(0)	(0)	0
Lease Liability	534,295	553,377	553,377	(19,082)
Net Bond Payable	4,732,485	4,732,375	4,732,375	110
Total Long Term Liabilities	<u>6,327,812</u>	<u>6,371,801</u>	<u>6,371,801</u>	<u>(43,989)</u>
 Total Liabilities	 <u><u>10,010,223</u></u>	 <u><u>9,909,111</u></u>	 <u><u>9,909,111</u></u>	 <u><u>101,111</u></u>
 General Fund Balance	 12,906,078	 12,906,078	 12,906,078	 0
Net Gain (Loss)	<u>(158,256)</u>	<u>0</u>	<u>0</u>	<u>(158,256)</u>
Fund Balance	<u><u>12,747,822</u></u>	<u><u>12,906,078</u></u>	<u><u>12,906,078</u></u>	<u><u>(158,256)</u></u>
 Total Liabilities And Fund Balance	 <u><u>\$ 22,758,045</u></u>	 <u><u>22,815,190</u></u>	 <u><u>22,815,190</u></u>	 <u><u>(57,145)</u></u>

Arbor Health
Cash Flow Statement
For the Month Ending January 2023

	MTD	YTD
Cash Flows from Operating Activities		
Net Income	(158,256)	(158,256)
Adjustments to reconcile net income to net cash provided by operating activities		
Decrease/(Increase) in Net Patient Accounts receivable	(115,328)	(115,328)
Decrease/(Increase) in Taxes receivable	(67,546)	(67,546)
Decrease/(Increase) in Est 3rd Party Receivable	0	0
Decrease/(Increase) in Prepaid expenses	9,107	9,107
Decrease/(Increase) in Inventories	998	998
Decrease in Other Current Assets	(3,055)	(3,055)
Increase/(Decrease) in Accrued payroll liabilities	(64,939)	(64,938)
Increase/(Decrease) in 3rd Party cost stlmt liabilities	15,388	15,388
Increase/(Decrease) in Accounts payable	167,913	167,912
Increase/(Decrease) in Interest payable	26,739	26,739
Depreciation expense	106,883	106,883
Net Cash Flow from Operations	(82,096)	(82,096)
Cash Flows from Investing Activities		
Cash paid for		
Purchases of Fixed assets	257,988	257,988
Right-of-use assets	17,083	17,083
Net Cash Flow from (used) in Investing Activities	275,071	275,071
Cash Flows from Financing Activities		
Cash paid for		
Additions to long-term debt	0	0
Principal payments of long-term liabilities	(24,908)	(24,908)
Lease liabilities	(19,082)	(19,082)
Net Cash Flow from (used) in Financing Activities	(43,990)	(43,990)
Net Increase (Decrease) in Cash	148,985	148,985
Cash at Beginning of Period	\$ 6,767,215	\$ 6,767,215
Cash at End of Period	<u>\$ 6,916,200</u>	<u>\$ 6,916,200</u>

CONSENT AGENDA



**LEWIS COUNTY HOSPITAL DISTRICT NO. 1
SPECIAL BOARD OF COMMISSIONERS' MEETING**

December 19, 2022 at 9:00 a.m.

Conference Rooms 1 & 2 or via ZOOM

<https://myarborhealth.zoom.us/j/87800645003>

Meeting ID: 878 0064 5003

One tap mobile: +12532158782,,87800645003#

Dial: +1 253 215 8782

Mission Statement

To foster trust and nurture a healthy community.

Vision Statement

To provide accessible, quality healthcare.

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
Call to Order Roll Call Reading the Mission & Vision Statements	Board Chair Herrin called the meeting via Zoom to order at 9:00 a.m. Commissioners present: <input checked="" type="checkbox"/> Tom Herrin, Board Chair <input checked="" type="checkbox"/> Kim Olive, Secretary <input checked="" type="checkbox"/> Wes McMahan <input checked="" type="checkbox"/> Craig Coppock Others present: <input checked="" type="checkbox"/> Shana Garcia, Executive Assistant <input checked="" type="checkbox"/> Luke Morris, Consultant, Wittkieffer <input checked="" type="checkbox"/> Beth Nelson, Principal, Wittkieffer <input checked="" type="checkbox"/> Buddy Rose, Reporter <input checked="" type="checkbox"/> Cheryl Cornwell, CFO <input checked="" type="checkbox"/> Edwin Meelhuysen, Rehabilitation Services Director			
Conflicts of Interest	Board Chair Herrin asked the Board to state any conflicts of interest with today's agenda.	None noted.		
Reading of the Notice of the Special Meeting	Board Chair Herrin read the special board meeting notice.			

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
Executive Session- <i>RCW 42.30.110 (g)</i> <ul style="list-style-type: none"> To evaluate the qualifications of an applicant for public employment. 	Board Chair Herrin announced going into Executive Session at 9:03 p.m. for 10 minutes to review RCW 42.30.110 (g). The Board returned to open session at 9:13 a.m. Board Chair Herrin noted no decisions were made in Executive Session.			
Action	Board Chair Herrin noted there is no action today. The Board agreed to scheduling a Special Board Meeting on Wednesday, December 28, 2022, at 9:00 a.m.	Schedule Special Board Meeting for 12.28.22 at 9 a.m.	Executive Assistant Garcia	12.21.22
Adjournment	Commissioner Coppock moved and Secretary Olive seconded to adjourned at 9:18 a.m. The motion passed unanimously.			

Respectfully submitted,

Kim Olive, Secretary

Date



**LEWIS COUNTY HOSPITAL DISTRICT NO. 1
REGULAR BOARD OF COMMISSIONERS' MEETING**

January 25, 2023, at 3:30 p.m.

Conference Room 1 & 2 or via ZOOM

<https://myarborhealth.zoom.us/j/86481906499>

Meeting ID: 864 8190 6499

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AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
	<p> <input checked="" type="checkbox"/> Dr. Travis Podbilski, Chief of Staff <input checked="" type="checkbox"/> Matthew Lindstrom, CFMO <input checked="" type="checkbox"/> Julie Taylor, Ancillary Services Director <input checked="" type="checkbox"/> Diane Markham, Marketing & Communications Manager <input checked="" type="checkbox"/> Jim Frey, IT Director <input checked="" type="checkbox"/> Julie Johnson, Quality Manager <input checked="" type="checkbox"/> Van Anderson </p> <p>Board Chair Herrin noted the chat function has been disabled and the meeting will not be recorded.</p>			
Approval or Amendment of Agenda	<p>Board Chair Herrin requested to remove RES 23-04 from New Business and add Superintendent Succession Plan to Old Business. Also, requested to remove Interview At-Large Commissioner Position #4 from New Business due to a family emergency of a commissioner and a late submission.</p> <p>The Board discussed the reasons behind removing the interviews and reiterated this action was removed in the spirit of doing the right thing.</p>	<p>Commissioner Coppock made a motion to approve the amended agenda. Commissioner McMahan seconded and the motion passed unanimously.</p>		
Conflicts of Interest	Board Chair Herrin asked the attendees to state any conflicts of interest with today's amended agenda.	None noted.		
Comments and Remarks	Commissioners: Commissioner Coppock thanked the Staff for staying the course on the ever-changing river of events. Board Chair Herrin echoed appreciation to the Staff. Commissioner McMahan noted a family emergency that may pull him in and out of the meeting tonight and thank you to all for understanding. Secretary Olive thanked the staff for their years of service to the District who received awards at the Employee Appreciation Event. Secretary Olive congratulated Marc and Louise Fisher on 50 years of			

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
	<p>marriage and their ongoing dedication to this District.</p> <p>Audience: Marketing & Communication Manager Markham shared exciting news that the following categories: Hospital, Medical Facility, Physical Therapy, Urgent Care/Walk-in Clinic & Place to Work Services have been included in KMNT Country for the Listeners' Choice Contest. Planning to share via social media, in several departments through signage and emails encouraging staff and patients to vote every day! If we are the top two in a category then we will be in a magazine and bragging rights!</p>			
<p>Executive Session- RCW 70.41.200 & RCW 70.41.205</p>	<p>Board Chair Herrin announced going into executive session at 3:51 p.m. for ten minutes to discuss RCW 70.41.200-Medical Privileging and RCW 70.41.205 Quality Improvement Oversight Report. The Board returned to open session at 4:01 p.m.</p> <p>Board Chair Herrin noted no decisions were made in Executive Session.</p> <p>Initial Appointments-</p> <p>Radiology Consulting Privileges</p> <ol style="list-style-type: none"> 1. James Hills, MD (Consulting Radiology Privileges) <p>Reappointments-</p> <p>Radiology Consulting Privileges</p> <ol style="list-style-type: none"> 1. Jonathan Davison, MD (Consulting Radiology Privileges) 2. Marc Koenig, MD (Consulting Radiology Privileges) 	<p>Commissioner Coppock made a motion to approve the Medical Privileging as presented and Secretary Olive seconded. The motion passed unanimously.</p> <p>Commissioner McMahan has temporarily left the meeting.</p>		

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
	<p>3. Jennifer McEvoy, MD (Consulting Radiology Privileges)</p> <p>4. Garland McQuinn, MD (Consulting Radiology Privileges)</p> <p>Telestroke/Neurology Consulting Privileges</p> <p>1. Mohammad Hirzallah, MD (Consulting Telestroke/Neurology Privileges)</p> <p>2. John Zurasky, MD (Consulting Telestroke/Neurology Privileges)</p>			
<p>Department Spotlight</p> <ul style="list-style-type: none"> Podiatry 	<p>Clinic Manager Hancock highlighted the medical service encounters for podiatry. The financials for the new service line show a net gain and expect revenue potential with the 2023 strategies for the program. Clinic Manager Hancock shared that patients have positive experiences with Dr. Peresko's care.</p>			
<p>Board Committee Reports</p> <ul style="list-style-type: none"> Hospital Foundation Report 	<p>Secretary Olive noted the AH Foundation accepted the proposed budget for 2023 which does not include Corks and Caps. An administration report was provided, moving identified inventory off the books for a garage sale or donation, as well as proposing a memorial plaque. Celebrate the Fisher's anniversary and looking forward to Superintendent Everett's community forums for the community to attend.</p>			
<ul style="list-style-type: none"> Compliance Committee Report 	<p>Compliance Officer Hargett highlighted the activities of the workgroup, preparing work plans, and recommending approval of the PRA Policy and Procedure via Resolution in Consent Agenda. The District received a letter from CMS</p>			

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
	regarding hospital pricing transparency and the finance department is resolving issues to bring into compliance. Compliance Officer Hargett reported progress on 2022 workplan and discussed the 2023 work plan which includes six priorities that will be approved too. There is board compliance training coming later in first quarter.			
<ul style="list-style-type: none"> Finance Committee Report 	Commissioner Coppock noted good financial detail is coming forward with satisfactory service additions showing if the District builds new services lines, then patients will come. December was a strong month with normal year-end adjustments. Continue to show a payable to Medicare. An exit audit conference with SAO is scheduled for 01.26.23. The Finance department and leadership have been fine tuning the budget and restating a more accurate budget with the same bottom line. No show rates remain high and the committee recommends moving forward with this proposal.			
Consent Agenda	<p>Board Chair Herrin announced the consent agenda items for consideration of approval:</p> <ol style="list-style-type: none"> 1. Approval of Minutes <ol style="list-style-type: none"> a. December 14, 2022, Regular Board Meeting b. December 16, 2022, Special Board Meeting c. December 21, 2022, Finance Committee Meeting d. December 28, 2022, QIO Committee Meeting e. December 28, 2022, Special Board Meeting f. January 4, 2023, Compliance 	<p>Commissioner Coppock made a motion to approve the Consent Agenda and Secretary Olive seconded. The motion passed unanimously.</p> <p>Minutes, Warrants and Resolutions will be sent for electronic signatures.</p>	Executive Assistant Garcia	1.27.23

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
	<p>Committee Meeting</p> <p>g. January 9, 2023, Special Board Meeting</p> <p>h. January 18, 2023, Finance Committee Meeting</p> <p>2. Warrants & EFTs in the amount of \$3,148,154.24 dated December 2022</p> <p>3. RES 23-01-Ratifying and Approving a Public Records Policy/Procedure and Finding that Calculating Actual Costs of Producing Records would be Unduly Burdensome and Issuing a Formal Order that Maintaining an Index would be Unduly Burdensome</p> <p>4. RES-23-02-Declaring to Surplus or Dispose of Certain Property</p> <p>5. RES-23-03-Adopting the 2023 Compliance Workplan</p> <p>6. Approve Documents Pending Board Approval & Ratification 01.25.23</p>			
Old Business <ul style="list-style-type: none"> Board Development 	<p>Superintendent Everett recommended starting board education with Kurt O'Brien in April as you will have the fifth commissioner and not waiting for the new CEO given the education is board focused.</p> <p>The Board agreed to commence in May.</p>	<p>Inform Kurt O'Brien that the six sessions will be May-October.</p> <p>Commissioner McMahan rejoined the meeting.</p>	Executive Assistant Garcia	02.22.23

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
<ul style="list-style-type: none"> OPMA 	<p>Superintendent Everett noted closing the loop between the Compliance Committee and the Board regarding recording the board meetings. Attorney Skip Houser participated in the discussion at the compliance committee and discussed the pros and cons. The cons included costs associated, public records burden and storage and may inhibit open/unscripted dialog. If the goal is community engagement, this does not improve engagement by watching a recording of a meeting. The District remains in compliance with current practice and have a higher degree of transparency by making packets available on the website. Again, recording is encouraged, not required.</p> <p>Commissioner Coppock recognizes this may add value; however, recommends postponing recording for a couple years to focus on staff stabilization and having energy focused on our greatest risks. Secretary Olive recognizes this would be taxing on IT and since the District is compliant with the added benefit of packets, then hold off recording for now. Commissioner McMahan remains in favor of recording and feels it is one more step towards complete transparency to his constituents.</p>	<p>The Board agreed to postpone recording board meetings for a couple years and revisit the topic at that time.</p>		
<ul style="list-style-type: none"> Superintendent Succession Plan 	<p>Board Chair Herrin noted WittKeifer is contacting the third candidate to see if interest remains in the position to fast track an interview. If the third candidate is not interested then the Superintendent Search Committee will be reactivated by March. Board Chair Herrin recommended moving towards an interim solution and having an ad hoc committee work the process which would include Secretary Olive, CHRO Kelly and himself. CHRO Kelly</p>			

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
	has already contacted WittKeifer and is confident an interim will be in place by the end of Superintendent Everett's contract on February 26, 2023.			
<ul style="list-style-type: none"> Strategic Planning 1-Day Retreat 	Superintendent Everett noted April 18 th , 19 th & 25 th has been set aside for Strategic Planning. The Board is all available and agreed to move forward with April 18 th once Via Healthcare confirms and an offsite venue is secured. The Board agreed to keep the location within the District to encourage attendance by staff, medical staff, and the community.	Review Bob Lyle for April 18 th and ensure technology is acceptable, seating for 30-50 and place for food.	Executive Assistant Garcia	02.22.23
New Business <ul style="list-style-type: none"> Electronic Signatures 	Executive Assistant Garcia proposed removing commissioner names and replacing with positions to avoid revisions on a regular basis.	Revise the Electronic Signatures policy and procedure with positions.	Executive Assistant Garcia	02.22.23
<ul style="list-style-type: none"> Community Listening Sessions 	<p>Superintendent Everett shared she hosted employee listening sessions in January and had 38 attendees. Superintendent Everett proposed dates, times and locations for community listening sessions in February, as well as advocated that one commissioner join at each session. The Board agreed to the following:</p> <ol style="list-style-type: none"> 1. Packwood-Commissioner McMahan-Board Chair Herrin is his back up. 2. Mossyrock-Commissioner Coppock 3. Randle-Secretary Olive 4. Morton-Board Chair Herrin 5. Mineral-Board Chair Herrin <p>Superintendent Everett is encouraging constituents' participation and feedback to assist the commissioners in picking future strategic priorities.</p>			
<ul style="list-style-type: none"> No Show Charges 	Rehabilitation & Community Wellness Director Meelhuysen and Clinic Manager Hancock proposed a no-show policy given the increased no shows in			

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
	<p>Rehabilitation Services and Rural Health Clinics, which translates into other patients not having access to patient care.</p> <p>The Board supported moving forward with policy and holding patients accountable to receiving care.</p>			
Superintendent Report	<p>Superintendent Everett provided verbal updates and presented final 2022 Department Strategic Measures. There was a 78% success rate with staffing challenges along the way.</p> <p>The Board echoed full appreciate of the work that was completed in 2022.</p>			
Meeting Summary & Evaluation	<p>Superintendent Everett highlighted the decisions made and action items.</p> <p>Secretary Olive noted a long meeting but remaining on track even when mishaps come up everything works out. Commissioner Coppock noted many moving parts and continuing to push forward even when difficult. Thank you, Van Anderson for coming. Commissioner McMahan thanked the Board for being tolerant of his situation and working together during difficult times. Board Chair Herrin noted coming a long ways, and today the Board went a little further.</p>			
Adjournment	<p>Commissioner Coppock moved and Secretary Olive seconded to adjourn the meeting at 5:48 p.m. The motion passed unanimously.</p>			

Respectfully submitted,

Kim Olive, Secretary

Date



LEWIS COUNTY HOSPITAL DISTRICT NO. 1
Compliance Committee Meeting
February 1, 2023, at 12:00 p.m.
Via Zoom

Mission Statement
To foster trust and nurture a healthy community.

Vision Statement
To provide accessible, quality healthcare.

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
Call to Order Roll Call Unexcused/Excused Absences Reading the Mission & Vision Statements	<p>Commissioner McMahan called the meeting to order via Zoom at 12:00 p.m.</p> <p>Commissioner(s) Present in Person or via Zoom:</p> <p><input checked="" type="checkbox"/> Wes McMahan, Commissioner</p> <p><input checked="" type="checkbox"/> Tom Herrin, Board Chair</p> <p>Committee Member(s) Present in Person or via Zoom:</p> <p><input checked="" type="checkbox"/> Shana Garcia, Executive Assistant</p> <p><input checked="" type="checkbox"/> Spencer Hargett, Compliance Officer</p> <p><input checked="" type="checkbox"/> Cheryl Cornwell, CFO</p> <p><input checked="" type="checkbox"/> Leianne Everett, Superintendent</p> <p><input type="checkbox"/> Shannon Kelly, CHRO</p> <p><input checked="" type="checkbox"/> Sherry Sofich, Revenue Cycle Director</p> <p><input checked="" type="checkbox"/> Sara Williamson, CNO/CQO</p> <p><input checked="" type="checkbox"/> Julie Johnson, Quality Manager</p> <p><input type="checkbox"/> Matthew Lindstrom, Facilities Director</p> <p><input type="checkbox"/> Jim Frey, IT Director</p> <p><input checked="" type="checkbox"/> Julie Taylor, Ancillary Services Director</p> <p>Superintendent Everett proposed tracking unexcused and excused</p>	<p>Superintendent Everett made a motion to add</p>		

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
	absences to ensure committee work continues. Each member of the committee adds value and given some committees meet quarterly, all contributions can be made in a timely manner.	Unexcused/Excused Absences to the agenda. Board Chair Herrin seconded and the motion passed unanimously. Unexcused Absences: Jim Frey & Matthew Lindstrom Excused Absences: Shannon Kelly		
Approval or Amendment of Agenda	No amendments noted.	Superintendent Everett made a motion to approve the agenda and CNO/CQO Williamson seconded. The motion passed unanimously.		
Conflicts of Interest	Commissioner McMahan asked the Committee to state any conflicts of interest with today's agenda.	None noted.		
Committee Reports <ul style="list-style-type: none"> Compliance Operation Workgroup Recap 	Compliance Officer Hargett highlighted the workgroup minutes and the areas of focus.			
Consent Agenda	<p>Commissioner McMahan announced the following in consent agenda up for approval:</p> <ol style="list-style-type: none"> 1. Review of Compliance Minutes –January 4, 2023 2. Compliance Program Update 3. Annual Action Schedule 4. New & Updated Laws Dashboard <p>Compliance Officer Hargett highlighted there were two reportable breaches and those were reported to the OCR in January 2023. Compliance Officer Hargett included a new dashboard on laws and requirements to monitor compliance for the District.</p>	Board Chair Herrin made a motion to approve the consent agenda and Superintendent Everett seconded. The motion passed unanimously.		

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
<p>Old Business</p> <ul style="list-style-type: none"> RA#1-CMS Price Transparency 	<p>CFO Cornwell shared the District received a letter from CMS identifying non-compliance with price transparency requirement. A meeting was set with PARA, the vendor we use to ensure compliance. CFO Cornwell is preparing a detailed response letter to CMS noting we believe all deficiencies have been addressed.</p> <p>Compliance Officer Hargett noted other hospitals within The Rural Collaborative are now receiving letters too.</p>			
<ul style="list-style-type: none"> RA#2-COVID Effects on Staffing, Burnout, etc. 	<p>CHRO Kelly was unable to attend today's meeting.</p> <p>CNO/CQO Williamson noted there are other aspects of the CARE initiative that are still in motion that the District can proceed with independently.</p>			
<ul style="list-style-type: none"> RA#3-2-Year P & P Review 	<p>Compliance Officer Hargett shared the District identified room for improvement on policy and procedure reviews. A workgroup was established to refine the process and improve compliance to 90%. Education has been provided at manager meetings to elevate the process and further training is managed through Executive Assistant Garcia. The Conditions of Participation require biennial reviews with clinical involvement. Compliance Officer Hargett will quarterly report compliance increasing transparency.</p>			
<ul style="list-style-type: none"> RA#4-WSHA Signage 	<p>Compliance Officer Hargett noted a workgroup was established to address required signage by WSHA. The goal is to have it completed by April for the next DNV survey.</p> <p>CNO/CQO Williamson noted the District has signage addressing a no tolerance for violence and the behavior is not acceptable. The</p>			

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
	clinical team created CUSS badges to wear to help elevate an uncomfortable situation.			
• PRA	Executive Officer Garcia noted upcoming training requirements for the commissioners.			
• OPMA	Superintendent Everett provided closure to the recording of board meetings at this time. While the Board recognizing this may add value, they recommended delaying this topic for a couple years. The Board recommended stabilizing staffing and not taxing the IT department by adding this additional level of compliance on them. Commissioner McMahan remains interested and the other three commissioners voted postponing.			
• Board Compliance Training	Compliance Officer Hargett recommended training to the whole board.	Review Board Training at March Regular Board Meeting	Executive Assistant Garcia	3.29.23
New Business • Recent Audits & Regulatory Audit Dashboard	Compliance Officer Hargett highlighted the audit dashboard. There are some findings that may not be addressed but are in process and need to sustain progress. This is a new dashboard with areas of opportunity and will be evolving with new information.			
• E2SHB 1272	Compliance Officer Hargett noted big changes from E2SHB 1272 and the District is tracking progress.			
• Other Laws Effective 01/01/23	Compliance Officer Hargett noted compliance for the other laws that went into effect 01.01.23.			
Meeting Summary & Evaluation	Compliance Officer Hargett provided a summary report. Board Chair Herrin appreciated the education. Superintendent Everett appreciated the opportunity to throughout a new idea on attendance. Commissioner McMahan appreciated the questions followed up by solid answers.			
Adjournment	Commissioner McMahan adjourned the meeting at 1:04 p.m.			



**LEWIS COUNTY HOSPITAL DISTRICT NO. 1
SPECIAL BOARD OF COMMISSIONERS' MEETING**

February 3, 2023 at 10:00 a.m.

Conference Rooms 1 & 2 or via ZOOM

<https://myarborhealth.zoom.us/j/84780282761>

Meeting ID: 847 8028 2761

One tap mobile: +12532158782,,84780282761#

Dial: +1 253 215 8782

Mission Statement

To foster trust and nurture a healthy community.

Vision Statement

To provide accessible, quality healthcare.

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
Call to Order Roll Call Reading the Mission & Vision Statements	Board Chair Herrin called the meeting via Zoom to order at 6:00 p.m. Commissioners present: <input checked="" type="checkbox"/> Tom Herrin, Board Chair <input checked="" type="checkbox"/> Kim Olive, Secretary <input checked="" type="checkbox"/> Wes McMahan <input checked="" type="checkbox"/> Craig Coppock <input type="checkbox"/> Vacant, At-Large Commissioner Others present: <input checked="" type="checkbox"/> Leianne Everett, Superintendent <input checked="" type="checkbox"/> Shana Garcia, Executive Assistant <input checked="" type="checkbox"/> Diane Markham, Marketing Manager <input checked="" type="checkbox"/> Cheryl Cornwell, CFO <input checked="" type="checkbox"/> Buddy Rose, Reporter <input checked="" type="checkbox"/> Char Hancock, Clinic Manager <input checked="" type="checkbox"/> Jessica Scogin, Foundations Manager <input checked="" type="checkbox"/> Julie Johnson, Quality Manager <input checked="" type="checkbox"/> Katelin Forrest, HR Generalist <input checked="" type="checkbox"/> Matthew Lindstrom, CFMO			

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
	<input checked="" type="checkbox"/> Robert Houser, Imaging Manager <input checked="" type="checkbox"/> Sara Williamson, CNO/CQO <input checked="" type="checkbox"/> Spencer Hargett, Compliance Officer <input checked="" type="checkbox"/> Julie Taylor, Ancillary Services Director <input checked="" type="checkbox"/> Roxann Morris, Environmental Services Supervisor			
Conflicts of Interest	Board Chair Herrin asked the Board to state any conflicts of interest with today's agenda.	None noted.		
Reading of the Notice of the Special Meeting	Board Chair Herrin read the special board meeting notice.			
Old Business <ul style="list-style-type: none"> Commissioner Position #4- At Large- Vacant Position 	<p>Board Chair Herrin noted the At-Large position remains open and we need to fill by February 28, 2023. Board Chair Herrin remains interested in reopening the process to receive letters of interest for the appointment and wants to know the board's level of interest in moving in this direction.</p> <p>Secretary Olive is excited to hear there is a growing interest in the open appointment is in favor or reopening the position. Commissioner Coppock was in favor of bringing in more interested candidates. Commissioner McMahan is afraid this sends the wrong message and is not in favor of reopening the position.</p>	<p>Commissioner Coppock made a motion to reopen the interview process for the At-Large Commissioner Appointment. Secretary Olive seconded. The motion passed with Commissioner Coppock, Secretary Olive and Board Chair Herrin voting yea and Commissioner McMahan voting nay.</p> <p>Schedule Special or Regular Board Meeting for the interviews depending on board and candidate availability. Tentatively plan a Special Board Meeting for February 15th or at the Regular Board Meeting on February 22nd.</p>	Executive Assistant Garcia	02.06.23
Executive Session <ul style="list-style-type: none"> To evaluate the qualification 	Superintendent Everett requested to make a comment and recommended the Succession Plan be updated with the process and lessons learned			

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
of an applicant for public employment. (RCW 42.30.110 (g))	<p>during the first experience of recruiting a Superintendent. There is an opportunity for improvement which includes the following: revisiting who is on the search committee, the timing of administering the survey monkeys, completing leadership assessments on the final candidates, adding a leadership input layer prior to a decision. Board Chair Herrin agreed that everyone had lessons learned and requested to add this to the February Agenda as an action item to update.</p> <p>Board Chair Herrin announced going into executive session at 10:23 a.m. for 17 minutes to discuss RCW 42.30.110 (g) to evaluate the qualification of an applicant for public employment. At 10:40 a.m. Board Chair Herrin extended for five minutes. The Board returned to open session at 10:45 a.m.</p> <p>Board Chair Herrin noted no decisions were made in Executive Session.</p> <p>Board Chair Herrin thanked Superintendent Everett for her time with the District. The Board has much respect, appreciation and grateful to have her on the team these past seven years.</p>	<p>Board Chair Herrin made a motion to enter into a Master Interim Services Agreement with WittKeiffer Inc to engage Michael Lieb and Secretary Olive seconded. The motion passed unanimously.</p> <p>Send bio and picture to Buddy Rose.</p>	Executive Assistant Garcia	02.06.23
Adjournment	Commissioner Coppock moved and Secretary Olive seconded to adjourned at 10:51 a.m. The motion passed unanimously.			

Respectfully submitted,

Kim Olive, Secretary

Date



**LEWIS COUNTY HOSPITAL DISTRICT NO. 1
QUALITY IMPROVEMENT OVERSIGHT MEETING
February 8, 2023 at 7:00 a.m.
ZOOM**

Mission Statement
To foster trust and nurture a healthy community.

Vision Statement
To provide accessible, quality healthcare.

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
Call to Order Roll Call Unexcused/Excused Absences Reading the Mission & Vision Statements	Secretary Olive called the meeting to order via Zoom at 7:00 a.m. Commissioner(s) Present in Person or via Zoom: <input checked="" type="checkbox"/> Craig Coppock, Commissioner <input checked="" type="checkbox"/> Kim Olive, Board Chair Committee Member(s) Present in Person or via Zoom: <input checked="" type="checkbox"/> Julie Johnson, Quality Manager <input checked="" type="checkbox"/> Leianne Everett, Superintendent <input checked="" type="checkbox"/> Sara Williamson, CNO/CQO <input checked="" type="checkbox"/> Shana Garcia, Executive Assistant <input checked="" type="checkbox"/> Julie Taylor, Ancillary Services Director <input checked="" type="checkbox"/> Cheryl Cornwell, CFO <input type="checkbox"/> Erica Pratt, Interim Pharmacist <input checked="" type="checkbox"/> Dr. Travis Podbilski, Chief of Staff <input checked="" type="checkbox"/> Dr. Kevin McCurry, CMO <input checked="" type="checkbox"/> LeeAnn Evans, Inpatient and ED Services Director <input checked="" type="checkbox"/> Gary Preston, MA PhD CIC FSHEA <input checked="" type="checkbox"/> Shannon Kelly, CHRO <input checked="" type="checkbox"/> Spencer Hargett, Compliance Officer <input checked="" type="checkbox"/> Janice Cramer, Medical Staff Coordinator	Unexcused Absences: Erica Pratt & Matthew Lindstrom Add Nicholas Tyler, Pharmacist to the QIO meeting invites.	Executive Assistant Garcia	2.10.23

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
	<input type="checkbox"/> Matthew Lindstrom, CFMO <input checked="" type="checkbox"/> Lynn Bishop, Community Member			
Approval or Amendment of Agenda		Commissioner Coppock made a motion to approve the agenda and Dr. Podbilski seconded. The motion passed unanimously.		
Conflicts of Interest	Secretary Olive asked the Committee to state any conflicts of interest with today's agenda.	The Committee noted none.		
Committee Reports <ul style="list-style-type: none"> Medical Executive Committee (MEC) 	Dr. Podbilski noted MEC reviewed privileging on 12.13.22 and 01.24.23 which were approved by the Board on 12.14.22 and 01.25.23. Additional topics addressed included defining the age of a pediatric to be 18 years old or younger, the new Quality Reporting Structure and adding the Quality Manager to the Committee.			
Consent Agenda <ul style="list-style-type: none"> Approval of Minutes 	Approval of the following: <ol style="list-style-type: none"> December 28, 2022, Quality Improvement Oversight (QIO) Committee Meeting 	Commissioner Coppock made a motion to approve the agenda and CNO/CQO Williamson seconded. The motion passed unanimously.		
Old Business <ul style="list-style-type: none"> 	Nothing to report.			
New Business <ul style="list-style-type: none"> Lucidoc Document Management 	Quality Manager Johnson presented the following documents for approval: <ol style="list-style-type: none"> Critical Access, Quality, Patient Safety and Risk Evaluation-Approved w/edits-Link DNV CAH Guidance as a Reference. Nurse Staffing Guidelines-Approved. Quality Management System & Patient Safety Plan-Approved. 	Bring back Infection Presentation and Control Risk Assessment and Plan to QIO Committee Meeting in March for approval. Dr. Podbilski made a motion to approve the documents and Commissioner Coppock seconded. The motion passed unanimously.	Ancillary Services Director Taylor	03.08.23

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
	<p>4. Risk Management Plan- Approved w/edit-Add AH Quality Reporting Structure</p> <p>5. Scope of Services- Approved.</p> <p>Ancillary Services Director Taylor presented the following document for approval:</p> <p>1. TB Risk Assessment Plan- Approved.</p> <p>Ancillary Services Director Taylor will present the Infection and Control Risk Assessment and Plan next month as we are waiting on data.</p>			
<ul style="list-style-type: none"> Arbor Health Quality Structure 	Quality Manager Johnson presented an updated reporting structure. This structure continues to align with DNV, as well as completed a crosswalk with DOH Requirements. This is a great tool to show the path of information flow through the District.			
<ul style="list-style-type: none"> Annual QIO Committees and QAPI Reporting Schedule 	Quality Manager Johnson presented the annual schedule which is a working document. This schedule captures the monthly tasks which keeps the committee on track.			
<ul style="list-style-type: none"> Patient Satisfaction Survey Vendor 	Quality Manager Johnson noted a patient satisfaction workgroup was created in 2022 to review survey effectiveness. The workgroup recommended changing vendors to address the gap of utilizing email, texting and other electronic options, as the papers were not effective. The new vendor is Professional Research Consultants (PRC). New departments will be using this tool in outpatient services. The District will be phasing out Press Ganey at the end of August. This is an exciting opportunity.			
Meeting Summary & Evaluation	Secretary Olive provided a summary.			
Adjournment	Secretary Olive adjourned the meeting at 7:49 a.m. The motion passed unanimously.			



LEWIS COUNTY HOSPITAL DISTRICT NO. 1
Finance Committee Meeting
February 15, 2023, at 12:00 p.m.
Via Zoom

Mission Statement
To foster trust and nurture a healthy community.

Vision Statement
To provide accessible, quality healthcare.

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
Call to Order Roll Call Unexcused/Excused Absences Reading the Mission & Vision Statements	Commissioner Coppock called the meeting to order via Zoom at 12:00 p.m. Commissioner(s) Present in Person or via Zoom: <input checked="" type="checkbox"/> Craig Coppock, Commissioner <input checked="" type="checkbox"/> Wes McMahan, Commissioner Committee Member(s) Present in Person or via Zoom: <input checked="" type="checkbox"/> Shana Garcia, Executive Assistant <input checked="" type="checkbox"/> Cheryl Cornwell, CFO <input checked="" type="checkbox"/> Leianne Everett, Superintendent <input type="checkbox"/> Marc Fisher, Community Member <input type="checkbox"/> Clint Scogin, Controller <input checked="" type="checkbox"/> Sherry Sofich, Revenue Cycle Director <input checked="" type="checkbox"/> Sara Williamson, CNO/CQO <input checked="" type="checkbox"/> Shannon Kelly, CHRO <input checked="" type="checkbox"/> Julie Taylor, Ancillary Services Director	Excused Absences: Clint Scogin & Marc Fisher		
Approval or Amendment of Agenda		Commissioner McMahan made a motion to approve the agenda and Superintendent Everett seconded. The motion passed unanimously.		

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
Conflicts of Interest	Commissioner Coppock asked the Committee to state any conflicts of interest with today's agenda. None were noted.			
Consent Agenda	Commissioner Coppock announced the following in consent agenda up for approval: <ol style="list-style-type: none"> 1. Review of Finance Minutes –January 18, 2023 2. Revenue Cycle Update 3. Board Oversight Activities 4. Financial Statements- January 2023. 	Commissioner McMahan made a motion to approve the consent agenda and Superintendent Everett seconded. The motion passed unanimously.		
Old Business <ul style="list-style-type: none"> Financial Department Spotlight-HR 	CHRO Kelly highlighted while Human Resources is not a revenue generating department, there are areas for cost savings. In the last five years, the HR team has focused on L & I Claims to reduce costs and collaborate with Employee Health to assist in employees return to work a good experience. CHRO noted the successful number of positions filled in 2022 while recognizing we had a higher turnover rate than the national average. HR team is focused on engagement from the onboarding process through the employees time here at Arbor Health until they depart.	Discuss at next Regular Board Meeting	Executive Assistant Garcia	02/22/2023
Capital Review <ul style="list-style-type: none"> Replacement of Defibrillators & AED Units 	CNO/CQO Williamson shared the District needs to replace defibrillators and Automated External Defibrillators (AED's). As essential medical equipment, the clinical team has further reviewed the needs and requesting to purchase one AED's for the new Packwood Clinic and four defibrillators for a total of \$47,152.06 plus tax. The Clinical team prefers the vendor Zoll; however, Skryker is preferred due to cost and supply access. Exploring a financing option. The Finance Committee supports the capital purchase AED's (1 Unit) and Defibrillators (4 Units) and will recommend approval at the Board level in Consent Agenda.	The Finance Committee supported requesting the Board's approval of a resolution for the purchase of the AED's (1 Unit) and Defibrillators (4 Units) at the Regular Board Meeting.	Executive Assistant Garcia	02/22/2023

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
<ul style="list-style-type: none"> Cost Report 	CFO Cornwell noted no changes on past cost reports and the estimated 2023 cost report is reporting almost \$16,000. CFO Cornwell plans to review the current tool as we wrap up 2022.			
<ul style="list-style-type: none"> State of WA Survey 	CFO Cornwell shared that the District received a clean audit and the estimated cost of the 2019, 2020 and 2021 audit is \$37,200.			
New Business <ul style="list-style-type: none"> 2022 Self Insured Health Insurance Quarter 4 Overview 	CFO Cornwell highlighted the plan's experience through Quarter 4 of 2022. The District over accrued by an estimated \$500,000 YTD, claim cost is below average and utilization is lower than anticipated. Due to a retirement, the District is working with a different broker where we are not receiving the same customer services. CFO Cornwell will use 2023 to understand and assess if the District needs to go in a different direction. CFO Cornwell would expect a broker to not only be a partnership while establishing goals for the plan but to share trends, averages, industry standards, and what to expect.			
<ul style="list-style-type: none"> Price Transparency Compliance 	CFO Cornwell noted the District received a letter from CMS regarding price transparency compliance which was vague on the noncompliance. The District hires PARA to monitor and ensure compliance. Immediately following the receipt of the letter, the finance team had a meeting with PARA to review. CFO Cornwell sent a certified letter to CMS noting the District's action taken to comply with the requirements.			
Meeting Summary & Evaluation	<p>CFO Cornwell highlighted the decisions made and action items that need to be taken to the entire board for approval.</p> <p>Commissioner McMahan inquired about ABN Write Offs as a carryover from Compliance that is no longer being monitored in that committee.</p>	Summarize ABN Write Offs in Revenue Cycle Update.	Sherry Sofich	03.22.23

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
	CFO Cornwell noted this is important topic being monitored by Revenue Cycle Director Sofich's department. It is true that there is a difficult process, but will add CPT codes, patterns and trends to Revenue Cycle Monthly report moving forward.			
Adjournment	Commissioner McMahan motioned to adjourn and Superintendent Everett seconded. The meeting adjourned at 12:42 pm.			

Documents Awaiting Board Ratification 02.22.23		
	LCHD No. 1's Policies, Procedures & Plans:	Departments:
1	Nurse Staffing Guidelines	DOH Policies & Procedures
2	Quality Management System and Patient Safety Plan	Quality
3	Risk Management Plan	Quality
4	Scope of Services	Quality
<p>In order to access the above documents you will need to log into Lucidoc. Once you have logged into Lucidoc, on the top toolbar click "My Meetings" and select the upcoming Board meeting date that's highlighted in green to see the agenda with documents needing to be approved. You are able to view the documents once in the agenda. If the date is highlighted in yellow that means the agenda has not been released yet.</p>		



LEWIS COUNTY HOSPITAL DISTRICT NO. 1
MORTON, WASHINGTON

RESOLUTION APPROVING THE CAPITAL
PURCHASE OF DEFIBRILLATORS & AED'S

RESOLUTION NO. 23-04

WHEREAS, the Lewis County Hospital District No. 1 owns and operates Arbor Health, a 25-bed Critical Access Hospital located in Morton, Washington, and;

WHEREAS, the Lewis County Hospital District No. 1 feel that this is worthy,

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of Lewis County Hospital
District No. 1 as follows:

Approving the purchase of Defibrillators (4) and AED's (1). Prefer to finance but will purchase with operating cash if needed. The purchase price is \$47,152.06 plus tax and a 5% contingency.

ADOPTED and APPROVED by the Commissioners of Lewis County Hospital District No. 1 in an open public meeting thereof held in compliance with the requirements of the Open Public Meetings Act this 22nd day of February 2023, the following commissioners being present and voting in favor of this resolution.

Tom Herrin, Board Chair

Kim Olive, Secretary

Wes McMahan, Commissioner

Craig Coppock, Commissioner

Vacant, Commissioner



CAPITAL EQUIPMENT/ASSESSMENT REQUEST FORM

SECTION 1 - DEPARTMENT INFORMATION / ITEM REQUESTED

Department Name	<u>Nursing & Clinics</u>	Department#	<u>EDx2, OR, Acute, & Packwood</u>
Manager	<u>Sara Williamson</u>	Phone #	<u>360-496-3503</u>
General Description of Item	<u>Replacement of 4 obsolete defibrillators for Surgery, Acute, and ED x2. AED unit for Packwood Clinic</u>		
Reason For Purchase (Choose all that apply)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> End of Life <input checked="" type="checkbox"/> Quality of Care <input type="checkbox"/> Patient Satisfaction <input type="checkbox"/> Increase Volume <input type="checkbox"/> Other		
Expected Life of New Equipment in Years	<u>10</u> Years		

Notes about reason for request, effect on department's operations, effect on other departments, and impact of purchase on revenues or volumes :

Defibrillators are used in emergency cardiac situations to "shock" or restart the heart into a manageable cardiac rhythm. AED's provide a similar function but are automated and designed to simplify the process so that they can be utilized by the general public. Arbor Health has 4 defibrillators in our Emergency Department (1 adult and 1 pediatric), Acute Care, and in Surgery. One AED's is needed for the new Packwood Clinic. Defibrillators are essential life saving equipment. We are currently using rental units at a cost of \$3000/month.

Do We Have Any Similar Equipment In The Organization / Which Department? ☐ Yes ☒ No
Can This Equipment Be Utilized By Other Departments? ☐ Yes ☒ No

Were (3) Competitive Quotes Obtained? (Please Attach) ☒ Yes ☐ No - Detail below

There are limited contractors of this equipment in the immediate area. Airgas is a known vendor in Lewis County. This contractor works with airgas on installations across hospitals.

Suggested Vendor	<u>Stryker</u>	PREFERRED MODEL #	<u>LifePak15 & LifePak CR2 AED</u>
Name/Contact Of Vendor	<u>Michael Allard; mike.allard@stryker.com</u>		
Estimated Price \$	<u>\$47,152.06 plus tax</u>		
Source Of Estimated Price	Quote (attach) <input type="checkbox"/> Other (Explain) _____		

SECTION 2 – DEPARTMENT AND TECHNOLOGY IMPACT

Will this purchase interface with our computer system? ☐ Yes - Detail below ☒ No ☐ Unsure

Facilities Involvement	<input checked="" type="checkbox"/> Yes - Detail below	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Biomed Involvement	<input checked="" type="checkbox"/> Yes - Detail below	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Clinical Informatics Involvement	<input type="checkbox"/> Yes - Detail below	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Infection Control	<input type="checkbox"/> Yes - Detail below	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
IT Involvement	<input type="checkbox"/> Yes - Detail below	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Material Management	<input checked="" type="checkbox"/> Yes - Detail below	<input type="checkbox"/> No	<input type="checkbox"/> Unsure

Explain and/or quantify any known involvement or expenses in these areas.

Facilities, BioMed, and Materials collaborated on this selection based on consumable supplies availability and vendor support. Our local EMS systems also use LifePak allowing for compatability and expedited patient care.

SECTION 3 - EQUIPMENT ASSESSMENT TEAM EVALUATION SUMMARY

Assessment Team Members:

Date of Meeting:

PROS	Compatabiity with EMS, less expensive, includes trade in credits for old defibrillators, timely supply access for consumables
CONS	43 week lead time for manufacturing
CONSIDERATIONS	They are looking in to loaner for our use in the interim at no cost - if they can be obtained
RECOMMENDATIONS	Stryker LifePak15
WARRANTY INFORMATION	

ADDITIONAL ACQUISITION/ PREP COST \$

ADDITIONAL PREP/ TRAINING HOURS

COMMENTS	Access to defibrillators and associated supplies has been severely compromised secondary to supply chain compications for mateials, chips, electroncs. Supplies with this vendor can be obtained within 6 weeks versus 6 - 9 months with other vendors. Additionally
-----------------	--

Base Equipment Price - As Provided	\$ 47,152.06		
Support And Maintenance Costs			
Additional Cost of Installation Support	\$ -	Total Monthly Consumables Cost	
Total Additional Associated Cost	\$ -		
Shipping, Delivery and Installation	\$ -		\$ 3,772.16
Sales Tax	\$ -	Depreciation	5092.4225
TOTAL NON- RECURRING EXPENSE	\$ 50,924.22		
TOTAL RECURRING EXPENSE			\$ -

*** FOR FINANCE DEPARTMENT USE ONLY ***

HOW ARE WE PAYING FOR THIS?

Stryker Flex financing (it will be added to the current financing note)

IS THIS BUDGETED

☐ Yes

☒ No

BUDGETED PURCHASE DATE

02/23/23

TYPE OF EQUIPMENT

☐ Building Improvement

☐ Fixed Equipment

☐ Building

☐ Capital Lease

☐ Major Moveable Equipment

☒ Other - Explain

Medical Equipment

*** APPROVALS ***

Chief Financial Officer

Date

Chief Executive Officer

Date

Board of Commissioner Chairperson

if > than \$30,000

Date



Defibrillator Replacement - LIFEPAK15

Quote Number: 10596259

Remit to:

Stryker Medical

Version: 1

P.O. Box 93308

Prepared For: MORTON GENERAL HOSP

Chicago, IL 60673-3308

Attn: LeeAnn Evans

Rep:

Michael Allard

levans@myarborhealth.org

Email:

mike.allard@stryker.com

(360) 496-3552

Phone Number:

GPO: Vizient

Quote Date: 02/06/2023

Expiration Date: 03/06/2023

Delivery Address

Name: MORTON GENERAL HOSP

End User - Shipping - Billing

Name: MORTON GENERAL HOSP

Bill To Account

Name: MORTON GENERAL HOSP

Account #: 1501723

Account #: 1501723

Account #: 1501723

Address: 521 ADAMS AVE

Address: 521 ADAMS AVE

Address: 521 ADAMS AVE

MORTON

MORTON

MORTON

Washington 98356

Washington 98356

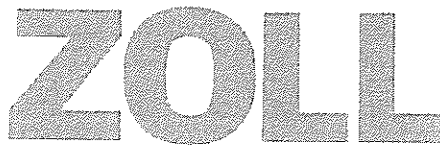
Washington 98356

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	81700-000019	Performance Pak 11, LP15, Hospital	4	\$11,746.99	\$46,987.96
2.0	11577-000019	Attachment Kit - LP15 Power Adapter	4	\$41.65	\$166.60
3.0	TR-PHIL-PRTPAK	TR - PHILIPS TO PRT PAK	4	-\$500.00	-\$2,000.00
			Equipment Total:		\$45,154.56

Price Totals:

Grand Total: \$45,154.56

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Quote No: Q-50403 Version: 1

Quote No: Q-50403

Version: 1

Arbor Health Morton Hospital
521 Adams Street
Morton, WA 98356

ZOLL Customer No: 163097

Tina Clevinger

Issued Date: February 7, 2023

Expiration Date: March 31, 2023

Terms: 2%10, NET 30

FOB: Shipping Point

Freight: Prepay & Add

Prepared by: Gregory Kazdoba
Hospital Territory Manager
gkazdoba@zoll.com
(973) 876-9835

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	993470	30720005201310012	R Series ALS Defibrillator with Expansion Pack - SpO2, OneStep Pacing, EtCO2 (mainstream), NIBP Includes: Guidelines 2020 compatible, Code Readiness testing system, High current Rectilinear Biphasic Waveform, OneStep 3 lead ECG cable, Advisory Defibrillation, Built-in test port, AC Power Cord, Operators manual, and 5-year hospital warranty. Parameter Details: Real CPR Help ® - Numeric display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering, Defib Mentor • OneStep Pacing with OneStep Pacing Cable (also supports CPR) • NIBP with 23-33cm reusable cuff & 3 meter air hose • Masimo Pulse Oximetry with Signal Extraction Technology (SET) and Reusable adult sensor & reusable 4 ft ext. cable • EtCO2 CAPNOSTAT ® 5 Mainstream CO2 Cable and sensor. For use with adult, pediatric, and neonatal patients. Airway adapter sold separately •	4	\$26,648.00	\$18,345.64	\$73,382.56
2	993470	8019-0535-01	SurePower Rechargeable Lithium Ion Battery Pack 5.8 Ah Capacity, High density lithium ion chemistry, RunTime™ Indicator, Automatic calibration ready, Stores history of use and maintenance	4	\$860.00	\$364.09	\$1,456.36

Subtotal: \$74,838.92

Total: \$74,838.92

WARRANT & EFT LISTING NO. 2023-01

RECORD OF CLAIMS ALLOWED BY THE
BOARD OF LEWIS COUNTY
COMMISSIONERS

The following vouchers have been audited,
charged to the proper account, and are within the
budget appropriation.

CERTIFICATION

I, the undersigned, do hereby certify, under
penalty of perjury, that the materials have been
furnished, as described herein, and that the claim
is a just, due and unpaid obligation against
LEWIS COUNTY HOSPITAL DISTRICT NO. 1
and that I am authorized to authenticate and
certify said claim.

Signed:

Cheryl Cornwell, CFO

We, the undersigned Lewis County Hospital
District No. 1 Commissioners, do hereby certify
that the merchandise or services hereinafter
specified has been received and that total
Warrants and EFT's are approved for payment
in the amount of

\$3,632,584.00 this 22nd day

of February 2023

Board Chair, Tom Herrin

Secretary, Kim Olive

Commissioner, Wes McMahan

Commissioner, Craig Coppock

Commissioner, Vacant

SEE WARRANT & EFT REGISTER in the amount of \$3,632,584.00 dated January 1, 2023 – January 31, 2023.

Jan-23
ARBOR HEALTH WARRANT REGISTER

Routine A/P Runs

Warrant No.	Date	Amount	Description
128592 - 128613	9-Jan-2023	993,484.72	CHECK RUN
128614 - 128677	6-Jan-2023	363,311.42	CHECK RUN
128679 - 128680	3-Jan-2023	1,832.43	CHECK RUN
128681 - 128705	17-Jan-2023	135,982.08	CHECK RUN
128706 - 128763	13-Jan-2023	211,934.88	CHECK RUN
128764	3-Jan-2023	35.00	CHECK RUN
128765	10-Jan-2023	539.06	CHECK RUN
128766	17-Jan-2023	3,706.31	CHECK RUN
128767 - 128822	20-Jan-2023	168,721.04	CHECK RUN
128823 - 128842	23-Jan-2023	116,548.59	CHECK RUN
128843 - 128863	23-Jan-2023	116,589.56	CHECK RUN
128864	9-Jan-2023	1,000.00	CHECK RUN
128865	17-Jan-2023	12,157.97	CHECK RUN
128866	23-Jan-2023	603.07	CHECK RUN
128867	26-Jan-2023	25,492.63	CHECK RUN
128868 - 128922	27-Jan-2023	273,441.44	CHECK RUN
128923 - 128943	27-Jan-2023	892,242.86	CHECK RUN
128944	31-Jan-2023	150.00	CHECK RUN
128945	24-Jan-2023	204.08	CHECK RUN
128946	30-Jan-2023	242.92	CHECK RUN
128947 - 128949	31-Jan-2023	49,754.66	CHECK RUN
Total - Check Runs		\$ 3,367,974.72	

Error Corrections - in Check Register Order

Warrant No.	DATE VOIDED	Amount	Description
4725	23-Jan-23	110.00	VOID
128823 - 128842	23-Jan-23	116,548.59	VOID CHECK RUN
TOTAL - VOIDED CHECKS		\$ 116,658.59	

COLUMBIA BANK CHECKS, EFT'S, LESS VOIDS	\$ 3,251,316.13
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Eft	Date	Amount	Description
4723	3-Jan-2023	1,877.66	TPSC
1188	6-Jan-2023	205,047.95	IRS
4724	9-Jan-2023	1,659.39	TPSC
4725	23-Jan-2023	110.00	TPSC
4726	13-Jan-2023	110.00	TPSC
1189	20-Jan-2023	169,153.05	IRS
4727	21-Jan-2023	3,177.00	TPSC
4728	30-Jan-2023	132.82	TPSC
TOTAL EFTS AT SECURITY STATE BANK		\$ 381,267.87	

TOTAL CHECKS, EFT'S, & TRANSFERS	\$ 3,632,584.00
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OLD BUSINESS



DocID: 19383
Revision: 2
Status: In preparation
Department: Governing Body
Manual(s):

Policy & Procedure : Electronic Signatures

Policy:

It is the policy of Lewis County Hospital District No. 1 to utilize electronic signatures for board commissioners to officially authorize board business, such as board of commissioner minutes, resolutions and warrants listings.

Procedure:

1. Board action is taken, such as approving minutes, resolutions, and warrants listing.
2. Within two business days, the Executive Assistant will generate and email documents to be signed by commissioners in Adobe Pro. Only commissioner district email addresses will be used in this process.
3. The order of signers will be as follows:
 - a. Commissioner Position #1-Morton
 - b. Commissioner Position #2-Packwood, Randle & Glenoma
 - c. Commissioner Position #3-Mossyrock & Silver Creek
 - d. Commissioner Position #4-At Large
 - e. Commissioner Position #5-At Large
 - f. Superintendent, as required
 - g. CFO, as required
4. Once the documents have been distributed via email, the Executive Assistant will send an email to signers alerting them of a document needing signed.
5. Commissioners are expected to sign the document within 48 hours of receipt.
6. Signed documents will be stored in the Board of Commissioners designated sections of Lucidoc.

Document Owner: Herrin, Tom

Collaborators:

Approvals

- Committees:

- Signers:

Original Effective Date: 10/29/2020

Revision Date: [10/29/2020 Rev. 0], [02/24/2022 Rev. 1]

Review Date:

Attachments:

(REFERENCED BY THIS DOCUMENT)

Other Documents:

(WHICH REFERENCE THIS DOCUMENT)

*Paper copies of this document may not be current and should not be relied on for official purposes. The current version is in
Lucidoc at*

[https://www.lucidoc.com/cgi/doc-gw.pl?ref=morton:19383\\$2](https://www.lucidoc.com/cgi/doc-gw.pl?ref=morton:19383$2).



DocID: 15031
Revision: 3
Status: Official
Department: Governing Body
Manual(s):

Policy : Superintendent Succession Plan

Policy:

It is the policy of Lewis County Hospital District No. 1 that the Board of Commissioners shall follow the Superintendent Succession Plan.

Purpose:

This policy is to set guidelines for the replacement of the Superintendent.

Procedure:

PHASE ONE: Appointment of Emergency Superintendent/Short Term Superintendent Succession Plan

At the first indication that Lewis County Hospital District No. 1 has or soon will have a vacancy in the Superintendent position, the Chair of the Board of Commissioners will call for a special meeting of the Board of Commissioners within 48 hours.

1. One of the purposes shall be to demonstrate board leadership.
2. Another purpose shall be to review Phase One and Two of the Superintendent Succession Plan and to establish a course of action.
3. The Board will take the following steps:
 - a. The Board will follow Phase One of the Superintendent Succession Plan. This meeting may last for as long as thirty days. Each part of this emergency meeting will be a continuance of the original emergency meeting. This meeting does not end until thirty days have passed or until adjourned.*
 - b. To fulfill an immediate need, the Board will appoint an Emergency Superintendent from the Administrative Team. The length of his/her appointment will be determined by the Board of Commissioners.
 - c. Before adjournment the Board shall prepare a statement, addressed to the following: Medical Staff, Employed Staff and the Public, containing the subject matter of this meeting and the Board's collective position.
 - d. As soon as business of Phase One is completed, this Phase One special meeting will be adjourned.

* *Note: This emergency meeting may continue for as long as 30 days and from time to time the Chair of the Board may put this meeting into continuance as conditions require.*

PHASE TWO: Interim Superintendent Succession Plan

Phase Two begins on the 1st day after the last special meeting held in Phase One. All Phase Two meetings will be special or regular meetings. The Superintendent will be hired after two regular board meetings.

1. For the purpose of Phase II the board will appoint an ad hoc committee that will be commissioned to make recommendations of candidates for the position of interim superintendent of Lewis County Hospital District No. 1 to the Board as a whole.
 - a. The Committee shall consist of two current Board members.
 - b. The Committee chairperson is determined by the by-laws of Lewis County Hospital District No. 1. (See Section 7 of by-laws.)
 - c. The Committee can and should use whatever resources are available to compile a comprehensive list of candidates (See Addendum I.)
2. The ad hoc committee will return a list of candidates for interim superintendent within 60 days of the adjournment of the emergency special meeting of the Board.
3. Upon receiving the list of candidates, the Board will begin the process of appointing the Interim Superintendent.

PHASE THREE: Long Term Superintendent Succession Plan

All Phase Three meetings may occur in regular or special meetings with the exception of meetings dealing with the hiring of a Superintendent, which must be addressed in two regular meetings.

1. The Board of Commissioners will establish a search committee. The two commissioners appointed to the Committee by the Board of Commissioners will determine administrative position 3.
 - a. It will consist of 2 commissioners and 3 administrative employees.
 - i. One administrative employee from nursing.
 - ii. One administrative employee from financing.
 - iii. One administrative employee from any other administrative position.
 - iv. The CMO and/or the chief of the medical staff.
 - b. The committee chairperson is determined by the by-laws of Lewis County Hospital District No. 1. (See Section 7 of by-laws.)
 - c. The mission of the advisory committee shall be to bring the names in rank order of the qualified candidates to the Board as soon as possible but no later than 270 days.
2. The search committee will recommend to the Board a minimum of three and a maximum of five candidates. The Board will review and evaluate the listing of candidates from the search committee and select the top three.
3. The Board of Commissioners will select a candidate from the recommended group, negotiate a contract and hire the Superintendent for Lewis County Hospital District No. 1.

Superintendent SUCCESSION ADDENDUM

Section 1 Board considerations before requesting a cover letter and resume.

1. Board Environment
2. Financial Operations
3. Possible New Programs and Clinics
4. Changing Health Care
5. Internal Talent
6. Salary expectations based on market comparison
7. Future needs of the District
8. Invested Interest in Community

Section 2 Suggested Qualifications for Superintendent

SUGGESTED INTERIM Superintendent QUALIFICATIONS

1. Is respected
2. Is able to follow established procedure
3. Allows managers to manage
4. Does not attempt to initiate big changes
5. Possesses BA/BS Degree
6. Possesses appropriate credentials

SUGGESTED QUALIFICATIONS FOR Superintendent

1. Bachelor or Masters Degree preferred in Health Care, Administration, Nursing and/or Finance
2. Strong Background in Healthcare Finance
3. Demonstrated Leadership in Quality Improvement
4. Highly motivated goal-oriented leader
5. Decision maker who demonstrates vision in Rural Health Care
6. Minimum 3 years experience in Rural Health Care preferred
7. Leadership skills supported by management abilities
8. Able to network or willing to network in health care
9. Visionary (Research-based)
10. Willing to belong to collaborative and to attend conferences
11. Willing to take vacations
12. Willing to participate in employee events and award programs
13. Capable of functioning as team member

14. Keeps board informed
15. Computer Savy
16. Able to establish and enhance working relationships with physicians
17. Able to increase market share
18. Make yourself available to community organizations such as the city council, chamber of commerce
19. Encourage managers to attend conferences
20. Develop, update, and maintain current strategic plan

Section 3 Suggested Area Promotional Plan

Include a list of local realtors and their numbers to potential candidates.

Morton is not in the middle of nowhere, it is in the middle of EVERYWHERE! Easy access to:

Seattle

Space Needle
Pike Place Market
Seattle Seahawks
Seattle Mariners
Woodland Park Zoo
Seattle Aquarium
Museum of Flight

Portland

Pioneer Square
Portland Saturday Market
Portland Trailblazers
Rose Garden Events
Oregon Zoo
Oregon Museum of Science and Industry (OMSI)
Lloyd Center (Ice Skating)

Pacific Ocean

Long Beach Peninsula
Ocean Shores
Pacific Beach
Westport
Astoria
Seaside

Ski Areas

White Pass Ski Area
Crystal Mountain Resort
The Summit at Snoqualmie
Mt. Hood
Mt. Bachelor

Recreation

Boating
Water Skiing
Fishing (Lakes, streams, and ocean)
Hunting
Hiking and Mountain Climbing
Mt. Rainer
Mt. St. Helens

Airports

Portland International
Seatac International

Strategically recruit spouses also. Insure that spouses of potential candidates that are visiting our hospital feel welcome too. Somebody should be available (Foundation member or staff, etc) to have lunch with and/or visit them to address concerns and questions they may have about our area. Match these people up as best as we can with potential similar interests. This could be an avenue for others to be involved.

WSHA should be able to advise regarding what appeals to potential candidates as far as salary expectations and other things in general.

Section 4 Suggested Board Statements

Phase 1 Emergency Plan

Statement to: Hospital Staff and Medical Staff(via letters and “Hospital Happenings”paper)

The Hospital Board met on _____ to consider the temporary leave of absence for _____, Superintendent of Morton General Hospital and Lewis County Hospital District No. 1. Until further notice all Superintendent decisions, contracts, and hospital business will be administered by _____. (The board will immediately begin a search for an interim Superintendent. This search will be guided by the Phase 1, emergency phase, of the Superintendent succession plan.)

Statement to: Public (via newspaper and web site)

Due to (various introductory statements). The board met on _____and appointed _____as temporary Superintendent for all operations of Morton General Hospital and Lewis County Hospital District No. 1. The Board has begun a search for an interim Superintendent. This search will be guided by the Phase 1, emergency phase, of the Superintendent Succession Plan.

Phase 2 Resignation or Retirement Plan

Statement to: Hospital, Medical Staff and Public via memo, letter and/or newspaper

The Board met on _____and accepted the (resignation or retirement) of Superintendent _____ as of _____. The Board has begun the search for a replacement Superintendent. This replacement search will be guided by the Superintendent Succession Plan. Until the beginning date of the new Superintendent, all operations will be managed by _____.

Section 5 Resources

1. Washington State Hospital Association
2. Washington Rural Health Collaborative
3. AWPHD President
4. Search Firm (strongly recommended)
 - a. Korn and Ferry, Mark Collins
 - b. Witt Keiffer
 - c. Quorum

Include area promotional brochures from surrounding Chambers of Commerce, local newspaper visitor guides and event listings, and Lewis County tourism information should be distributed to potential candidates.



Mossyrock Clinic
745 WILLIAMS STREET
360-983-8990

Randle Clinic
108 KINDLE ROAD
360-497-3333

Morton Hospital
521 ADAMS AVENUE
360-496-5112

Morton Clinic
531 ADAMS AVENUE
360-496-5145

MEMORANDUM

To: At-Large Commissioner Position #4
From: Board Chair Herrin
CC:
Date: 02.22.23
Re: Interview Questions

-
1. What makes our mission meaningful to you?
 2. What motivates you?
 3. How do you represent to your constituents a board's decision you were opposed to?
 4. How would you leverage your position in the community and advocate for the District?

Christopher Schumaker M.Ed.

Box 201 Randle, WA 98377

509-899-3112

Chris.Schumaker@gmail.com

January 6, 2023

Dear Chairman Herrin and Board of Commissioners:

With great enthusiasm, I write to submit my name for the At-Large Commissioner Opening. As an experienced educational leader with twenty years of dedicated service to schools and communities and as a resident of Lewis County for thirteen years, I am prepared to contribute to and promote Arbor Health Care's vision and values to staff, patrons, and community stakeholders.

My experience in leadership and governance has matured through three pathways. First, my schooling at Central Washington University and Seattle Pacific University have produced a B.A. in History, an M.A. in Educational Administration, and enrollment into a doctoral program in Educational Leadership. I have earned a principal, superintendent, and CTE director certificate. Secondly, I have held the following positions: paraprofessional, teacher, learning coach, union rep., athletic director, building principal, and CTE director. Having worked in small and large schools, I learned quickly that school administrators become well-rounded in the different systems and functions that organizations utilize. Those experiences will crossover well into the healthcare arena. Thirdly, my time as a prior Hospital Commissioner, serving with other board members, has given me a unique perspective and insight into executive board functions, institutional governance, community relations, and financial planning. All three of these pathways have given me the confidence, knowledge, and skill set to fulfill the duties and responsibilities of a Hospital District Commissioner.

During my last term of service, I was impressed with the commitment and dedication that all members of the Arbor Health Team demonstrated. Those first two years of COVID-19 were scary and challenging to our district. However, our team, community, and hospital district met the challenge with courage and fortitude. I would be honored to rejoin the team to continue the excellent work.

In closing, I look forward to discussing how my values and experiences align with your stated purpose of fostering trust and nurturing a healthy community for all of East Lewis County. I look forward to the possibility of working together again. I greatly respect you and the responsibility a Commissioner must carry.

Sincerely,



Christopher Schumaker
Candidate for Commissioner

Christopher E. Schumaker

Box 201, Randle, WA 98377 | chris.schumaker@gmail.com | (509) 899-3112

K-12 Educational Leader

Financial Management | Team Leadership & Development | Program Management

Career Summary

Highly accomplished and dedicated Administrator, holding a master's degree, offering a successful track record of developing strong teams that strive for excellence while holding people accountable. In-depth working knowledge of Local, State, and Federal law and policies. Extensive experience working in a diverse culture. Proven ability to work with disagreements and constructive criticism. Exceptional communication and interpersonal skills at all levels, paired with a strong work ethic with a reputation for compassion and respect toward others. Decisive, solutions-focused, and results-driven leader possessing an in-depth ability to work across divisional and departmental lines in managing issues with competing priorities.

Core Competencies

- School Safety
- Staff Evaluations
- Student Discipline
- Sports Management
- Budget Management
- Coaching / Mentoring
- Student Achievement
- Program Management
- Financial Management
- Curriculum Development
- Team Leadership & Development
- Continuous Process Improvement

Technical Proficiency

Microsoft Office (Word; Excel; PowerPoint); Zoom; Google Hangouts; Google Drive; Software Suite.

Administration Experience

White Pass School District (Randle, WA)

08/2015 – Present

7-12 Building Principal

Consistently demonstrates in-depth skills in all aspects of Student Discipline, School Safety, Student Achievement, Staff Evaluations, Budget Management, Strategic Planning, Community Outreach, MTSS Implementation, CTE Dir., and Hi-Cap Dir.

Successfully communicates and problem-solves issues and situations that arise from managing High School Athletics with a focus on transportation schedules, ASB accounts, staffing issues, common handbook language, common rules and expectations, and community relations between a two School District Sports combined.

Demonstrates broad skills in working with diverse groups of staff, students, parents, and community to move the Jr./Sr. High forward so that all students are prepared for life's opportunities.

Skillfully implemented a multi-tiered System of Support within the building, enabling a systemic, continuous improvement framework in which data-based problem-solving and decision making is practiced across all levels of the educational system for supporting students.

Successfully implemented Positive Behaviors Interventions & Supports within the building, an evidence-based three-tiered framework to improve and integrate all of the data, systems, and practices affecting student outcomes every day.

Demonstrated exceptional abilities in implementing the new State Evaluation System T-PEP within the district.

Recognized for successfully implementing the district's and buildings' response to COVID-19 with a focus on creating Safety Procedures and Policies to keep everyone safe while promoting continuous learning.

Christopher E. Schumaker

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Held a key role in the "T-Wolf Pride" program, improving attendance from 84% to 93% over a 5-year period.

Skillfully implemented a Core/Flex Academic Intervention Program, leading to failing grades dropping from 120 Fs per semester to 37 Fs per semester (failing grades dropped by 60% from 2016 to 2021).

Held an integral role in implementing a Community Open House Program, resulting in an attendance of 400 participants.

Credited with successfully developing a leadership team that created a collaborative culture in the pursuit of excellence.

Held a pivotal role in implementing a system where teachers regularly access data to analyze student achievement, and then synthesizing the results to create systems where students will be more successful.

Western Governors University (Millcreek, UT – Online Course)

09/2020 – 06/2023

Clinical Supervisor

Provides in-depth observation of student teachers for 6 observations and 2 formal evaluations.

Demonstrates optimal skills in all aspects of mentoring, evaluating, problem-solving, and recommending students for Teacher Certifications upon successfully passing their course.

Pe Ell School District (Pe Ell, WA)

08/2011 – 07/2015

K-12 Building Principal

Consistently displayed optimal skills in all aspects of Student Discipline, School Safety, Curriculum Development, Student Achievement, Staff Evaluations, and Budget Management.

Shelton School District (Shelton, WA)

08/2009 – 07/2011

Administrative Assistant / Athletic Coordinator at Oakland Bay Jr. High

Demonstrated exceptional abilities in all areas of Student Discipline, School Safety, Curriculum Development, and Sports Management.

Teaching Experience

Seattle Pacific University (Seattle, WA)

09/2019 – 06/2022

Principal Leadership / Adjunct Professor

Successfully teaches future principals on ways to be effective leaders and good financial stewards of public money.

Demonstrates exceptional skills in teaching courses with a focus on both school culture and school finance.

Credited with consistently modeling a balance of knowledge, wisdom, and poise that earns the respect of those served.

Additional Teaching Experience:

Brentwood Girls Group Home "Services Alternative" (Lacey, WA)

10/2007 – 06/2009

General Ed. and GED Prep.

Shelton School District (Shelton, WA)

08/2005 – 07/2009

Jr. and Sr. High School History

Okanogan School District (Okanogan, WA)

09/2003 – 06/2005

Middle School History

Eastmont School District (East Wenatchee, WA)

07/2002 – 06/2003

HS History and Business

Advanced Education

Seattle Pacific University (Seattle, WA), 07/2019 – Expected Graduation 06/2024

Doctor of Education (EdD)

Central Washington University (Ellensburg, WA), 09/2002 – 07/2007

Master of Education Administration

Central Washington University (Ellensburg, WA), 09/1998 – 06/2002

Bachelor of Education

Specialized Certifications & Credentials

- Teaching and Administrative Credential # 399630C
- White Pass Levy Committee (White Pass Levy Group), 09/2017 – Present
- CEL 5D+ Administrative Training (UW Center of Education), 09/2013 – Present
- Professional Learning Communities (Dufour) (ESD 113), 09/2012 – Present
- Highly Capable Education Coordinator (White Pass SD), 09/2016 – 06/2022
- Crisis Prevention and Intervention Training (CPI) (ESD 113), 12/2019 – 01/2021
- COVID-19 Safety, Student Achievement, and Community Engagement (ESD 113), 11/2020 – 12/2020
- CTE Director Certification – Washington State CTE Internship, 05/2020
- Career & Technical Education Director Internship (OSPI CTE Dir. Program), 09/2019 – 06/2020
- Superintendent Certification – Seattle Pacific University, 06/2019
- Restorative Justice Training (INUA Group), 09/2018 – 06/2019
- Superintendent Internship (Seattle Pacific University), 09/2018 – 06/2019
- Multiple Tiered Systems of Support with District & Building Implementation (ESD 113), 09/2017 – 06/2019
- Principal Instructional Rounds Network (ESD 113), 10/2016 – 06/2019
- Student Threat Assessment Training (Salem-Keizer) (ESD 113), 02/2019 – 02/2019
- Washington State GEARUP Planning and Assistance (WA GEARUP), 04/2018 – 12/2018
- ALICE Training: School Safety Procedures and Protocols (Lewis County Sheriff's Office), 09/2015
- Principal Pro-certification – Pacific Lutheran University, 05/2015
- T-PEP Academy (ESD 113), 10/2013 – 04/2014
- Positive Behavior and Intervention Systems/Procedures (ESD 113), 09/2013 – 09/2014
- Rural School Innovation and Engagement (NW RISE Network), 09/2013 – 06/2014
- Powerful Teaching and Learning (STAR Protocols) (The BERC Group), 09/2009 – 06/2010
- School Improvement and Turnaround Procedures/Process (OSPI), 09/2009 – 06/2010

Volunteer Work

- Lou Crew – Youth Advocacy Group (Member), 11/2017 – Present
- Friends of White Pass (Member of Levy Committee), 06/2017 – Present
- Arbor Health: Morton General Hospital (Hospital Commissioner for District 2), 06/2020 – 12/2021

Professional Organizations

- Washington Association for Career and Technical Education, 09/2018 – Present
- Association of Washington School Principals, 09/2011 – Present
- National Association of School Administrators, 09/2011 – Present

Van Anderson
490 Cannon Rd
Packwood, WA 98361

Shana Garcia
Lewis County Hospital District #1, dba Arbor Health
521 Adams Ave.
Morton, WA 98356

Dear Board Chair Herron and the commissioners of hospital district #1,

I am writing to you to submit my name as an applicant for the at-large district 4 member of the Board of Commissioners for Lewis County Hospital District #1. I believe that I possess attributes which bring valuable perspective to the Board in representing the health care needs of a wide cross-section of the East Lewis County community. Specifically, I feel that I have the personal relationships and community involvement to understand and represent the needs of three distinct groupings of East Lewis County residents: 1) retired residents, especially in the Packwood/Randle area, who face barriers to health care access in maintaining their preferred residency in East Lewis County, 2) the LGBTQ community, who facing a lack of providers able to understand and meet health care needs, and 3) people of East Lewis County, working outside the health care field, and without employer-provided health coverage, who face the paucity of health insurance coverage options in the individual marketplace.

First, I feel it is best to explain my history in East Lewis County, and my access to health care over my lifetime. I was born as a planned C-section in Swedish Hospital, Seattle. Even though my parents were both teachers in the White Pass School District, they were not able to access adequate healthcare locally for my birth. However, for the entirety of my childhood, Dr. Gerald Stanley was my primary care provider in Packwood until he was unable to continue his Packwood practice in the late '90s. I accessed clinics and local hospitals for a dozen years as I attended college, joined the AmeriCorps program, and worked for Habitat for Humanity on the east coast. I moved back to East Lewis County over a decade ago, and have primarily used Arbor Health's Randle Clinic for my health care in that time, utilizing both Washington Apple Health coverage, and private coverage through the state's individual insurance marketplace. I am currently employed as a substitute teacher and para-educator with the White Pass School District, and am involved in the community as a volunteer with MWP athletics, the White Pass Community Scholarship Fund, the White Pass Country Historical Society, and the Livable Packwood affordable housing group.

As mentioned earlier, I believe one of my primary assets to the board would be my connection to various communities under-represented in the current board. The first of those communities consists of retired individuals, many without local family members, concentrated especially in the High Valley community of Packwood, but present throughout the hospital district. I have watched over the past decade as many of these individuals have sold their chosen homes in East Lewis County in order to live in places where their working children can assist them in transportation and logistics for their increasingly critical health care needs. As Arbor Health develops the new Packwood clinic, this population's concerns represent unmet community health needs that could be dramatically improved by careful consideration, outreach, and program development at that new facility. My connection to this population through my parents' peer relationships, as well as my own connections in the community would be of considerable value to the board.

My second asset to the board lies in my insight and connections to the LGBTQ community in East Lewis County. As you are almost certainly aware, the health needs of LGBTQ individuals can diverge from those of cis-gendered and heterosexual members of the community. While most health care facilities are able to meet those needs physically, the greatest barrier to effective health care delivery often lies in the level of trust with the health care system and providers. Too often, LGBTQ individuals are dissuaded from pursuing their health needs by both overt and unintentional acts of bias and lack of welcome in health care settings. As health care has been a target for politicization in the last several years, it falls upon Arbor Health to actively reduce barriers and reach out to this community to meet this community's health care needs effectively.

My third asset is my long-term potential to serve the board with a base of knowledge from outside the health care system. I am only 43 years old, and work in East Lewis County. My employment has primarily been non-profit and in the housing and education fields – meeting the essential needs of individuals and communities. As a health care consumer, I've never had access to inside knowledge about how to deal with doctors, billing systems, and insurance companies. I've been forced to navigate this incredibly complex system to maximize my health outcomes while also limiting my financial exposure when accessing health care. Unfortunately at a time when 1/3 of Americans cannot weather a \$400 emergency expense, this is a significant barrier for many in our current health care climate. Having someone who has dealt with those issues without insider knowledge is of critical importance if Arbor Health is to maintain and enhance its ability to meet its responsibilities to the East Lewis County community who owns the district. Importantly, I have the potential to serve as a commissioner for the long-term. With my primary ties in the East Lewis County community, including family, professional ties, social networks, volunteer involvement, and property ownership, I plan to be in this for the long run.

My last asset is an intangible, but I believe lies at the heart as to why former commissioner Kent Smith asked me to get involved with the hospital district three years ago. It is simply that I believe in being as thoughtful, thorough, and analytical as I can to do the most good in the world. There is a reason why my professional life has found me so consistently working in the non-profit sector – I pursue my life and work to make people's lives better without the desire for more than the means to live simply. Ensuring the highest quality of health care to everyone in East Lewis County is surely one of the greatest opportunities for me to concretely manifest that lifelong pursuit. I would be honored and inspired to be part of that mission with the LCHD#1 Board of Commissioners, and believe I would be an asset to the board in realizing that mission.

With much thanks for your consideration,

A handwritten signature in black ink, appearing to read "Van Anderson", with a stylized, flowing script.

Van Anderson

360-506-2540
fradydns@gmail.com

181 Hanstad Creek RD
Morton, WA 98356

January 25, 2023

District #1 Commissioner Board
Arbor Health-Morton Hospital
521 Adams Ave.
Morton, WA 98356

Dear Board Commissioners,

I would like to be considered for the vacancy and temporary appointment of District Commissioner Position #4. My previous history as a hospital Commissioner, Registered Nurse, Nursing and Executive leader plus over 30 years in the medical field I feel I can contribute to the board team at Arbor Health.

Coming to the area in 2002, I have observed first hand how this hospital has grown, developed and improved care to this community. We have better care standards, accessibility and community focus. It has been amazing to watch and be a part of the process. I served as Commissioner position #4, 2016-2021. It was often a challenging task, tough discussions and collaborative decisions for the benefit of Arbor Health-Morton Hospital and community are what moves us forward.

We need healthcare to remain viable and accessible to our East Lewis County Community. Healthcare is ever changing and a work that is never completed. I would like to serve as part of the plan and solution that keeps the work moving forward.

I appreciate your time in considering my request. I have stayed connected to Arbor health as a volunteer. I hope to have more opportunities to make contributions to Arbor Health-Morton Hospital and community.

Sincerely yours,

P Frady

Trish Frady

Patricia (Trish) Frady

PHONE 360-506-2540 E-MAIL fradydns@gmail.com

PROFILE

Retired Registered Nurse with dedication and desire to utilize my skills to help achieve accessible and quality healthcare to the East Lewis County Community. A creative thinker and problem solver, I bring commitment to others and the greater good of community. I have been involved with the community for more than 20 years, I have had the privilege to observe and participate in the hospital and clinics growth and work.

Due to a constant changing healthcare environment, a changing population in the community itself, this is a service that I feel compassionate about. We need to continually advocate for viable, accessible, quality healthcare to all within our community.

EXPERIENCE

Current Volunteer at Pastors Pantry Local Food Bank in Morton

Current Volunteer for the Arbor Heath Foundation Gift Shop

Board Commissioner, Hospital District #1 Morton Hospital	2016 - 2021
Board Chair	2020 - 2021

Morton General Hospital,	Nursing Supervisor/Nurse Executive	2007 - 2015
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Morton General Hospital,	Staff Nurse	2006 - 2007
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Assured Home Health and Hospice, Morton, WA	Branch Clinical Manager	3 years
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Centralia Providence Hospital, Centralia, WA	Surgical Procedure Room RN	8 years
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Assured Home Health and Hospice, Chehalis, WA	Clinical/Case Manager	4 years
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San Juan Regional Medical Center Farmington, New Mexico	Surgical/Medical Staff Nurse	
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Good Samaritan Nursing Facility
Aztec, New Mexico

Nursing and Client provider

EDUCATION

San Juan College Farmington, New Mexico Associate Degree in Nursing

SKILLS

Completed 2020 WSHA/AWPHD Healthcare Governance Certification

Completed many courses over the years in leadership training and nursing skills with multiple Certifications.

CERTIFICATE OF APPOINTMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF LEWIS)

The undersigned officers of Lewis County Hospital District No. 1 Board of Commissioners do hereby appoint _____
(Person Appointed – Printed Name)

of _____
(Address)

to the office of At-Large Commissioner Position #4. The term for this position will expire on December 31, 2023.

Signed this _____ day of _____, 20____

(Signature)

Tom Herrin, Board Chair

(Signature)

Kim Olive, Secretary

(Signature)

Wes McMahan, Commissioner

(Signature)

Craig Coppock, Commissioner

OATH OF OFFICE

STATE OF WASHINGTON)
) ss.
COUNTY OF LEWIS)

I, _____, do solemnly swear or affirm that I
(Person Appointed – Printed Name)

am a citizen of the United States and State of Washington; that I am legally qualified to
assume the office of Lewis County Hospital District No. 1, At-Large Commissioner
Position #4; that I will support the Constitution and laws of the United States and the State
of Washington; and that I will faithfully and impartially discharge the duties of this office
to the best of my ability.

(Signature) _____ (Printed Name)

Subscribed and sworn before me this _____ day of _____, 20_____

(Signature) (Printed Name, Title of Swearing Officer)

NEW BUSINESS



LEWIS COUNTY HOSPITAL DISTRICT NO. 1
MORTON, WASHINGTON

RESOLUTION CONTRACTING WITTKIEFFER INC.
& APPOINTING LEWIS
COUNTY HOSPITAL DISTRICT No. 1
INTERIM SUPERINTENDENT

RESOLUTION NO. 23-05

WHEREAS, the Lewis County Hospital District No. 1 owns and operates Arbor Health, a 25-bed Critical Access Hospital located in Morton, Washington, and;

WHEREAS, the Lewis County Hospital District No. 1 feel that this is worthy,

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of Lewis County Hospital
District No. 1 as follows:

**Contracting WittKieffer Inc. via a Master Interim Service Agreement and
Appointing Michael Leib as Interim Superintendent for
Lewis County Hospital District No. 1 effective February 26, 2023 at 12:01 am.**

ADOPTED and APPROVED by the Commissioners of Lewis County Hospital District No. 1 in
an open public meeting thereof held in compliance with the requirements of the Open Public
Meetings Act this 22nd day of February 2023, the following commissioners being present and
voting in favor of this resolution.

Tom Herrin, Board Chair

Kim Olive, Secretary

Wes McMahan, Commissioner

Craig Coppock, Commissioner

Vacant, Commissioner

MASTER INTERIM SERVICES AGREEMENT

This MASTER INTERIM SERVICES AGREEMENT (the "Agreement"), entered into as of this 2nd day of February 2023 ("Agreement Effective Date"), is by and between Witt/Kieffer Inc., a Delaware corporation with offices 2015 Spring Road, Oak Brook, Illinois 60523 ("WittKieffer"), and Arbor Health with offices at 521 Adams Street Morton Washington (the "Company"). A "Party" shall mean either WittKieffer or the Company, as the case may be; the "Parties" shall mean WittKieffer and the Company together.

WHEREAS, WittKieffer is in the business of sourcing, screening, hiring, employing and assigning Interim Executives employed by WittKieffer to its clients on a temporary basis (the "Executive Staffing Services");

WHEREAS, the Company desires to engage WittKieffer to provide the Company with Executive Staffing Services, including WittKieffer employing an Interim Executive selected by the Company for temporary assignment not involving direct patient care at the Company (referred to herein as an "Engagement") for the duration of such assignment (the "Engagement Term"); and

WHEREAS, WittKieffer is willing to be engaged by the Company to provide the Executive Staffing Services in accordance with the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, WittKieffer and the Company agree as follows:

1. WittKieffer Responsibilities.

- a. During the Agreement Term, WittKieffer shall perform the Executive Staffing Services. Any Interim Executive selected by the Company will perform their assigned functions under the supervision and direction of the Company and subject to the terms described in Schedule 1 attached hereto and made a part hereof by mutual execution of both Parties. Any Interim Executive shall not be utilized at any time by the Company to perform direct patient care.
- b. Any Interim Executive shall at all times during an Engagement be an employee of WittKieffer. WittKieffer shall be responsible for determining and paying any Interim Executive's compensation, providing benefits that WittKieffer offers to Interim Executives and for hiring and terminating any Interim Executive as an employee of WittKieffer. WittKieffer shall be responsible to pay any Interim Executive all wages due; withhold and remit payroll taxes; provide unemployment insurance and workers' compensation benefits; handle unemployment and workers' compensation claims involving any Interim Executive and provide all other applicable statutory insurance.

- c. WittKieffer shall provide a relationship executive ("WittKieffer Relationship Executive") to work with any Interim Executive, the Company, and the Company Manager (defined below) to facilitate coordination of an Engagement.
- d. WittKieffer may address unilaterally, Interim Executive work performance and enforce WittKieffer's employment policies relating to Interim Executive's conduct at the worksite. In addition, WittKieffer will coordinate with Company to enforce any applicable client policies.
- e. WittKieffer will perform the following checks on the Interim Executive.
 - i. Criminal History
 - ii. Media
 - iii. Fraud Abuse Control Information System (FACIS)
 - iv. Department of Motor Vehicles (DMV)
 - v. Education, Employment and Credentials
- f. WittKieffer shall comply with all local, state, and federal laws, and regulations applicable to any Interim Executive. WittKieffer shall ensure that each Interim Executive is eligible to work in the United States and shall maintain an I-9 form for each Interim Executive as required by law.

2. Company Responsibilities

- a. Company shall provide an accurate job description for an Engagement including the qualifications, experience and other prerequisite needed for an Engagement and shall not change the terms or requirements of an Engagement without the prior written consent of WittKieffer.
- b. The Company is solely responsible for selecting an Interim Executive for assignment by WittKieffer to perform an Engagement and for assessing the skills and the abilities of any Interim Executive while performing an Engagement.
- c. At the commencement of an Engagement, the Company will designate a management-level individual (or, in the case of an Interim Executive performing the services of a Chief Executive Officer, the Chairman of the Company's Board of Directors) to be responsible for overseeing the performance of any Interim Executive on an Engagement ("Company Manager"). The Company is solely responsible for managing the day-to-day performance of any Interim Executive and providing any day-to-day supervision required. During an Engagement, any Interim Executive shall report directly, and only to the Company Manager.

- d. Company shall be solely responsible for its business operations, products, services, intellectual property, employee relations and management (including union employees), vendor and contractor management, operation and maintenance of its facilities including compliance with all applicable permits, authorizations, consent decrees, regulations and all other applicable laws, including, without limitation, environmental, employment, health and safety and other legal requirements.
- e. Company shall exclude any Interim Executive from its benefit plans, policies, and practices.
- f. The Company shall not pay any compensation directly to any Interim Executive or make any offer or promise relating to Interim Executive's compensation, benefits, or continued employment except with the express written approval of WittKieffer.

3. Term and Termination.

- a. The term of the Agreement shall commence on the Agreement Effective Date and shall continue in full force and effect for a period of three (3) years from the Agreement Effective Date (the "Agreement Term"). At the end of the Agreement Term, the Agreement will automatically renew for successive one (1) year periods until either WittKieffer or Company notify the other Party in writing of its intent not to renew at least thirty (30) days prior to the end of the current Agreement Term.
- b. An Engagement will be effective as of the date set forth in an executed Schedule 1 ("Engagement Effective Date"). An Engagement shall continue in effect until the date stated in a notice of termination from one Party to the other Party ("Termination Notice"); provided that the termination date shall be at least four (4) weeks after the delivery of the Termination Notice.

Notwithstanding anything to the contrary, the minimum term of an Engagement shall be 12 weeks from the respective Engagement Effective Date ("Minimum Term").
- d. The Company reserves the right to immediately terminate an Engagement upon written notice to Witt/Kieffer if a Witt/Kieffer Interim Executive engages in any unethical or unlawful conduct, provided that the Company shall be responsible for payment of all amounts owed under this Agreement through the termination date.
- e. WittKieffer reserves the right immediately to terminate an Engagement and/or this Agreement upon written notice to the Company if the Company engages in or requests that any Interim Executive engage in any unethical or unlawful conduct or requests that any Interim Executive ignore any unethical or unlawful conduct by or involving the Company. Upon such termination, Company shall be responsible for payment of all amounts due through the termination date; and further provided that, if

such termination occurs prior to the expiration of the Minimum Term, the Company shall, upon receipt of an invoice, pay WittKieffer for the remaining period of the Minimum Term.

4. Communications Between the Company and WittKieffer; Cooperation.

The Company shall promptly report any issues, accidents or incidents related to an Engagement and any complaints made regarding the performance or conduct of any Interim Executive to the WittKieffer Relationship Executive. The Parties agree to cooperate fully and to assist the other Party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve any Interim Executive. The Parties acknowledge that their cooperation is critical to any Interim Executive's ability to perform any Interim Executive's duties hereunder successfully and efficiently.

5. Fees, Expenses and Taxes. The Company shall pay to WittKieffer the fees and expenses set forth in Schedule 1 attached hereto for an Engagement. In addition, WittKieffer shall invoice the Company for, and the Company shall pay to WittKieffer for further remittance to the appropriate taxing authorities, any sales or use taxes applicable to the Executive Staffing Services. If the Company is exempt from any such sales or use taxes, then the Company must provide WittKieffer with an exemption certificate satisfactory to WittKieffer. If applicable during an Engagement Term, and until the Parties agree on new bill rates, Company will pay WittKieffer the amount of all new or increased labor costs associated with any Interim Executive that WittKieffer is legally required to pay—such as benefits, payroll taxes, social program contributions and increased rates for pre-approved expenses that any Interim Executive incurs. WittKieffer will disclose the amount and timing of any such increases as soon as WittKieffer becomes aware of such increases and has had a reasonable amount of time to assess the impact of such increases on an Engagement.

6. Payment Terms. WittKieffer shall invoice the Company on a bi-weekly basis, and the Company shall remit payment to WittKieffer within thirty (30) days of the date of the invoice. Payment shall be made by electronic transfer in accordance with the instructions set forth in the invoice or such alternative instructions as may be provided by WittKieffer from time to time. Any amounts not paid when due shall be subject to a service charge equal to 1.5% per month.

7. Hiring/Retaining any Interim Executive Outside this Agreement. If, at any time during an Engagement Term or within twelve (12) months following the termination of an Engagement for any reason, the Company, its parents or any of its subsidiaries or affiliates (each a "Related Entity") directly or indirectly hires or retains the services of any Interim Executive or, in the case of a Referred Candidate, within twelve (12) months following the date of the most recent interview with such Referred Candidate, Company shall pay a conversion fee ("Conversion Fee") to WittKieffer in the amount equal to forty percent (40%) of

Annualized Compensation. "Referred Candidate" means all applicants interviewed by the Company for consideration for an Engagement. "Annualized Compensation" means salary, incentive, signing or other bonuses and any other compensation to be paid to the hired Interim Executive or Referred Candidate. The Conversion Fee is due at the time any Interim Executive or Referred Candidate commences employment or otherwise commences providing services to the Company or a Related Entity and shall be invoiced and paid consistent with the payment terms of this Agreement.

8. **Compliance with Laws.** Company and WittKieffer affirm that they are equal employment opportunity employers and are in full compliance with and will comply with all applicable laws, and regulations regarding the Executive Staffing Services, the evaluation, treatment, qualifications, use and employment and all other terms and conditions of employment, engagement, use, consideration and job related practices related to the selection, use or employment of any Interim Executive and Referred Candidates.
9. **Indemnification.** Each Party shall defend, indemnify and hold harmless the other Party and each of their respective officers, directors, shareholders, employees, representatives, agents, insurers, successors and assigns from and against all claims of third parties, and all associated losses, to the extent arising out of (a) a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

For any claims which trigger indemnity rights for either party, the party being indemnified ("Indemnified Party") agrees to promptly notify the party responsible for indemnification ("Indemnifying Party") in writing of any such claim or suit within ten (10) business days that the pleading, demand letter, or other notice is served upon Indemnified Party. The Indemnifying Party shall have complete control of the defense and settlement of the claim provided that no settlement of an indemnified claim shall be made without the consent of the Indemnified Party, with such consent not to be unreasonably withheld or delayed. Indemnified Party agrees to reasonably cooperate in the defense upon the Indemnifying Party's request. The Indemnified Party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

10. **Limitation of Liability.** WITTKIEFFER'S LIABILITY IN ANY AND ALL CATEGORIES AND FOR ANY AND ALL CAUSES RELATED TO THE EXECUTIVE STAFFING SERVICES AND ANY ENGAGEMENT COVERED BY THIS AGREEMENT AND IN ANY AND ALL CATEGORIES AND FOR ANY AND ALL CAUSES ARISING UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL, IN THE AGGREGATE, NOT EXCEED THE ACTUAL FEES PAID BY THE COMPANY TO WITTKIEFFER FOR THE ENGAGEMENT GIVING RISE TO THE LIABILITY FOR THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. EXCEPT

AS SPECIFICALLY PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR REMOTE, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT OR SPECIAL DAMAGES, WHETHER OR NOT FORESEEABLE, INCLUDING, WITHOUT LIMITATION, INTERRUPTION OR LOSS OF BUSINESS, PROFIT OR GOODWILL. AS A CONDITION FOR RECOVERY OF ANY LIABILITY, THE COMPANY MUST ASSERT ANY CLAIM AGAINST WITTKIEFFER WITHIN THREE MONTHS AFTER DISCOVERY OR 60 DAYS AFTER THE TERMINATION OF THE AGREEMENT UNDER WHICH THE LIABILITY ARISES, WHICHEVER IS EARLIER. ANY PROTECTION AGAINST LIABILITY FOR LOSSES OR DAMAGES AFFORDED ANY INDIVIDUAL OR ENTITY BY THESE TERMS SHALL APPLY WHETHER THE ACTION IN WHICH RECOVERY OF DAMAGES SOUGHT IS BASED ON CONTRACT, TORT (INCLUDING SOLE, CONCURRENT OR OTHER NEGLIGENCE AND STRICT LIABILITY OF ANY PROTECTED INDIVIDUAL OR ENTITY), STATUTE OR ON ANY OTHER THEORY. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES WHICH ARE INCONSISTENT WITH THESE TERMS ARE WAIVED.

11. Insurance.

- a. The Company represents and warrants to WittKieffer that the Company currently maintains general liability, directors and officers liability, professional liability (including network security and data privacy liability) and employment practices liability insurance covering any Interim Executive and WittKieffer in the performance of the Engagement covered by this Agreement in an amount reasonably acceptable to WittKieffer and at no cost to WittKieffer or to any Interim Executive. The Company shall make any needed amendments or necessary endorsements to provide the required coverage. Further, the Company will maintain such insurance coverage with respect to occurrences arising during the Term of this Agreement and for at least five years following the expiration of the Term or will purchase directors and officers, professional liability and employment practices liability insurance extended reporting period or "tail" policy [ies] to cover WittKieffer and any Interim Executive for such five-year time period. The Company's directors and officers, professional liability insurance and employment practices liability insurance must be primary and non-contributory. Upon the execution of this Agreement and at any other time reasonably requested by WittKieffer, the Company shall provide WittKieffer with certificate[s] of insurance evidencing the Company's compliance with the requirements of this Section with appropriate notations in the respective certificates stating that the coverage is extended to any Interim Executive for an Engagement covered by this Agreement.
- b. Any Interim Executive shall receive the benefit of the indemnification and advancement of costs provisions provided by the Company to any of its employees in executive level positions comparable to the position being

filled by any Interim Executive, whether under the Company's charter or by-laws, by contract or otherwise. Notwithstanding anything to the contrary, the Company's insurance coverage for the indemnitees including any Interim Executive shall be specifically primary to (and without allocation against) any other valid and collectible insurance coverage that may apply to the indemnitees (whether provided by WittKieffer or otherwise).

12. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. Company consents to and submits, on an exclusive basis, to the personal jurisdiction and venue of the courts located in and for Cook County, Illinois.

13. Waiver of Jury Trial. The Company and WittKieffer irrevocably and unconditionally agree to waive a trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

14. Ownership of Information/Intellectual Property. An Interim Executive, nor WittKieffer will be entitled to any property interest, real, personal or intellectual property, as it relates to the Company's operating procedures, protocols, and other non-public proprietary business or information relating to performance pursuant to this Agreement (the "Company Proprietary Information"). Notwithstanding the above, to the extent any Interim Executive utilizes items not directly or indirectly pertaining to the Company Proprietary Information that are or were created or developed by any Interim Executive or obtained by any Interim Executive from sources other than the Company and not in connection with this Agreement, it shall be the exclusive property of any Interim Executive, WittKieffer or a third party, as applicable. Nothing contained in this Agreement shall be construed as a license or transfer of the Company Proprietary Information or any portion of it, either during the Term or thereafter, to WittKieffer or to any Interim Executive. Upon the termination of this Agreement, the Company shall have the right to retain all Company Proprietary Information, and any Interim Executive shall return to the Company or otherwise destroy all Company Proprietary Information in any Interim Executive's possession.

WittKieffer agrees to require any Interim Executive to be bound by confidentiality and nondisclosure obligations applicable to Company Proprietary Information, if required by the Company, which shall include privacy and confidentiality obligations applicable to information protected from disclosure by the Health Insurance Portability and Accountability Act ("HIPAA"), and all other federal and state laws governing the confidentiality of patient and/or employee information, to the extent any Interim Executive has access to any such information as part of an Engagement.

The Parties agree that violations of this Section will result in irreparable harm and that, in addition to any other rights and remedies provided by law, the Company or any Interim Executive shall be entitled to seek injunctive relief to enforce the obligations under this Section.

- 15. Cooperation/Witness Fees and Expenses.** The Company agrees promptly to compensate any Interim Executive for time spent following an Engagement in reasonably cooperating in any Company internal investigation or administrative, regulatory, or judicial proceeding in which she or he may be a witness. The Company agrees to compensate any Interim Executive at an hourly rate equivalent to his or her highest compensation rate in effect during an Engagement and promptly to reimburse any Interim Executive for reasonable expenses, including transportation, lodging and meals, upon submission of receipts to the Company for such expenses. Nothing herein shall be construed to require anything other than truthful testimony by any Interim Executive.

In the event WittKieffer is requested pursuant to a subpoena or other legal process to produce any documents or to provide testimony relating to any Engagement in any judicial or administrative proceedings to which WittKieffer is not a party, the Company shall reimburse WittKieffer for any reasonable attorneys' fees and costs in preparing for and responding to requests for documents and providing testimony.

16. Miscellaneous.

- a. Entire Agreement. This Agreement, together with all Schedules, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all other agreements, whether oral or written, between the Parties with respect to its subject matter. No amendment or modification to this Agreement will be valid unless in writing and signed by both Parties. Unless stated otherwise with particularity in a Schedule, the terms and conditions of this Agreement shall control the rights, obligations, and relationship between the parties as to an Engagement. This Agreement shall supersede and control the terms of the relationship regardless of any subsequent purchase order or other document issued by Company.
- b. Counterparts and Digitally Transmitted Signature. This Agreement may be executed in one or more counterparts by the Parties which, taken together, shall constitute one binding Agreement. The Parties agree that this Agreement and any other documents to be delivered in connection with this Agreement may be electronically signed and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

- c. Severability. If any provision of this Agreement is found by an arbitrator or court of competent jurisdiction to be unenforceable, in whole or in part, that provision will be deleted, modified, or limited to the degree necessary to make the remaining provisions enforceable to the maximum extent allowable by law.
- d. Waiver. Except as expressly provided in this Agreement, neither Party will be deemed to have waived any rights or remedies accruing under this Agreement unless such waiver is in writing and signed by the Party electing to waive the right or remedy. The waiver by any Party of a breach or violation of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement.
- e. Force Majeure. Neither Party will be liable for any delay or failure to perform under this Agreement (other than with respect to payment obligations) to the extent such delay or failure is a result of an act of God, war (declared or undeclared), earthquake, civil disobedience, court order, labor dispute, pandemic/epidemic, acts of terrorism or other cause beyond such Party's reasonable control. This Paragraph shall not apply to the payment obligations of either party hereunder.
- f. Independent Contractor. The relationship of the Parties to each other is that of independent contractors. Neither Party shall be deemed to be the legal representative of the other nor shall either Party act for or on behalf of the other Party without the express prior written approval of the other Party. Nothing contained in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship between the Parties.
- g. Assignability. Neither Party may assign its rights or obligations under this Agreement without the express written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Nothing in this Agreement will confer any rights upon any person or entity other than the Parties hereto and their respective successors and permitted assigns.
- h. Surviving Provisions. The termination of this Agreement or any Engagement will not destroy or diminish the binding force and effect of any of the provisions of this Agreement or any Schedule that expressly, or by reasonable implication, come into or continue in effect on or after such termination, including, without limitation, provisions relating to payment of fees and expenses (including witness fees and expenses), or the hiring or retention of the services of any Interim Executive or a Referred Candidate.

- i. Construction. The parties acknowledge that this Agreement is the result of continual and ongoing negotiation between the Parties. The Parties have arrived at this Agreement through the exercise of equal bargaining power and any ambiguities herein should be construed against neither Party but should be given a fair and reasonable interpretation. The headings or captions of Sections in this Agreement are for reference only, do not define or limit the provisions of such Sections and shall not affect the interpretation of such provisions.
- j. Notices. All formal notices and other formal communications with respect to this Agreement shall be in writing sent by (i) personal delivery; (ii) nationally recognized overnight delivery service with proof of delivery; (iii) United States mail, postage prepaid, registered or certified mail return receipt requested addressed to such party; (iv) by email with proof of delivery; (v) or verbally in person or by telephone call to the other party provided that verbal notice must be followed within 24 hours by email with proof of delivery. In any case, notice shall be sent to the Party at its address specified below or to such other address as the Party shall designate in writing sent in accordance with this Paragraph. All notices, regarding this Agreement shall sent the respective Party, as follows:

If to the Company:

Company Name Arbor Health
Address 521 Adams Ave.
Address
City/State/Zip Morton, WA. 98356
Attention: Shana Garica
Email: sgarica@myarborhealth.org

If to WittKieffer:

Witt/Kieffer Inc.
2015 Spring Road
Suite 510
Oakbrook, IL 60523
Attention: Chief Financial Officer
With a copy to: contracts@wittkieffer.com

17. Enforcement and Breach of Agreement/Collection of Fees and Expenses.

If either Party breaches any of its obligations under this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees and costs incurred in enforcing the Agreement. The Company agrees to reimburse WittKieffer for all costs and expenses (including, without limitation, reasonable attorneys' fees, court costs and arbitration fees) incurred by WittKieffer in the collection of any monies due under this Agreement.


18. Mediation/Arbitration.

- a. The Parties agree that any and all claims and disputes relating in any way to this Agreement or the breach of this Agreement (including any and all disputes regarding the validity, scope, and enforceability of this arbitration provision) shall be resolved first through mediation conducted in Chicago, Illinois in accordance with the Commercial Arbitration and Mediation Rules of the American Arbitration Association ("AAA") in effect as of the Effective Date of this Agreement ("AAA Rules"). Mediation shall be commenced by either Party in writing delivered to the other Party and filed with AAA. Disputes not resolved through mediation shall be subject to binding arbitration in Chicago, Illinois, in accordance with the AAA Rules and initiated by the service of a written notice by one Party to the other of the intent to arbitrate and filing of such notice with the AAA. Each Party shall bear its own costs and expenses of mediation and arbitration and shall pay its pro rata share of any joint fees, costs, and expenses of arbitration including, without limitation, the costs and fees of the arbitrator and of the American Arbitration Association. Judgment on the award rendered by the Arbitrator[s] may be entered in any court having jurisdiction thereof. The Parties agree that any Party may seek and obtain from a court any injunctive or equitable relief necessary to maintain (and/or to restore) the status quo or to prevent the possibility of irreversible or irreparable harm pending final resolution by arbitration; that the Parties may bring an action in court to compel arbitration under this Agreement; and that the Parties may bring an action in court to enforce an arbitration award. Notwithstanding the foregoing, the arbitrator(s) may not award any damages that are prohibited under this Agreement, including Section 10. For purposes of any court action or proceeding permitted under this Paragraph 18, the Company consents to and submits to, on an exclusive basis, the personal jurisdiction and venue of the courts located in Chicago, Illinois.


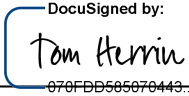
19. Data Privacy. During any Engagement, WittKieffer may provide the Company with personally identifiable information ("Personal Information") related to any Interim Executive, Referred Candidates, participants in assessments provided as part of an Engagement and/or persons who provide any view or opinion regarding the qualities or abilities of any Referred Candidate or participant, for any purpose. WittKieffer takes data privacy seriously and is committed to protecting the confidentiality of Personal Information consistent with applicable data privacy laws. The Personal Information WittKieffer provides to the Company is provided only for use by the Company in each Engagement and may not be shared by the Company with any other person or entity. The Company agrees to use the Personal Information only for each Engagement, to protect the confidentiality and security of Personal Information consistent with the requirements of this Agreement and applicable law relating to data protection and to destroy all such Personal Information immediately following termination of each Engagement, or sooner if requested to do so by WittKieffer in writing.

IN WITNESS WHEREOF, the Parties have caused this Agreement, including any Schedules, to be executed by their duly authorized representatives as of the dates set forth below.

WITT/KIEFFER INC.

By: 
 Name: Adam Burns
 Title: Principal, Interim Leadership
 Date: 1/31/23

ARBOR HEALTH

DocuSigned by:

 By: 
 Name: Tom Herrin,
 Title: Board Chairperson
 Date: 2/3/2023

Invoices to be sent as noted below. (Note: Invoices will be submitted to the email address provided below unless otherwise directed by Company.):

Email: commissionerHerrin@myarborhealth.org
 Name: Tom Herrin
 Mailing Address: 521 Adams ave. Morton WA. 98356
 Phone: 13606309980

Schedule 1 to Interim Services Agreement for Interim Chief Executive Officer

This Schedule is entered into in connection with that certain Interim Services Agreement, dated February 2, 2023, by and between Witt/Kieffer Inc. ("**WittKieffer**") and **ARBOR HEALTH** (the "**Company**").

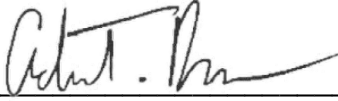
1. **Position:** Interim Chief Executive Officer
2. **Company Manager:** Tom Herrin, Board Chairperson
3. **WittKieffer Relationship Executive:** Brian Krehbiel Managing Partner and Practice Leader Interim Leadership
4. **Engagement Effective Date:** 2/20/2023
5. **Extended Engagement Term:** If Engagement Term extends beyond twelve (12) months, the Parties will mutually agree to an increased weekly rate to accommodate for taxes applied to out-of-pocket expenses.
6. **Fees:** The Company will pay to WittKieffer a fee of \$ **8450 per week** for the services of the Interim Executive. The fees will not be pro-rated for holidays, sick days or for such other times, in amounts of time that the Interim Executive is on leave under the WittKieffer paid time-off policy. DS
TH
7. **Reimbursement of Expenses:** The Company will reimburse WittKieffer directly for all reasonable travel, lodging and other out-of-pocket expenses incurred by the Interim Executive in connection with the performance of an Engagement. In addition, the Company will reimburse WittKieffer directly for the reasonable travel costs of the WittKieffer Relationship Executive incurred in connection with this Agreement.
8. **Billings:** WittKieffer will submit invoices for Fees and expenses in full week increments and invoices will be submitted after each bi-weekly payroll period.
9. **Description of Interim Executive Engagement:**
 - a. The Interim Executive will perform the following functions:
 - [INSERT JOB DESCRIPTION]
 - b. Additional Services. If the Company desires additional services, over and above the services detailed in this section or to change the services the Interim Executive is providing, the additional and/or revised services shall be engaged and provided on a mutually agreeable and negotiated basis.

No additional services shall be undertaken by the Interim Executive without a written agreement or amendment duly executed by the Parties.

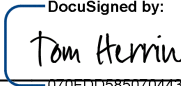
10. Board Services.

If the Company elects or appoints the Interim Executive to the Company's board of directors, operating committee or other similar governing body (collectively, "Board Services"), the Interim Executive will provide the Board Services in the Interim Executive's individual capacity and not in the capacity as an Interim Executive. For the avoidance of doubt, WittKieffer is not providing any Board Services to the Company under the Agreement, and WittKieffer is not responsible for any actions or omissions of the Interim Executive for any Board Services the Interim Executive personally may provide.

WITT/KIEFFER INC.

By: 
 Name: Adam Burns
 Title: Principal, Interim Leadership
 Date: 1/31/23

ARBOR HEALTH

DocuSigned by:
 By: 
 Name: Tom Herrin,
 Title: Board Chairperson
 Date: 2/3/2023

Certificate Of Completion

Envelope Id: FD44ADAF8FBC4728A7D7615B33839D6A

Status: Completed

Subject: Complete with DocuSign: DRAFT WK-Arbor Health Master Interim CLIENT Services Agreement.pdf

Source Envelope:

Document Pages: 14

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 1

Marissa Allen

AutoNav: Enabled

mallen@wittkiever.com

Enveloped Stamping: Enabled

IP Address: 107.218.202.102

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Marissa Allen

Location: DocuSign

1/31/2023 12:02:13 PM

mallen@wittkiever.com

Signer Events

Tom Herrin

commissionerherrin@myarborhealth.org

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:


070FDD585070443...

Signature Adoption: Pre-selected Style

Using IP Address: 98.97.33.105

Timestamp

Sent: 1/31/2023 12:07:45 PM

Viewed: 1/31/2023 2:27:58 PM

Signed: 2/3/2023 11:11:51 AM

Electronic Record and Signature Disclosure:

Accepted: 1/31/2023 2:27:58 PM

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Katie O'Risky

korisky@wittkiever.com

Witt/Kieffer Inc.

Security Level: Email, Account Authentication
(None)**COPIED**

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marissa Allen

mallen@wittkiever.com

Witt/Kieffer Inc.

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 1/31/2023 12:07:46 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Shannon Kelly

skelly@myarborhealth.org

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 1/31/2023 12:07:46 PM

Viewed: 1/31/2023 12:12:31 PM

Electronic Record and Signature Disclosure:

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Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	2/2/2023 2:17:11 PM
Certified Delivered	Security Checked	1/31/2023 2:27:58 PM
Signing Complete	Security Checked	2/3/2023 11:11:51 AM
Completed	Security Checked	2/3/2023 11:11:51 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Witt/Kieffer Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Witt/Kieffer Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: robertm@wittkieffer.com

To advise Witt/Kieffer Inc. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at robertm@wittkieffer.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Witt/Kieffer Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to robertm@wittkieffer.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Witt/Kieffer Inc.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to robertm@wittkiewer.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Witt/Kieffer Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Witt/Kieffer Inc. during the course of your relationship with Witt/Kieffer Inc..

SUPERINTENDENT REPORT