SHERMAN COUNTY HEALTH DISTRICT

Board of Directors Meeting August 10th, 2023 Meeting Time: 5:30 PM Meeting Pursuant to ORS 440

AGENDA ITEMS SUBJECT TO CHANGE

Call to order

Visitor's comments on agenda items (Discussion to be regarding agenda items only):

Consent Items:

- A. Approval of the minutes from July 2023 Board Meeting
- B. Financial Report/ Payment of Bills for July 2023
- C. Patient Report for July 2023

PA & Administration Report

Old Business:

- A. Commercial Lease Agreement for Center for Living Apartment #1 and #2
- B. Upstairs Apartments Update on contracted work
- C. Solar + Storage Grant

New Business

A. Flu Shot Clinic - October

Good of the Order

Adjournment

NEXT MEETING DATE THURSDAY, SEPTEMBER 14TH, 2023

Send minutes with Agenda

** If necessary, an Executive Session may be held pursuant to ORS 192.660(2): (a) Employment; (c) Medical; (d) Labor Negotiations; (e) Property; (f) Records Exempt by Law from Public Inspection; (h) Legal Rights; (i) Personnel

Link to join meeting via Microsoft Teams:

https://teams.microsoft.com/l/meetup-

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Sherman County Health District Board of Directors Meeting Minutes

Regular Board Meeting

July 13, 2023

Moro, Oregon

Present:

Board Members: President Bert Perisho, Vice President Jayme Mason (absent), Director Janice

Strand, Director Mike McArthur, Director Linda Cornie

Staff: Caitlin Blagg, District Administrator

Visitor:

Call to Order: President Perisho called the meeting to order at 5:33 p.m.

Visitor's comments on agenda items (Discussion to be regarding agenda items only):

Consent Items

- A. MAY 2023 REGULAR MEETING MINUTES: After reviewing the minutes from the May 11th, 2023, Regular Board meeting, Director McArthur made a motion to accept the minutes as written. Director Strand seconded. No discussion. Motion carried (unanimous).
- B. <u>JUNE 2023 REGULAR MEETING MINUTES:</u> After reviewing the minutes from the June 8th, 2023, Regular Board meeting, **Director McArthur made a motion to accept the minutes as written. Director Strand seconded.** No discussion. Motion carried (unanimous).
- C. FINANCIAL REPORT: Handed out was a financial report put together by District Administrator Blagg stating the District's cash on hand as of the end of May 2023 was \$457,561.39 and June was \$404,204.25. Also presented was a Profit & Loss statement as of May and June 2023 and year-to-date budget vs actual report. The check register for May and June 2023 was gone over to explain some of the different costs.

Fiscal Year 2022-2023 ended with \$50,431.03 profit and we were well within all budget limits. Cash on hand for the beginning of FY 2023-2024 was budgeted to be \$400,000 and we are going into the year at \$404,000.

Director McArthur made a motion to accept the financial report for May and June 2023. Director Strand seconded. No discussion. Motion carried (unanimous).

D. <u>PATIENT REPORT</u>: The patient report for May and June 2023 was given to the Board members for review. The average provider patient per day number was 7.0 for May and 8.23 for June and the average number of Medical Assistant visits per day was 4.12 for May and 4.46 for June. These nursing visits were only the visits that were scheduled as a nursing

visit; they do not include any 'add on labs' that clinicians might have requested as part of an office visit.

The fiscal year ended with a total of 1429 office visits and 820 MA visits.

PA-C & Administration Report

A. Caitlin Blagg, District Administrator: District Administrator Blagg let the Board know Erin Haines has been working with the AAPA supported by the Cleveland Clinic on dementia and Alzheimer's research. Several news stations have reached out to Erin to learn more about this study and research. Ms. Blagg gave the Board a copy of the article that was in The East Oregonian. Another article should be coming out on KGW/NBC today or tomorrow. The article in the East Oregonian has been liked on the Clinic's Facebook page.

Old Business

- **A.** <u>UPSTARIS APARTMENTS:</u> Ms. Blagg stated that both apartments are empty. Riverside Construction should be here in the middle of August to do the floors and paint work. Ms. Blagg will send a copy of the lease agreement to Center for Living to review and discuss. Hopefully, Center for Living can move into the space on September 1st.
- **B.** <u>SECURITY SYTEM:</u> District Administrator Blagg stated that ASET has completed the installation of the new security system. This was partially funded by the SDAO Safety and Security Grant. She showed the Board the website and how the system works. There was some discussion about adding more cameras if we ever needed to.

New Business

- A. <u>SOLAR DEVELOPMENT DISCUSSION:</u> Director McArthur led the discussion on adding solar power plus solar storage power to the clinic. With the recent generator issues, Director McArthur proposed the clinic investigate solar energy. Mid-Columbia Economic Development District (MCEDD) has helped other public entities get funding recently, as there are many money streams that are offering grants for solar energy. **Director Cornie made a motion to move forward with looking into getting a solar plus storage resilience system. Director Strand seconded. No discussion. Motion carried (unanimous).** Director McArthur will put Ms. Blagg in contact with Jacqui Schei from MCEDD to get started on the process of gathering information about this project.
- **B.** EXAM TABLE/CHAIR: District Administrator Blagg stated that we will need to purchase a new exam table/chair for Exam Room #2. Ms. Blagg is looking for refurbished models to try an alleviate some cost.
- C. <u>RTO AUDIT LETTERS:</u> District Administrator Blagg handed out the annual Responsible Party letters to all board members and asked them to fill them out so she could return them to RTO.
- **D.** EXPANSION OF SERVICES IV THERAPY: With the support of Erin Haines, the Clinic has decided to expand our services by offering IV nutrient therapy. IV nutrient therapy can boost the immune system, assist with muscle endurance and recovery, enhance

energy levels, provide instant hydration, and promote overall well-being. Ms. Blagg explained that the process would take about 30 minutes per treatment, and this would be cash-only, pay at the time of service.

Good of the Order:

Adjourn

Linda Cornie

Director Strand made a motion to adjourn the meeting. Director Cornie seconded. The meeting adjourned at 6:30 p.m.

The next Board Meeting will be on Thursday, August 10th, 2023, at 5:30 pm, in the Administration Office.

Respectfully submitted, Caitlin Blagg District Administrator		
Board President Bert Perisho	Vice-President Jayme Mason	
Director Janice Strand	Director Mike McArthur	
Director	Date	

Sherman County Medical Clinic Balance Sheet As of July 31, 2023

	Jul 31, 23
ASSETS Current Assets Checking (Sovings)	
Checking/Savings CHECKING OREGON TREASURY INV. POOL	43,395.32 342,499.97
Total Checking/Savings	385,895.29
Total Current Assets	385,895.29
TOTAL ASSETS	385,895.29
LIABILITIES & EQUITY Liabilities Current Liabilities Other Current Liabilities PAYROLL LIABILITIES State Transit Tax 125 Health Insurance - Blagg Flex 125 - Blagg Flex 125 - Haines Flex 125 - Mayfield Flex 125 - Dornbirer Flex 125 - von Borstel IRA - Mayfield IRA - Dornbirer IRA - von Borstel PAYROLL LIABILITIES - Other	-276.49 -45.35 -828.54 1,045.48 -938.22 1,020.31 55.88 85.00 58.00 20.00 4,855.74
Total PAYROLL LIABILITIES	5,051.81
Total Other Current Liabilities	5,051.81
Total Current Liabilities	5,051.81
Total Liabilities	5,051.81
Equity Retained Earnings Net Income	400,140.27 -19,296.79
Total Equity	380,843.48
TOTAL LIABILITIES & EQUITY	385,895.29

Sherman County Medical Clinic Profit & Loss

Ju	ly	20	23
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	Jul 23
Ordinary Income/Expense	
Income CLINIC INCOME Capitation2 EHR Payments Managed Care Reimbursment-Wraps	522.00 16,352.98 10,167.49
Total CLINIC INCOME	27,042.47
INTEREST PCPCH OFC/APT RENT	1,273.22 8,316.50 2,239.00
PHARMACY	129.05
RECEIVED GRANTS/LOANS Phone Triage Reimbursement	226.00
Total RECEIVED GRANTS/LOANS	226.00
Total Income	39,226.24
Gross Profit	39,226.24
Expense PERSONAL SERVICES EMPLOYEE PAYROLL EXPENSES Physician Assistant - EH Administrator - CB Medical Asst/ Referrals JM Receptionist - LVD Billing Clerk - BvB Community Care Worker/ MA - SP Employee Insurance and Benefits Employee Insurance Flex Fees	12,356.80 5,715.20 4,414.00 3,791.22 3,274.41 3,119.22 7,243.15 75.00
Total Employee Insurance and Benefits	7,318.15
P/R Taxes	2,373.36
Unemployment	397.98
Total EMPLOYEE PAYROLL EXPENSES	42,760.34
Total PERSONAL SERVICES	42,760.34
MATERIALS AND SERVICES CONTRACTED HEALTH CARE COST Supervising Physician	1,750.00
Total CONTRACTED HEALTH CARE COST	1,750.00
ADMINISTRATION AND AUDIT Bank Service Charges Credit Card Fee Monthly Maintenance Fee	213.26 0.10
Total Bank Service Charges	213.36
Licenses and Permits	240.00

Sherman County Medical Clinic Profit & Loss

July 2023

	Jul 23	
Miscellaneous Advertisement* Payroll Processing Miscellaneous - Other	1,054.60 156.00 1,050.90	
Total Miscellaneous	2,261.50	
Office Supplies	602.53	
Total ADMINISTRATION AND AUDIT	3,317.3	9
EDUCATION AND TRAINING Trainings, Registrations, Dues	27.45	
Total EDUCATION AND TRAINING	27.4	5
UTILITIES Electric Hazardous Waste Disposal Shredding/Paper Disposal Telephone Water and Sewer 109 Scott Street Garbage 109 Water/Sewer 109	513.95 140.07 164.02 619.32 246.00 61.68 123.00	
Total 109 Scott Street	184.68	
Total UTILITIES	1,868.0)4
MEDICAL SUPPLIES Phone Triage MEDICAL SUPPLIES - Other	415.00 2,310.73	
Total MEDICAL SUPPLIES	2,725.7	73
PHARMACY2	97.5	53
INSURANCE AND LEGAL FEES Clinic Insurance Dishonesty Bond Workers Comp	150.00 1,599.04	
Total Clinic Insurance	1,749.04	
Total INSURANCE AND LEGAL FEES	1,749.0)4
BUILDING SUPPLIES/ MAINTENANCE Janitorial Maintenance Work	123.75 120.00	
Total BUILDING SUPPLIES/ MAINTENANCE	243.7	75
COMPUTER, SOFTWARE, EMR Computer Equipment and Software	1,734.00	
Total COMPUTER, SOFTWARE, EMR	1,734.0	00
EHR SYSTEM Billing Clearinghouse	179.86	

Sherman County Medical Clinic Profit & Loss July 2023

	Jul 23
EHR SYSTEM - Other	669.90
Total EHR SYSTEM	849.76
Total MATERIALS AND SERVICES	14,362.69
DEBT SERVICE Mortgage-Interest Mortgage Principal	770.95 629.05
Total DEBT SERVICE	1,400.00
Total Expense	58,523.03
Net Ordinary Income	-19,296.79
Net Income	-19,296.79

12:17 PM 08/04/23 Accrual Basis

Sherman County Medical Clinic July 2023

Date	Num	Name	Memo	Amount	Description
07/03/2023		PD-RX PHARMACUTICAL		-97.53	Pharmacy
07/05/2023		IRS		-3,773.18	Federal Taxes
		Oregon Department of			
07/05/2023		Revenue			State Taxes
07/05/2023	90522	CITY OF MORO		-369.00	Water/Sewer
07/05/2023	90523	Impact Office Systems	Copier Fees	-114.65	Copier Fees
07/05/2023	Conf1041	gorge.net		-309.66	Telephone
07/05/2023	Conf1042	Ability Network Inc.		-179.86	Billing Clearinghouse
07/05/2023	Conf1043	PACIFIC POWER		-241.47	Electric
07/05/2023	Conf1044	STERICYCLE		-140.07	Hazardous Waste
07/05/2023	Conf1045	KATRINA WILSON	8.25 hours @ \$15/hr	-123.75	Janitorial
07/05/2023	Conf1046	Streamline	Annual Website Fees	-1,200.00	Annual Webiste Fees
07/05/2023	Conf1047	Iron Mountain		-164.02	Shredding
07/05/2023		McKesson Medical Surgical		-365.32	Medical Supplies
07/05/2023	90525	BANK OF EASTERN OR.		-1,400.00	Mortgage
07/05/2023	90524	SDIS	August 2023	-7,243.15	Employee Insurance
07/05/2023		NorthAmerican Bankcard	June 2023	-213.26	Credit Card Fee
					Advertiseing and EHR
07/06/2023	Conf1050	Visa		-1,684.50	System
07/06/2023		QUILL	Toner and Tape	-487.88	Toner and Tape
07/10/2023		ASI-FLEX	June 2023	-75.00	Flex Fees
07/13/2023		Merrill Lynch		-1,246.00	IRA Contributions
07/13/2023		Amazon.com	Ear Cleaner	-31.99	Ear Cleaner
07/13/2023		ASI-FLEX	Flex Reimbursement	-67.83	Flex Reimbursement
07/14/2023	489			-9,524.70	Payroll
07/14/2023	10116	Shawn Payne		-1,170.20	Payroll
07/14/2023		NorthWest Payroll Solutions	#489	-106.00	Payroll Processing
07/14/2023	9850	SAIF	Policy: 100058023	-1,599.04	Workers Comp
07/14/2023	9851	SHERMAN COUNTY CLERK	Account: 1057	-1,035.90	Election Fees
07/44/0000	0050	Oregon Department of	Invaine AIOCZCAO	4 005 50	Vaccinas
07/14/2023		Human Services - OFS	Invoice: Al057510		Vaccines
07/14/2023	9853	PERS CLIA LABRATORY	ER No: 8262	-15.00	PERS Fees
07/14/2023	9854	PROGRAM	CLIA: 38D0956419	-240 00	CLIA License
07/16/2023		Microsoft Office 360	MS Office Subscription		MS Office Subscription
07/19/2023		IRS	WIO OTHOG OUDSCRIPTION		Federal Taxes
0111012020		Oregon Department of		-5,044.71	I Cuciai Taxes
07/19/2023		Revenue		-912.93	State Taxes
07/25/2023		FoneMed			Phone Triage
		Meriplex Solutions	Tech Support		Tech Support
		THE DALLES DISPOSAL			Garbage 109
07/25/2023					Telephone
07/25/2023		Construction of the contract o			Electric
07/26/2023		Dr. Kristen G. Dillon	June 2023		Supervising Physician
07/26/2023			Funds Transfer	30,000.00	

12:17 PM 08/04/23

Sherman County Medical Clinic July 2023

Accrual Basis 07/27/2023 Merrill Lynch -1,246.00 IRA Contributions 07/28/2023 490 -10,976.08 Payroll NorthWest Payroll Solutions #490 -50.00 Payroll Processing 07/28/2023 -40.00 Advertisement 07/28/2023 9855 Sherman County Fair Commercial Table 2023 07/28/2023 9856 OLD REPUBLIC SURETY Bond: YPO2133040 -150.00 Dishonesty Bond SHERMAN COUNTY 07/28/2023 9857 **EMERGENCY SERVICES** -27.45 CPR Training 07/28/2023 9858 JERRILEA MAYFIELD -8.86 Medical Supplies -120.00 Landscaping Work 07/28/2023 9859 Teresa Farmer 07/29/2023 Dragon Dictation Software -79.00 Dictation Software Oregon Department of Revenue -795.96 Unemployment Tax 07/31/2023 -27,844.76 -27,844.76 President Vice President Bert Perisho Jayme Mason Director Director Janice Strand Mike McArthur Director Date Linda Cornie

July 2023 through June 2024

Cash	Basis

Total Clinic Insurance

1,749.04

	Jul '23 - Jun 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense Income				
Income CLINIC INCOME Capitation2 EHR Payments Managed Care Reimbursment-Wraps CLINIC INCOME - Other	522.00 17,362.69 10,167.49 0.00	200,820.00	-200,820.00	0.0%
Total CLINIC INCOME	28,05	52.18 200,820.00	-172,767.82	14.0%
COMMUNITY SERVICE FEES		0.00 20,447.00	-20,447.00	0.0%
COUNTY TAXES INTEREST	1 22	0.00 308,182.00 73.22 5,951.00		0.0% 21.4%
PCPCH	8,3	16.50		
OFC/APT RENT		39.00 21,600.00		10.4%
PHARMACY RECEIVED GRANTS/LOANS	18	52.05 2,557.00	-2,404.95	5.9%
Phone Triage Reimbursement	339.00			
Total RECEIVED GRANTS/LOANS	33	39.00	<u> </u>	
Total Income	40,3	71.95 559,557.00	-519,185.05	7.2%
Gross Profit	40,3	71.95 559,557.00	-519,185.05	7.2%
Expense PERSONAL SERVICES EMPLOYEE PAYROLL EXPENSES Physician Assistant - EH Administrator - CB Medical Asst Referrals JM Receptionist - LVD Billing Clerk - BvB Community Care Worker/ MA - SP Employee Insurance and Benefits Employee Insurance Flex Fees	12,356.80 5,715.20 4,414.00 3,791.22 3,274.41 3,119.22 7,243.15 150.00			
Employee Insurance and Benefits - Other	0.00	183,162.00	-183,162.00	0.0%
Total Employee Insurance and Benefits	7,393.15	183,162.00	-175,768.85	4.0%
P/R Taxes	3,598.12	38,039.00	-34,440.88	9.5%
Unemployment	397.98	13,479.00	-13,081.02	3.0%
Unemployment to Former Employee EMPLOYEE PAYROLL EXPENSES - Other	0.00	25,000.00 474,906.00	-25,000.00 -474,906.00	0.0% 0.0%
Total EMPLOYEE PAYROLL EXPENSES	44,060.10	734,586.00	-690,525.90	6.0%
PERSONAL SERVICES - Other	0.00	734,586.00	-734,586.00	0.0%
Total PERSONAL SERVICES	44,0	60.10 1,469,172.00	-1,425,111.90	3.0%
MATERIALS AND SERVICES PROPERTY TAX CONTRACTED HEALTH CARE COST Supervising Physician CONTRACTED HEALTH CARE COST - Ot	0.00 1,750.00 0.00	2,384.00 31 950.00	-2,364.00 -31,950.00	0.0%
Total CONTRACTED HEALTH CARE COST	1,750.00	31,950.00	-30,200.00	5.5%
ADMINISTRATION AND AUDIT Bank Service Charges Credit Card Fee Monthly Maintenance Fee	213.26 0.10			
Total Bank Service Charges Licenses and Permits	213.36 240.00			
Miscellaneous Advertisement* Payroll Processing Miscellaneous - Other	1,054.60 156.00 1,050.90			
Total Miscellaneous	2,261.50			
Office Supplies	602.53			
ADMINISTRATION AND AUDIT - Other Total ADMINISTRATION AND AUDIT	0.00	46,885.00 46,885.00	-46,885.00 -43,567.61	7.1%
EDUCATION AND TRAINING		40,005.00	-43,307.01	7.170
Trainings, Registrations, Dues EDUCATION AND TRAINING - Other	27.45 0.00	10,394.00	-10,394.00	0.0%
Total EDUCATION AND TRAINING	27.45	10,394.00	-10,366.55	0.3%
UTILITIES Electric Hazardous Waste Disposal Shredding/Paper Disposal Telephone Water and Sewer 109 Scott Street Garbage 109 Water/Sewer 109	513.95 140.07 164.02 619.32 246.00 61.68			
Total 109 Scott Street	184.68			
UTILITIES - Other	0.00	17,857.00	-17,857.00	0.0%
Total UTILITIES	1,868.04	17,857.00	-15,988.96	10.5%
MEDICAL SUPPLIES Phone Triage MEDICAL SUPPLIES - Other	415.00 2,310.73	30,308.00	-27,997.27	7.6%
Total MEDICAL SUPPLIES	2,725.73	30,308.00	-27,582.27	9.0%
PHARMACY2 INSURANCE AND LEGAL FEES Clinic Insurance Dishonesty Bond	97.53	2,557.00	-2,459.47	3.8%
Workers Comp	1,599.04			

Sherman County Medical Clinic

2016-2017 Profit & Loss Budget vs. Actual

Cash Basis July 2023 through June 2024

	Jul '23 - Jun 24	Budget	\$ Over Budget	% of Budget	
INSURANCE AND LEGAL FEES - Other	0.00	20,453.00	-20,453.00	0.0%	
Total INSURANCE AND LEGAL FEES	1,749.04	20,453.00	-18,703.96	8.6%	
BUILDING SUPPLIES/ MAINTENANCE Janitorial Maintenance Work BUILDING SUPPLIES/ MAINTENANCE	123.75 120.00 0.00	4,720.00	-4,720.00	0.0%	
Total BUILDING SUPPLIES/ MAINTENANCE	243.75	4,720.00	-4,476.25	5.2%	
COMPUTER, SOFTWARE, EMR Computer Equipment and Software COMPUTER, SOFTWARE, EMR - Other	2,668.92 0.00	15,545.00	-15,545.00	0.0%	
Total COMPUTER, SOFTWARE, EMR	2,668.92	15,545.00	-12,876.08	17.2%	
EHR SYSTEM Billing Clearinghouse EHR SYSTEM - Other	179.86 669.90	10,315.00	-9,645.10	6.5%	
Total EHR SYSTEM	849.76	10,315.00	-9,465.24	8.2%	
MATERIALS AND SERVICES - Other	0.00	193,348.00	-193,348.00	0.0%	
Total MATERIALS AND SERVICES	15,297.61	386,696.00	-371,398.39		4.0%
CAPITAL OUTLAY******** Building Remodel	0.00	25,000.00	-25,000.00	0.0%	
Medical Equipment Office Equipment CAPITAL OUTLAY******* - Other	0.00 0.00 0.00	10,000.00 10,000.00 45,000.00	-10,000.00 -10,000.00 -45,000.00	0.0% 0.0% 0.0%	
Total CAPITAL OUTLAY*******	0.00	90,000.00	-90,000.00		0.0%
DEBT SERVICE Mortgage-Interest Mortgage Principal DEBT SERVICE - Other	770.95 629.05 0.00	9,255.00 7,545.00 16,800.00	-8,484.05 -6,915.95 -16,800.00	8.3% 8.3% 0.0%	
Total DEBT SERVICE	1,400.00	33,600.00	-32,200.00		4.2%
OPERATING CONTINGENCY********	0.00	35,077.00	-35,077.00		0.0%
Total Expense	60,757.71	2,014,545.00	-1,953,787.29		3.0%
Net Ordinary Income	-20,385.76	-1,454,988.00	1,434,602.24		1.4%
Net Income	-20,385.76	-1,454,988.00	1,434,602.24		1.4%

Provider Patient Report

2023-2024	Number of Office Visits	Open/Days Provider was in	Provider Absent # of Days (Personal Leave)	Clinic Related Leave	Provider Coverage	Reason for Provider Leave or Clinic Closed	Average Patients per	Notes
July	100	20/12	4			Personal	8.33	No Fridays, 1 Holiday
August								
September								
October								
November								
December								
January								
February								
March								
April								
Мау								
June								
Total:	100		4	0	0			
						Annual Average number of visits/day:	69.0	
		Number of Visits:	2022-2023	1429	7.69			
			2021-2022	1388	7.58			
			2020-2021	1219	6.64			
			2019-202C	1536	8.4			
			2018-2015	1428	6.78			
			2017-2018	1537	09.9			
			2016-2017	1625	7.19			
			2015-2016	1912	8.22			
			2014-2015	2091	9.63			
			2013-2014	1952	8.85			

MA Patient Report

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	10.19	10.19

COMMERCIAL LEASE

This Lease Agreement (this "Lease") is dated as of September 01, 2023, by and between Sherman County Health District ("Landlord"), and Mid-Columbia Center for Living ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant a 880 square foot apartment to be used as office space. (the "Premises") located at 110 Main Street #1, Moro, OR 97039.

TERM. The lease term will begin on September 01, 2023 and will terminate on August 31, 2025.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$1,000.00, payable in advance on the first day of each month. Lease payments shall be made to the Landlord at PO Box 186, Moro, Oregon 97039. The payment address may be changed from time to time by the Landlord.

SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$500.00 to be held and disbursed for Tenant damages to the Premises (if any) as provided by law.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for providing behavioral health services The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

FURNISHINGS. The following furnishings will be provided: Refrigerator, oven Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$1,000,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of 2 years per renewal term, unless either party gives written notice of termination no later than 90 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

MAINTENANCE.

Landlord's obligations for maintenance shall include:

- the roof, outside walls, and other structural parts of the building
- the sewer, water pipes, and other matters related to plumbing
- the electrical wiring

Tenant's obligations for maintenance shall include:

- the parking lot, driveways, and sidewalks, including snow and ice removal
- all other items of maintenance not specifically delegated to Landlord under this Lease.

UTILITIES AND SERVICES.

Landlord shall be responsible for the following utilities and services in connection with the Premises:

- water and sewer

Tenant shall be responsible for the following utilities and services in connection with the Premises:

- electricity
- heating
- garbage and trash disposal
- janitorial services
- telephone service

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay to Landlord (if any), other than those to be paid directly to the third-party provider.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 90 days' written notice to Tenant that the Premises have been sold.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$5,000.00, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenantable. However, if the damage is not repairable within sixty days, or if the cost of repair is \$5,000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses)

suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For any payment that is not paid within 10 days after its due date, Tenant shall pay a late fee of \$50.00.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$25.00 for each check that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Sherman County Health District 110 Main Street, PO Box 186 Moro, Oregon 97039

TENANT:

Mid-Columbia Center for Living 110 Main Street #1 Moro, OR 97039

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Oregon.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

Sherman County Health District	
By: Caitlin Blagg, District Administrator	Date:
TENANT: Mid-Columbia Center for Living	
By: Jamie Preston, Deputy Director	Date:

LANDLORD:

Caitlin Blagg

From: jan strand <jannaslamma@yahoo.com>

Sent: Monday, July 17, 2023 10:41 PM

To: Caitlin Blagg

Subject: Re: MCCFL Lease Agreement

Under "Maintenence";

Should it be stated specifically whether Landlord, (or Tenant), maintains Windows, also Doors?

I wonder if it should be specifically stated somewhere under "Dangerous Materials", or "Compliance with Regulations";

Absolutely no use, possession, manufacture, processing, or selling of any illicit drugs, any illegal substances, State Regulated drugs, or State Regulated substances.

I am referring to Mushrooms, Marijuana, any other so-called Theraputic drugs or Theraputic substances, such as Ayauasca, Peyote.....if majority of board deems inapplicable, or unnecessary, so be it.

Sent from Yahoo Mail on Android

On Mon, Jul 17, 2023 at 3:52 PM, Caitlin Blagg <admin@shermancountymedicalclinic.net> wrote:

Hello:

Would you mind reading over this and replying with any suggestions? This is a draft copy of the commercial lease agreement for Mid Columbia Center for Living to rent the upstairs apartments. Each apartment will have it's own lease since they are 2 separate spaces. This is for #1. #2 would be exactly the same, other than the space number would be changed.

Thank you,

Caitlin Blagg, CRHCP District Administrator



Sherman County Health District Sherman County Medical Clinic 110 Main Street PO Box 186 Moro, OR 97039

Office: 541-565-0536







Advertise



For Lease ∨

Office, Coworking X

Lease Rate ∨

Available Space V

All Filter



3691 Klindt Dr

The Dalles, OR, 97058 Built in 2020

2,850 SF Office Space

\$16.20 SF/YR

3725 Klindt Dr The Dalles, OR, 97058

Built in 2010

16.20

12.06

16.08

1392

3765 Klindt

The Dalles, OR, 97058 Built in 2022

1,120 - 7,234 SF Spaces \$12.00 - \$16.08 SF/YR

600 SF Office Space \$13.92 SF/YR

68.40/6 =\$13.68

1-3 of 3

1

Frequently Asked Questions

How many Office Space listings are available for lease in The Dalles, OR?

There are currently 3 Office Space listings for lease near The Dalles, OR. The most up-todate listings are always featured on LoopNet, and new properties are listed for lease frequently.

How much does it cost to rent Office Space in The Dalles, OR?

880 (\$13.68) = \$ 12.638.40







Advertise



Multiple Uses X

Lease Rate ∨

Available Space >

All Filters (1)



3691 Klindt Dr

The Dalles, OR, 97058 Built in 2020 2,850 SF Office Space \$16.20 SF/YR





3725 Klindt Dr

The Dalles, OR, 97058 Built in 2010 1,120 - 7,234 SF Spaces \$12.00 - \$16.08 SF/YR





3765 Klindt

The Dalles, OR, 97058 Built in 2022 600 SF Office Space \$13.92 SF/YR





3600 Crates Way

The Dalles Business Park

The Dalles, OR, 97058 Built in 2007 3,000 SF Industrial Space \$10.20 SF/YR



1260-1410 W 6th St

Cascade Square

The Dalles, OR, 97058 Built in 1975

1,500 - 6,800 SF Retail Spaces





1407 W 6th St Jack in the Box

The Dalles, OR, 97058 Built in 2009 2,464 SF Retail Space \$50.00 SF/YR



1218 W 6th St Cherry Heights Crossing

Dalles, OR, 97058 5,000 SF Retail Space 1 Space Available Now

https://www.loopnet.com/search/commercial-real-estate/the-dalles-or/for-lease/?sk=72a13d60ed9885f792f7d63ea6aecb18&bb=0-nsir37rQ9n5lqr7H