

April 19, 1977

Mr. Milt Robbins
Newberg Community Hospital
Newberg, Oregon 97132

Re: Steven Aladridge

Dear Milt:

At your request I wrote to Oregon Teamsters Employers Trust on March 23, with copy to you.

You will recall that Mr. Aladridge had incurred a bill of \$24.00, and had, in effect, assigned his teamster payment to the hospital, but upon further inquiry, you were informed by the Teamster office that the check had been sent directly to Mr. Aladridge. It was our information that he had retained the check, leaving the hospital short \$24.00, as pointed out in my letter.

I have now received a further letter from the Teamster office, stating that the \$24.00 was paid to Mr. Aladridge and the Newberg Hospital on November 1, 1976 by check #433282, which was endorsed by both Mr. Aladridge and Newberg Community Hospital. I enclose herewith copy of that check and the endorsement, as sent to me, and you will note that apparently the hospital endorsed the check for deposit in the bank, unless there is something fraudulent about the bank stamp.

Please check this matter carefully, and let me know whether the \$24.00 was received, in which case we have no further claim against Teamsters, or if not received, what explanation there may be of the bank stamp.

I also enclose copy of the letter to me dated April 14, 1977.

Sincerely,

GHL:bp
Enc:

George H. Layman
City Attorney

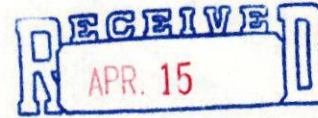


Oregon TEAMSTER EMPLOYERS Trust

315 N. E. HOLLADAY ST. • PORTLAND, OREGON 97232

AREA CODE 503 232-8165

April 14, 1977



Mr. George H. Layman
City Attorney
City of Newberg
115 North Washington Street
Newberg, Oregon 97132

Re: Steven L. Aldridge
538-53-8436

Dear Mr. Layman:

Mr. Aldridge is covered through the Oregon Teamster Employers Trust and under this contract, checks are made out jointly to our insured member and the facility rendering service or direct to the insured member.

On occasion, when assignments are sent, we can make the check out to the individual facility but they are always mailed to our insured members. When they elect to forward these payments is of their own choosing our agreement being with our insured member and not with the individual facilities rendering service. Agreements made by hospitals, physicians, etc. and their patients is private and confidential information and, therefore, it would be up to them to do their own collecting.

In reference to the \$24.00 claim received in our office from the Newberg Community Hospital for services rendered August 23, 1976, it was paid in full to Mr. Aldridge and the Newberg Hospital on November 1, 1976 and this amount has been credited by them. Enclosed, is a copy of the cancelled check.

If you should have further questions, please do not hesitate to contact our office at any time.

Sincerely,

Administrative Office

By: Dorothy Powers

DP:ce

Enclosure: Check Copy

March 23, 1977

Oregon Teamsters Employers Trust
315 N. E. Holladay
Portland, Oregon 97232

Re: Steven L. Aldridge
538-53-8436

Gentlemen:

Attention: Stephanie

On August 23, 1976, upon authorization of Dr. T. A. Gail, Newberg Community Hospital rendered laboratory services to the above patient in the amount of \$24.00, for which billing was sent to you on September 15, 1976. The billing contained an authorization by the patient for direct payment to the supplier of the laboratory services.

However, you wrote Newberg Community Hospital on January 20, 1977, stating that you had sent the amount of \$24.00 directly to the insured on November 1, 1976, which was contrary to the authorization of Mr. Aldridge himself, and the bill remains unpaid.

Because of these circumstances, it would seem to me that you should make payment directly to Newberg Community Hospital of this amount, and then recover the additional payment from Mr. Aldridge, rather than asking the hospital to pursue Mr. Aldridge separately, which was never the intention of either the hospital or Mr. Aldridge. With all due respect, I hope you will agree that this is the responsible way to handle this matter, which although small, is of importance to this municipally operated hospital.

Yours very truly,

GEORGE H. LAYMAN
City Attorney

GHL:nd

cc: Mr. Robbins, Administrator,
NCH

HEALTH INSURANCE

CLAIM FORM

READ INSTRUCTIONS BEFORE COMPLETING OR SIGNING THIS FORM

TYPE OR PRINT

☐ MEDICARE

☐ MEDICAID

☐ CHAMPUS

☒ OTHER

Teamsters

PATIENT & INSURED (SUBSCRIBER) INFORMATION

1. PATIENT'S NAME (First name, middle initial, last name) Steven L. Aldridge		2. PATIENT'S DATE OF BIRTH 11.20.50		3. INSURED'S NAME (First name, middle initial, last name) same	
4. PATIENT'S ADDRESS (Street, city, state, ZIP code) Rt 3, Box 134 Newberg, Oregon 97132		5. PATIENT'S SEX MALE <input checked="" type="checkbox"/> FEMALE <input type="checkbox"/>		6. INSURED'S I.D. No. or MEDICARE No. (Include any letters) 538-53-8436	
		7. PATIENT'S RELATIONSHIP TO INSURED SELF <input checked="" type="checkbox"/> SPOUSE <input type="checkbox"/> CHILD <input type="checkbox"/> OTHER <input type="checkbox"/>		8. INSURED'S GROUP NO. (Or Group Name) Hoody Corp.	
9. OTHER HEALTH INSURANCE COVERAGE - Enter Name of Policyholder and Plan Name and Address and Policy or Medical Assistance Number none		10. WAS CONDITION RELATED TO: A. PATIENT'S EMPLOYMENT YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> B. AN AUTO ACCIDENT YES <input type="checkbox"/> NO <input type="checkbox"/>		11. INSURED'S ADDRESS (Street, city, state, ZIP code) same	
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE (Read back before signing) I authorize the Release of any Medical Information Necessary to Process this Claim and Request Payment of MEDICARE/CHAMPUS Benefits Either to Myself or to the Party Who Accepts Assignment Below SIGNED Steven Aldridge DATE				13. I AUTHORIZE PAYMENT OF MEDICAL BENEFITS TO UNDERSIGNED PHYSICIAN OR SUPPLIER FOR SERVICE DESCRIBED BELOW SIGNED (Insured or Authorized Person) Steven Aldridge	

PHYSICIAN OR SUPPLIER INFORMATION

14. DATE OF ILLNESS (FIRST SYMPTOM) OR INJURY (ACCIDENT) OR PREGNANCY (LMP) 8-23-76		15. DATE FIRST CONSULTED YOU FOR THIS CONDITION		16. HAS PATIENT EVER HAD SAME OR SIMILAR SYMPTOMS? YES <input type="checkbox"/> NO <input type="checkbox"/>	
17. DATE PATIENT ABLE TO RETURN TO WORK		18. DATES OF TOTAL DISABILITY FROM THROUGH		DATES OF PARTIAL DISABILITY FROM THROUGH	
19. NAME OF REFERRING PHYSICIAN T A Gail, MD				20. FOR SERVICES RELATED TO HOSPITALIZATION GIVE HOSPITALIZATION DATES ADMITTED DISCHARGED OP	
21. NAME & ADDRESS OF FACILITY WHERE SERVICES RENDERED (If other than home or office) Newberg Comm. Hosp. 501 Villa Rd, Newberg, Oregon 97132				22. WAS LABORATORY WORK PERFORMED OUTSIDE YOUR OFFICE? YES <input type="checkbox"/> NO <input type="checkbox"/> CHARGES	

23. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. RELATE DIAGNOSIS TO PROCEDURE IN COLUMN D BY REFERENCE TO NUMBERS 1, 2, 3, ETC. OR DX CODE
R/O pathology

24. A DATE OF SERVICE	B PLACE OF SERVICE	C FULLY DESCRIBE PROCEDURES, MEDICAL SERVICES OR SUPPLIES FURNISHED FOR EACH DATE GIVEN PROCEDURE CODE (IDENTIFY) (EXPLAIN UNUSUAL SERVICES OR CIRCUMSTANCES)	D DIAGNOSIS CODE	E CHARGES	F						
8-23-76		CBC		9.50							
		SMA		14.50							
<p>Please Advise - We are waiting Payment of this account sent to you 9-15-76.</p> <p>a check was sent to the insured member on 11/1/76 for 24.00 Stephanie</p>											
						25. SIGNATURE OF PHYSICIAN OR SUPPLIER (Read back before signing) billing clerk SIGNED MBijary DATE 9-15-76		26. ACCEPT ASSIGNMENT (GOVERNMENT CLAIMS ONLY) (SEE BACK) YES <input type="checkbox"/> NO <input type="checkbox"/>		27. TOTAL CHARGE 24.00	
						30. YOUR SOCIAL SECURITY NO.		31. PHYSICIAN'S OR SUPPLIER'S NAME, ADDRESS, ZIP CODE & TELEPHONE NO. 93-6012677			
32. YOUR PATIENT'S ACCOUNT NO.			33. YOUR EMPLOYER I.D. NO.								

*PLACE OF SERVICE CODES

1 - (IH) - INPATIENT HOSPITAL
2 - (OH) - OUTPATIENT HOSPITAL
3 - (O) - DOCTOR'S OFFICE

4 - (H) - PATIENT'S HOME
5 - DAY CARE FACILITY (PSY)
6 - NIGHT CARE FACILITY (PSY)

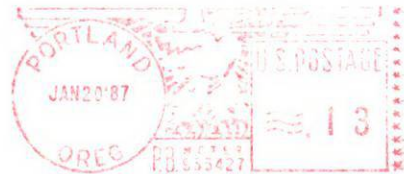
7 - (NH) - NURSING HOME
8 - (SNF) - SKILLED NURSING FACILITY
9 - AMBULANCE

0 - (OL) - OTHER LOCATIONS
A - (IL) - INDEPENDENT LABORATORY
B - OTHER MEDICAL/SURGICAL FACILITY

OREGON TEAMSTERS EMPLOYERS TRUST

315 N. E. HOLLADAY

PORTLAND, OREGON 97232



Newberg Comm. Hosp.
501 Villa Rd.
Newberg, OR 97132

February 15, 1977

MEMORANDUM TO M.C. GILBERT:

Re: Treva Jewell

I have received from you copy of letter from Richard P. Noble, Attorney, dated February 9, 1977, giving notice of claim in the amount of \$100,000, for alleged damages suffered through negligence at Newberg Community Hospital.

I am keeping the letter on file, but assume that you have already referred a copy of that letter to our liability insurance carrier for attention. Be sure that you have a record of the referral, as this would be of great importance in the event the company overlooked or neglected the matter.

GHL

GHL:bp

RECEIVED
FEB 10 1977

CITY OF NEWBERG, ORE.
OFFICE OF RECORDER

RICHARD P. NOBLE
ATTORNEY AT LAW
JACKSON TOWER
806 S.W. BROADWAY
PORTLAND, OREGON 97205
TELEPHONE 222-0201

February 9, 1977

RECEIVED
FEB 14

Hospital Administrator, Newberg Community Hospital
Mayor of Newberg
Clerk for City Council of Newberg
Each member of City Council of Newberg


Gentlemen:

I have been retained to represent Ms. Treva Jewell in connection with injuries she suffered while a patient in the Newberg Community Hospital. Ms. Jewell was hospitalized in that facility between October 11, 1976 and October 16, 1976. During the course of her hospitalization Ms. Jewell suffered an injury to her right arm which included a blockage of the blood vessels in her right arm and ultimately required amputation at the elbow.

I have obtained copies of Treva's records from the Newberg Community Hospital, and a review of these records leads me to the conclusion that Ms. Jewell's injury was due at least in part to negligence of the agents of the Newberg Community Hospital.

I have been advised that the Newberg Community Hospital is owned by the City of Newberg, and I am therefore submitting this letter to you as her notice of claim as to the provision of O.R.S., chapter 30 which requires tort claims notification under these circumstances. Ms. Jewell's damages are greatly in excess of the tort claims limitation of \$100,000 and we are, therefore, notifying you of her claim against the hospital in the sum of \$100,000.

Very truly yours,


Richard P. Noble

RPN:jf

July 15, 1975

Ernst & Ernst
3300 First National Bank Tower
Portland, Oregon 97201

Re: Newberg Community Hospital

Gentlemen:

I have been requested to make the following report to you in connection with audit for the year ended June 30, 1975:

1. Any existing or impending litigation in which the hospital is or may become a defendant.

None.

2. Any other claim against or contingent liability of the hospital.

None.

3. Any significant existing or impending litigation in which the hospital is or is about to become a plaintiff.

None.

If you should need any further information, please advise.

Yours very truly,

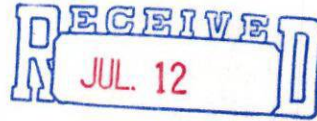
GEORGE H. LAYMAN
City Attorney

GHL:nd
cc: Mr. C. M. Robins,
Administrator, NCH

Newberg Community Hospital

Newberg, Oregon

July 10, 1975



Mr. George H. Layman, Attorney
115 North Washington
Newberg, Oregon 97132

Dear Mr. Layman:

Our independent auditors, Ernst & Ernst, are examining our financial statements for the year ended June 30, 1975. In connection therewith, please furnish them a description and evaluation of the following matters involving the hospital of which you have knowledge:

1. Any existing or impending litigation in which the hospital is or may become a defendant.
2. Any other claim against or contingent liability of the hospital.
3. Any significant existing or impending litigation in which the hospital is or is about to become a plaintiff.

Please furnish the information as of June 30, 1975, together with any changes to the date of your letter. We expect to have our audit completed about August 15, 1975 so we would appreciate receiving your reply approximately one week before that date. If there is a significant change in the information furnished between the date of your letter and the estimated completion date of the audit, please inform Ernst & Ernst and me promptly.

Your reply will not be quoted or referred to in our financial statements without prior consultation with you.

Please send your reply directly to Ernst & Ernst, 3300 First National Bank Tower, Portland, Oregon 97201, with a copy to me.

Very truly yours,

C. M. Robins
Administrator

CMR:jp

WILLIAM H. MORRISON
RALPH R. BAILEY (1902-1974)
JACK H. DUNN
JAMES G. SMITH
NATHAN L. COHEN
F. BROCK MILLER
ROBERT R. CARNEY
THOMAS E. COONEY
RICHARD A. VAN HOOMISSEN
THOMAS S. MOORE
WALTER H. GREBE
BOYD J. LONG
ROBERT L. ALLEN
THOMAS H. TONGUE
GEORGE J. COOPER, III
CHRIS L. MULLMANN
CHARLES D. RUTTAN
LEONARD H. BEASLEY
ROBERT K. WINGER

MORRISON, BAILEY, DUNN, COHEN & MILLER
ATTORNEYS AT LAW
17TH FLOOR STANDARD PLAZA
PORTLAND, OREGON 97204
TELEPHONE (503) 224-6440

September 11, 1974



Mr. George H. Layman
City Attorney
115 North Washington Street
Newberg, OR 97132

Re: Barbara J. Usher vs. Coburn and
Radio Cab Company

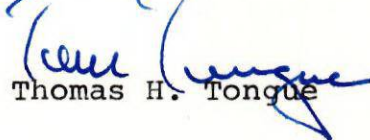
Dear Mr. Layman:

Thank you for your letter of September 6. In your letter you indicate a hesitancy to release the records requested. If the records are relevant to the issues in this trial, they would certainly be obtainable under my interpretation of ORS 41.510. The statute was discussed at length in Nielson v. Brison, 257 Or 179.

Without knowing what is in the records, it is impossible for us to determine whether or not they are relevant and germane to the issues presented in the case presently brought by Barbara J. Usher. Enclosed is a copy of the second amended complaint. As you can see from it, she is contending she has a number of injuries and has aggravated pre-existing conditions.

We have directed a subpoena to the Medical Records Librarian of Newberg Community Hospital requesting they appear during the course of the trial before the judge to whom the case is assigned so that he can rule on the relevancy of the records.

Very truly yours,


Thomas H. Tongue

THT:spj
Enclosure

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FALL 1961 COUNTY OF MULTNOMAH

BARBARA J. USHER,

Plaintiff,

NO. 394-061

-vs-

SECOND AMENDED COMPLAINT
(Action at Law for
Personal Injuries)

DAVID COBURN, and RADIO CAB
CO., an Oregon Corporation,

Defendants.

COMES NOW the Plaintiff for cause of action against the Defendants
and complains and alleges as follows:

I

That at all times herein mentioned Plaintiff was the operator of
a 1962 Plymouth Valiant and that the Defendant Radio Cab Co., was and
is an Oregon corporation and was and is the owner and operator,
together with Defendant David Coburn, its employee, and agent and
driver, of an automobile.

II

That at all times herein stated, said Defendant, David Coburn,
was acting as co-owner or agent and employee of Defendant Radio Cab Co.

III

That at all times herein mentioned S.E. Ladd Avenue was and is
a public thoroughfare extending in a general northerly-southerly
direction through a portion of the City of Portland, State of Oregon,
and intersects with S.E. Hawthorne Boulevard at an angle at a point
approximately where S. E. Twelfth intersects S.E. Hawthorne Boulevard

RADER, J. J. AND ASSOCIATES
ATTORNEYS AT LAW
910 PACIFIC BUILDING
520 S. W. YAMHILL
PORTLAND, OREGON 97204
224-2580

1 at right angles. That S.E. Hawthorne Boulevard and S.E. Twelfth
2 Street are each public thoroughfares in the City of Portland, State
3 of Oregon, with said S.E. Hawthorne Boulevard extending in a general
4 easterly-westerly direction, and S.E. Twelfth Street extending in a
5 general northerly-southerly direction.

6 IV

7 That on or about April 9, 1972, at or about 2:30 p.m., in the
8 afternoon, the Plaintiff was driving her 1962 Plymouth Valiant auto-
9 mobile in a generally Northerly direction on S.E. Ladd Avenue and
10 had brought her vehicle to a stop at a red light at the three-way
11 intersection of S.E. Ladd Street, S.E. Twelfth Street, and S.E. Haw-
12 thorne Boulevard, all in the City of Portland, County of Multnomah,
13 State of Oregon, and at said time and place the Defendant operating
14 his automobile, and employed by Radio Cab Co., collided with the rear
15 end of Plaintiff's vehicle, forcing her vehicle out into the inter-
16 section and throwing Plaintiff violently and physically about the
17 interior of her car.

18 V

19 The sole and proximate cause of the collision and resulting
20 injuries of the Plaintiff was the negligence of the Defendant David
21 Coburn in the operation of the vehicle he was driving in one or more
22 of the following particulars, to-wit:

- 23 1) Traveling at an excessive rate of speed.
24 2) Failing to keep a proper lookout.
25 3) Failing to keep his vehicle under proper control.
26 4) Failing to stop, swerve or otherwise avoid collision with

the rear end of Plaintiff's vehicle.

VI

As a direct and proximate cause of the negligence of Defendant, Plaintiff herein sustained:

- 1) Low back strain
- ✓ 2) Cervicothoracic strain and sprain
- ✓ 3) Fracture of sacrum
- 4) Contusion or concussion of spinal cord with aberrant motion
- 5) Cervical intervertebral disc radiculopathy
- 6) Impaired speech
- 7) Impaired vision and visual mechanics
- 8) Residual-sacral deformity
- 9) Reduced strength of muscles on the left side including left arm, hand and leg
- 10) Reduced sensitivity to cold, heat and pain on the left side including the left side of face, left arm, hand, side and leg

and that the Plaintiff has been rendered severely nervous and emotionally upset and experiences severe fainting spells and headaches and that the above injuries are permanent in nature and have aggravated a latent pre-existing emotional distress; and the Plaintiff has incurred medical bills plus prescription costs in the sum of \$4,241.00, and at the time of the filing of this Second Amended Complaint, in addition, Plaintiff has been unable to accept employment from the date of the collision to and continuing through the date of the filing of this

1 Complaint, and that Plaintiff has suffered general damages in the sum
2 of \$45,000.00.

3 WHEREFORE, Plaintiff prays for judgment against the Defendants,
4 and each of them, in the sum of \$4,241.00 special damages, and for the
5 further sum of \$45,000.00 general damages, together with her costs and
6 expenses incurred herein.

7 RADER, KITSON & ANDREWS
8

9 By /s/ Dale A. Rader
10 Dale A. Rader
11 Of Attorneys for Plaintiff
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RADER, KITSON & ANDREWS
ATTORNEYS AT LAW
910 PACIFIC BUILDING
520 S. W. YAMHILL
PORTLAND, OREGON 97204
224-2560

Newberg Community Hospital



Newberg, Oregon

Dear Mr. Layman:

I have enclosed a copy of the procedure for mailing records to court in response to a subpoena ducus tecum. If you judge that I must respond to the subpoena would it be possible for you to ask Mr. Tongue if it would be agreeable for me to mail the records to save spending the whole day going to Portland.

Thank you for your time and attention.

Mary Bardell, ART
Medical Record Department

MB/mb

PROCEDURES FOR IMPLEMENTATION OF OREGON HOUSE BILL 2654

Oregon House Bill 2654 pertaining to the mailing of medical records in response to a subpoena duces tecum became law effective October 5, 1973.

Briefly, the law provides that a true copy of any medical record can be mailed or otherwise delivered in response to a routine subpoena duces tecum (issued in accordance with Oregon Law) unless:

1. the hospital is a party in the action.
2. the subpoena specifies that the personal attendance of the custodian is necessary (required content of this note is explained later).

Under the provisions of the new law, the custodian must comply within five days of receipt of the subpoena duces tecum. In order to assure the success and acceptance of this new procedure, medical record practitioners are urged to comply as soon as possible and not to hold attorneys to a five day minimum. If a subpoena is received on a short notice, delivery can be arranged by faster means than mail, such as a delivery service, cab, etc. This should be arranged with the attorney subpoenaing the records.

The law also outlines procedures for mailing (or other mode of delivery) copies of medical records:

1. The copy of the records and the custodian's affidavit shall be enclosed in an inner envelope or wrapper, which must be sealed.
2. The sealed inner envelope or wrapper must have the following information written clearly on the outside:
 - (a) title and number of the action
 - (b) name of the witness
 - (c) date of the subpoena
3. The sealed inner envelope or wrapper shall be enclosed in an outer envelope or wrapper which must be sealed.
4. The outer envelope must be addressed in one of the following manners as appropriate:
 - (a) Court appearance: to the Clerk of the Court, or to the judge thereof if there is no clerk.
 - (b) Deposition or other hearing: to the officer (attorney, etc.) before whom the deposition is to be taken, either at the place designated in the subpoena for the deposition, or at the officer's place of business.
 - (c) Other: to the officer or body conducting the hearing at the official place of business.

The affidavit accompanying the copy of the medical record must include the following:

1. that the affiant is a duly authorized custodian of the records and has authority to certify records.
2. that the copy is a true copy of all the records described in the subpoena.
3. that the records were prepared by hospital personnel, staff physicians, or persons acting under the control of either, in the ordinary course of hospital business, at or near the time of the act, condition or event described or referred to therein.

The "Guide for the Release of Information from Hospital Medical Records" contains a sample affidavit form which includes these provisions (fig. 13, p. 335).

Please note that notarization is NOT required.

If the hospital has none of the records described in the subpoena, or only a part of the records, the affiant must so state in the affidavit. Those portions in the custody of the custodian must be provided.

The personal attendance of the custodian and the production of the original medical records will be required only if the following statement appears on the subpoena duces tecum:

"The personal attendance of a custodian of hospital records and the production of original records is required by this subpoena. The procedure authorized pursuant to section 2 of ORS ____* shall not be deemed sufficient compliance with this subpoena."

*Until the law is codified and an ORS number assigned, this reference should read, "Chapter 263 of the 1973 Oregon Session Laws."

The usual statement on the subpoena requiring appearance is not sufficient.

Records not entered into evidence or needed for the record will be returned to the hospital which submitted them.

Information concerning this new law has not been widely disseminated to attorneys and other authorities who subpoena medical records. It is suggested that a statement explaining this procedure be enclosed with the copy of the medical record and a similar statement be sent to the subpoenaing authority. (See attached example).

Payment for copies, postage, etc. is covered in the law by the usual witness and mileage fee. No other charge can be made unless prior arrangements have been made with the subpoenaing authority. If it appears that the cost for copying a chart will exceed the usual witness fee, the subpoenaing authority should be contacted to determine:

- (a) if he will agree to the higher charge.
- (b) if he needs the entire medical record.

Medical record practitioners are urged to keep a record of actual expenses and income relative to subpoenas. The Legal Guide Committee will be collecting the data within the next year or two. If justified, an amendment to the law can be proposed to alter the basis for reimbursement.

Fees for criminal subpoenas have not been payable in the past until after the appearance of the witness. It is suggested that upon receipt of a subpoena duces tecum, the District Attorney be contacted and a payment voucher be requested.

The delivery and mailing of x-ray films was not included in the new law. While the filing of x-ray films is not a responsibility of the medical record practitioner, the x-ray reports are a part of the medical record. Therefore, the requirements for x-ray films is often included in a subpoena for medical records.

If the subpoena is for a court appearance, the x-ray films should be mailed along with the medical record. This of course will necessitate a retrieval process for the x-rays later on.

If the subpoena is for a deposition, the x-rays should not be mailed since original records, etc., should not be left at a deposition. Alternatives are to: (1) suggest that the deposition of the witness(es) who will be interpreting the x-ray films be taken at the hospital to eliminate the necessity for removing the films from the hospital; (2) suggest that the chief x-ray technician be subpoenaed. This will probably not meet with wide acceptance since it involves another witness fee and mileage; (3) consult your hospital attorney for advice if neither of the above two alternatives are acceptable.

The mailing or delivery of copies of medical records in response to a subpoena duces tecum should be of benefit to all medical record practitioners in the state. However, the procedure is new to attorneys and medical record practitioners alike. The success or failure of this procedure will depend on the extent to which medical record practitioners attempt to be cooperative in the process and assist the attorney in meeting his requirements to his clients.

The Legal Guide Committee will be interested in knowing of your problems in order to accumulate data for the further clarification of the procedures involved. Contact the Chairman, Beverly R. Hooten, at Portland Community College, or the Oregon Association of Hospitals. Additions, amendments or clarification of this procedure will be published in the Oregon Medical Record as they become available. In addition, the "Guide for Release of Information from Hospital Medical Records" will be revised the early part of next year. The availability of replacement pages will be announced at a later date.

SAMPLE COVER LETTER

Re _____ vs _____

Subpoena of Medical Records on

(name of patient/client)

A subpoena duces tecum has been received by this office for the above mentioned medical records. According to the subpoena, the appearance date is _____ at _____ (time).

Pursuant to chapter 263 of the 1973 Oregon Session Laws (HB 2654), copies of these medical records have been mailed to: _____ (clerk of court, deposition official, hearing official, etc.).

Sincerely,

AFFIDAVIT OF CUSTODIAN
OF MEDICAL RECORDS TO
ACCOMPANY COPIES OF RECORDS

(Custodian of Medical Records)

says as follows:

- (a) That affiant is the duly authorized Custodian of the Medical Records of _____ Hospital and has authority to certify said records, and
- (b) That the copy of the Medical Records attached to this Affidavit is a true copy of all the records described in the subpoena duces tecum and
- (c) That the records were prepared by the personnel of the hospital, staff physicians, or persons acting under the control of either, in the ordinary course of hospital business at or near the time of the act, condition or event.

I declare under penalty of perjury that the foregoing is true and correct.

(Signature of Affiant)

If the hospital has none of the records described or only a part of the records, the custodian must so state in the Affidavit and deliver the Affidavit and such records as are available in the manner mentioned above.

Figure 13

August 12, 1974 *m 8-12*

Ernst & Ernst
3300 First National Bank Tower
Portland, Oregon 97201

Gentlemen:

At the request of Newberg Community Hospital, in connection with your audit for the period ended June 30, 1974, I wish to report that I am not aware of any existing or pending litigation in which the hospital is or may become a defendant, any other claims against or contingent liability of the hospital, or any other significant existing or pending litigation in which the hospital is or is about to become plaintiff.

In the event that there should be any change coming to my attention prior to September 10, I will so advise you.

Yours very truly,

GEORGE H. LAYMAN
City Attorney

GHL:skw
cc: C. M. Robins, Administrator
Newberg Community Hospital

Newberg Community Hospital

Newberg, Oregon

August 9, 1974



George H. Layman
Attorney-at-Law
115 N. Washington
Newberg, Oregon 97132

Gentlemen:

Our independent auditors, Ernst & Ernst, are examining our financial statements for the year ended June 30, 1974. In connection therewith, please furnish them a description and evaluation of the following matters involving the hospital of which you have knowledge:

1. Any existing or impending litigation in which the hospital is or may become a defendant.
2. Any other claim against or contingent liability of the hospital.
3. Any significant existing or impending litigation in which the hospital is or is about to become a plaintiff.

Please furnish the information as of June 30, 1974, together with any changes to the date of your letter. We expect to have our audit completed about September 15, 1974 so we would appreciate receiving your reply approximately one week before that date. If there is a significant change in the information furnished between the date of your letter and the estimated completion date of the audit, please inform Ernst & Ernst and me promptly.

Your reply will not be quoted or referred to in our financial statements without prior consultation with you.

Please send your reply directly to Ernst & Ernst, 3300 First National Bank Tower, Portland, Oregon 97201, with a copy to me.

Very truly yours,


C. M. Robins
Administrator

CMR/db

October 1, 1973

Ernst & Ernst
3300 First National Bank Tower
Portland, Oregon 97201

Gentlemen:

I received your letter of September 27 concerning your examination of affairs of Newberg Community Hospital as of June 30, 1973, and inquiring about litigation or claims since that date.

I do not know of any litigation or claims involving Newberg Community Hospital since June 30, 1973.

Yours very truly,

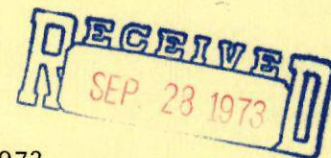
GEORGE H. LAYMAN
City Attorney

GHL:mh

ERNST & ERNST

3300 FIRST NATIONAL BANK TOWER

PORTLAND, OREGON 97201



September 27, 1973

Mr. George H. Layman
City of Newberg - Office of City Attorney
115 North Washington Street
Newberg, Oregon 97132

Dear Mr. Layman:

In connection with our examination of the financial statements of Newberg Community Hospital as of June 30, 1973, we would like to obtain information from you concerning any litigation, claims, etc. in which Newberg Community Hospital has become involved since June 30, 1973. We would appreciate full particulars, including amounts, and if possible, your opinion as to probable outcome of these matters.

Please reply directly to Ernst & Ernst, 3300 First National Bank Tower, Portland, Oregon 97201. A return envelope is enclosed for your convenience.

Your prompt attention to this request is appreciated.

Very truly yours,

Patrick N. Ventura

PNV:ak

December 10, 1973

Mr. Layman:

Dr. Silvers feels, that there are many things in the patient's record for example the patient's history of other hospitalizations, family history, etc., that are not connected or in reference to the current injury or hospitalization and therefore should not be released and actually are not covered under ORS 441.510 as quoted in the enclosed letter.

Thank you for your time and attention.

Mary Bardell

Mary Bardell, A.R.T.

Medical Record Administrator

P.S. We do have a copy of the filed complaint.

This copy of the patient's record is the one I made to mail so I will need it back.

CLEMENS E. ADY
SAMUEL R. BLAIR

ADY & BLAIR

ATTORNEYS AT LAW
150 HIGH STREET S. E.
SALEM, OREGON 97301

TELEPHONE:
AREA CODE 503 399-1678

November 20, 1973

Newberg Hospital
Newberg, Oregon

Re: Erling Grimstad vs. Clayton Robertson

Gentlemen:

Pursuant to the provisions of ORS 441.510, I request that you provide copies of the hospital records relating to a hospitalization of Erling Grimstad in your facility on November 17, 1972 following a car accident. ORS 441.510 is as follows:

"Access to hospital records. Any party legally liable or against whom a claim is asserted for compensation or damages for injuries may examine and make copies of all records of any hospital in reference to and connected with the hospitalization of the injured person."

I am enclosing herewith a true copy of the complaint in the lawsuit brought by Erling Grimstad against our client, Clayton Robertson.

25704
179
A recent decision of the Oregon Supreme Court in the case of Nielson v. Bryson, reported in Volume 91 of the Oregon Advance Sheets at page 973 confirms that the filing of a lawsuit acts as an authorization by the plaintiff for the defendant to examine and copy hospital records relating to the lawsuit.

Your prompt attention to this request would be greatly appreciated, and if you will enclose your bill for providing copies, we will promptly remit.

Sincerely yours,

ADY & BLAIR

By: 

Samuel R. Blair

SRB:sh
Enc: 1

Rec. 11-29-73

September 4, 1974

Mr. Frank J. Debenedetti, Jr.
Route 2, Box 325
Newberg, Oregon 97132

Dear Mr. Debenedetti:

I have not heard from you since writing to you on June 10, 1974, suggesting that we re-open the problem which has been pending with the City for several years, relating to the area between the east line of your orchard and the City water pumping station.

As I mentioned in that letter, it is my recollection that your attorney suggested that I deal directly with you; and if I recall correctly, you and I did have a telephone conversation several years ago, which indicated that there really was no problem which could not be solved. However, it does not get easier with the passing of time, and I would much appreciate having you contact me, so that we may arrange a personal conference, either in my office or at the property, for discussion of possible alternative solutions.

Hoping to hear from you soon, I am,

Yours very truly,

GEORGE H. LAYMAN
City Attorney

GHL:skw
cc: Mr. Weller Probasco

September 6, 1974

Mr. Thomas H. Tongue
Morrison, Bailey, Dunn, Cohen & Miller
Attorneys at Law
17th Floor Standard Plaza
Portland, Oregon 97204

Re: Barbara J. Usher

Dear Mr. Tongue:

Newberg Community Hospital, which is an agency of the City of Newberg, has referred to me your letter of August 30, requesting hospital records for the above named patient.

With your letter you enclosed copy of complaint in a damage action by Barbara J. Usher against David Coburn and Radio Cab Co, on the basis of which, as attorneys for defendants, you request information from hospital records. ORS 441.510 (now numbered 441.810) does authorize access to and copies of records of any hospital connected with the "hospitalization of the injured person". While the statute is not completely specific, one might assume that the "hospitalization" referred to is that relating to the injuries upon which the damage action is based. We note that the damages are alleged to have occurred on April 8, 1972, whereas the only hospitalization of this patient at Newberg Community Hospital was November 1, 1958, which is many years previous thereto, and which hospitalization would have no direct relationship to the particular injury.

Upon the basis of the information now available to me, I cannot recommend that the hospital make available to you records relating to the 1958 hospitalization. However, if you have any authority to indicate that the statute is meant to include any hospitalization, during the entire life of the

Mr. Thomas H. Tongue - 2

September 6, 1974

patient, I will be glad to give your request further consideration.

Yours very truly,

GEORGE H. LAYMAN
City Attorney

GHL:skw

cc: Newberg Community Hospital
(Medical Records)

Newberg Community Hospital

~
Newberg, Oregon

September 3, 1974

RECEIVED
SEP 5

Dear Mr. Layman:

Mr. Tongue is requesting that this information be released to the patient's adversary in accordance with ORS 441-510. The patient was hospitalized in this hospital November 1, 1958 and the accident occurred (for which the claim was filed) on or about April 8, 1972.

I called Mr. Tongue and he stated that I was required by law(ORS 441-510)to release all hospital information, and I disagreed.

Re our telephone conversation you stated that you would correspond with Mr. Tongue and further clarify this matter.

Thank you for your time and attention.

Mary Bardell
Mary Bardell, ART
Medical Record Department

chapter 146,
Medical In-
r fetal death
ation within

the medical
this section,
on acting as
Deputy Chief

C. PATIENT RECORDS

ORS 441.510 was interpreted recently by the Supreme Court of Oregon in the case of *Nielson v. Bryson*, 91 Ad. Sh. 973.

The court held that the reference to "hospital records" meant the patient's records. (We think the legislature intended to restrict examination to the hospital *office* records). The question of concern is what constitutes "assertion of a claim." There may be several ways that proof of the assertion of a claim may be demonstrated. The best is by exhibiting to the hospital a verified copy of a complaint in an action seeking damages by the patient from a third party allegedly responsible for the injuries requiring hospitalization and medical treatment. (See section on "Examination of Patient Records" in this manual.)

441.510 Access to hospital records. Any party legally liable or against whom a claim is asserted for compensation or damages for injuries may examine and make copies of all records of any hospital in reference to and connected with the hospitalization of the injured person.

CONSENT FORMS

RECORDS RELEASE

NEWS MEDIA CODE

INDEX

WILLIAM H. MORRISON
RALPH R. BAILEY (1902-1974)
JACK H. DUNN
JAMES G. SMITH
NATHAN L. COHEN
F. BROCK MILLER
ROBERT R. CARNEY
THOMAS E. CCONEY
RICHARD A. VAN HOOSSSEN
THOMAS S. MOORE
WALTER H. GREBE
BETTY J. LONG
ROBERT L. ALLEN
THOMAS H. TONGUE
GEORGE J. COOPER, III
CHRIS L. MULLMANN
CHARLES D. RUTTAN
LEONARD H. BEASLEY
ROBERT K. WINGER

MORRISON, BAILEY, DUNN, COHEN & MILLER
ATTORNEYS AT LAW
17TH FLOOR STANDARD PLAZA
PORTLAND, OREGON 97204
TELEPHONE (503) 224-6440

August 30, 1974

Newberg Community Hospital
501 Villa Road
Newberg, Oregon 97132

Attention: Medical Records Librarian


Re: Barbara J. Usher

Gentlemen:

This office is representing the defendants in an action brought by Barbara J. Usher. Enclosed is a copy of the complaint.

Please review your hospital records as we are informed that Barbara J. Usher was hospitalized in your facility during some time in the past. We would appreciate your making a copy of all the records pertaining to your treatment of Barbara J. Usher in your facility and forwarding them to this office, together with your statement for services in this regard.

Very truly yours,


Thomas H. Tongue

THT/bh
Enclosure

1 IN THE CIRCUIT COURT OF THE STATE OF OREGON
2 FOR THE COUNTY OF MULTNOMAH
3
4

5 BARBARA J. USHER,

6 Plaintiff,

NO.

394061

7 -vs-

COMPLAINT

8 DAVID COBURN, and RADIO CAB
9 CO., an Oregon corporation,
10 Defendants,

11 NOW COMES the Plaintiff for cause of action against Defendants
12 and complains and alleges as follows:

13 I

14 That on or about April 8, 1972, at or about 2:30 p.m. in the
15 afternoon, the Plaintiff was driving her 1962 Plymouth Valiant
16 automobile in a generally Northerly direction on S.E. Ladd Avenue
17 and had brought her vehicle to a stop at a red light at the three
18 way intersection of S. E. Ladd Street and S.E. Twelfth and S. E.
19 Hawthorne Boulevard, all in the City of Portland, County of Mult-
20 nomah, State of Oregon, and at said time and place the Defendant
21 operating his automobile, and employed by Radio
22 Cab Co., collided with the rear end of Plaintiff's vehicle, forcing
23 her vehicle out into the intersection and throwing Plaintiff
24 violently and physically about the interior of her car.

25 II

26 The sole and proximate cause of the collision and resulting
27 injuries of the Plaintiff was the negligence of the Defendant
28 DAVID COBURN in the operation of the vehicle he was driving in
29 one or more of the following particulars, to-wit:

- 30 1) Traveling at an excessive rate of speed.
31 2) Failing to keep a proper lookout.
32 3) Failing to keep his vehicle under proper control.


1 4) Failing to stop, swerve, or otherwise avoid collision with
2 the rear end of Plaintiff's vehicle.

3 III

4 As a direct and proximate cause of the negligence of Defendant
5 Plaintiff herein sustained a (cervicothoracic strain and sprain and
6 a sacral fracture) and the Plaintiff is suffering from a residual
7 sacral deformity that is permanent in nature and that the Plaintiff
8 has been (rendered severely nervous and emotionally upset and
9 experiences severe fainting spells and headaches) and has suffered,
10 as a result of the negligence of the defendant, Plaintiff has
11 incurred medical bills plus prescription costs in the sum of
12 \$3,174.00, and at the time of the filing of this complaint, in
13 addition, Plaintiff has been (unable to accept employment) from the
14 date of the collision to and continuing through the date of the filing
15 of this complaint, and that Plaintiff has suffered general damages
16 in the sum of \$45,000.00.

17 WHEREFORE, Plaintiff prays for judgment against the Defendants,
18 and each of them, in the sum of \$3,174.00 special damages, and for
19 the further sum of \$45,000.00 general damages, together with her
20 costs and expenses incurred herein.

21 RADER & KITSON

22
23 By 
24 Thomas J. Cyran
25 Of Attorneys for Plaintiff
26
27
28
29
30
31
32

10 ~~draft~~
July 16, 1974
Tuesday

For the Administration

COLLECTIVE BARGAINING AGREEMENT

This Agreement is entered into this 1st day of July, 1974, by and between the Newberg Community Hospital, hereinafter referred to as the "Hospital", and the OREGON LICENSED PRACTICAL NURSES ASSOCIATION, INC., hereinafter referred to as the "Association".

PURPOSE

The main purpose of this agreement is to facilitate the achievement of the mutual goal of providing improved patient care by establishing fair employment conditions and an orderly system of employer-employee relations, which will facilitate joint discussions and cooperative solutions of mutual problems by Hospital Administration and Representatives of their Nurses.

ARTICLE I - RECOGNITION

The Hospital recognizes the Association as the representative for all Licensed Practical Nurses employed in the Hospital for the purpose of collective bargaining with respect to rates of pay, hours of work, fringe benefits, and other conditions of employment.

ARTICLE II - NO DISCRIMINATION

Race, color, creed, age, marital status, or association membership shall not be considered in hiring, placement, promotion, salary determination, or other terms of employment.

There shall be no discrimination, interference, or restraint against any Licensed Practical Nurse because of her activity in an official capacity on behalf of the Association, or for any other cause, provided such activity or cause does not interfere with the effectiveness and efficiency of the Hospital in serving and carrying out its responsibility to the public and the patient.

ARTICLE III - EMPLOYMENT STATUS

A. Hospital shall have the right to hire, suspend, discharge, promote, transfer and discipline LPN's for proper cause. Nothing in this agreement shall preclude the establishment of rules by Hospital that are not in conflict with this agreement.

B. An LPN employed by the Hospital shall become a permanent employee after she has been continuously employed for a period of ninety (90) consecutive calendar days.

- 1) Any LPN terminated during the period of probation shall be given the specific reasons therefor in writing and shall have been previously counseled on her deficiencies.

C. All LPN's shall give the Hospital not less than ten (10) working days' written notice of intended resignation.

D. Hospital shall give regular LPNs ten (10) working days notice of the termination of their employment, or if less notice is given, then the difference between ten (10) working days and the number of working days advance notice shall be paid the LPN at her regular rate of pay, eight (8) hours per such working day; provided however that no such advance notice or pay in lieu thereof shall be required for LPNs who are discharged for violation of nursing ethics or discharged for cause.

E. A regular LPN who feels she has been suspended, disciplined, or discharged without proper cause may invoke the procedure outlined under Article XV Grievance Procedure.

F. Each LPN leaving the employment of Hospital shall be required to report for a termination or exit interview by the Personnel Department.

G. Mutual Responsibility: The Association, Licensed Practical Nurse or any Representative of the Association, or the Licensed Practical Nurse shall not encourage, participate in, or cause a work stoppage against or directly involving the Hospital, nor shall the Hospital invoke a lock-out of the Licensed Practical Nurse.

ARTICLE IV - EVALUATION AND DEVELOPMENT

A. The Hospital shall provide counseling and evaluations of the performance of each Licensed Practical Nurse covered by this Agreement at the completion of the probationary period, at the end of six month's employment and once each year thereafter.

B. The hospital agrees to maintain continuing in-service education programs related to LPN's which shall be open to all Licensed Practical Nurses, when staffing permits, wishing to attend. In the event an LPN is required by the hospital to attend in-service education functions outside her normal shift, she will be compensated for the time spent at such function at her applicable hourly rate.

C. Requests for educational leaves of absence including unpaid educational leave for periods up to one year for study will be considered by Administration. If hospital sends a nurse to attend an educational conference, she will be paid for any of her regularly scheduled work days lost as a result thereof at her regular rate of pay.

D. Other paid educational leaves of absence to attend Licensed Practical Nurses meetings, professional educational meetings, such as Workshops, conventions and State Board meetings shall be considered by Administration to the extent that attendance does not jeopardize Hospital services.

E. Educational leaves of absence shall not be considered during the probationary period.

Notices of all Workshops & Seminars sent to the Director of Nursing Personnel shall be posted on the LPN Bulletin Board.

ARTICLE V -- ASSOCIATION MEMBERSHIP AND SECURITY

A. All Licensed Practical Nurses employed at the effective date of this Agreement and each Licensed Practical Nurse employed following the effective date of this Agreement shall be given the following notice by the Hospital.

"Notice to Licensed Practical Nurses"

1. This Hospital has entered into an Agreement with the Oregon Licensed Practical Nurses Association, Inc., recognizing said Association as the collective bargaining representative in respect to wages, hours and working conditions for Licensed Practical Nurses employed in this Hospital.

2. It is suggested that all Licensed Practical Nurses employed in this Hospital investigate the merit of membership in the Licensed Practical Nurses Association.

B. The Administration. Effective *July 1*, 1974, all employees who are then Oregon Licensed Practical Nurse Association members or thereafter become members of the Oregon Licensed Practical Nurses Association shall maintain membership therein as a condition of continued employment.

Oregon Licensed Practical Nurses Association shall notify the Employer in writing of members delinquent in payment of dues, and the Hospital will contact each delinquent employee, who shall clear such delinquency within 30 days from receipt of such employee's name by the Hospital, and if not so cleared, such employee shall be dismissed from employment. Oregon Licensed Practical Nurses Association agrees that it shall be reasonable in cases involving financial hardship.

C. Dues Check-Off. The Hospital agrees to deduct the Association membership dues once each month from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Hospital by the Treasurer of the Association, and the aggregate deduction of all Licensed Practical Nurses shall be remitted, together with an itemized statement to the Treasurer of the Association, by the first day of the succeeding month after such deductions are made.

D. Membership List. The Hospital agrees to provide the Association with a list of all Licensed Practical Nurses employed on July 1 of each year and further shall also provide each month a listing of all Licensed Practical Nurse personnel hired or terminated during the previous month.

E. The Hospital shall furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Association. The Association shall limit its postings of notices and bulletins to such bulletin boards.

ARTICLE VI HOURS OF WORK

A. The basic work week shall be forty (40) hours.

B. The basic work day shall be eight (8) consecutive hours and one-half ($\frac{1}{2}$) hour lunch period on the nurse's own time.

C. All work in excess of eight (8) hours per day shall be properly authorized and shall be compensated for at the rate of one and one-half ($1\frac{1}{2}$) times the employee's regular rate of pay.

Overtime worked shall be considered all work performed fifteen (15) minutes after the end of a normal shift, and all time over fifteen (15) minutes shall be considered one-half ($\frac{1}{2}$) hour for pay purposes.

There shall be no discrimination against any employee who declines to work overtime. Overtime work shall be voluntary except in cases where the public health, safety and welfare may be jeopardized.

D. Rest periods shall be fifteen (15) minutes in each four (4) hour period.

E. Time schedules and days off shall be posted at least ~~two~~ ^{ONE} (1) weeks in advance, *and will cover the minimum of one (1) month's schedule. Employees shall be notified of any changes in the work schedule.*

F. The work week shall consist of five (5) consecutive days, or rotation of week-ends as agreed upon between the employer and the employee;

G. There shall be no rotating of shifts, except by employees own choice; when needed to work a shift other than his or her own regular shift.

ARTICLE VII - HOLIDAYS

A. The following days shall be recognized and observed as paid holidays:

- | | |
|---------------------|---------------------|
| 1. New Year's Day | 5. Veteran's Day |
| 2. Memorial Day | 6. Thanksgiving Day |
| 3. Independence Day | 7. Christmas Day |
| 4. Labor Day | 8. Personal Holiday |

B. Holiday Pay. Eligible employees shall receive one (1) day's pay or a compensatory day off for each of the holidays listed on which they perform ^{no} work. Employees shall be eligible for holiday pay from the time of employment.

C. Week-end Holidays. When a holiday shall fall on a Saturday or a Sunday that holiday shall be observed on that day.

D. Holiday During Leave. Should an employee be on authorized leave with pay when a holiday occurs, such holiday shall not be charged against such leave.

E. Pay for Holidays Worked. If an employee works on any holiday listed he shall be compensated, in addition to his regular holiday pay, for all hours worked at the rate of one and one-half ($1\frac{1}{2}$) times his regular rate of pay.

F. Holiday Overtime Rate. Employees working overtime on any of the holidays listed shall be paid at the rate of two and one-half ($2\frac{1}{2}$) times their regular rate for all work performed in excess of eight (8) hours.

G. Compensatory Time Off. An employee may choose to be compensated for holidays worked or overtime by compensatory time off at the same rate at which his holiday work or overtime pay would otherwise be calculated. Such time off may be taken at his discretion, providing he notifies the employer in advance.

H. Accumulation. An employee may accumulate up to ^{Eight 8}~~eleven (11)~~ compensatory days per calendar year, providing that holidays accumulated during one calendar year must be taken by July 1 of the succeeding calendar year. Exceptions may be made at the discretion of the employer.

ARTICLE VIII - WAGES

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached Wage Schedule shall be considered a part of this Agreement.

ARTICLE IX - VACATION

A. Full-time employees shall be eligible for vacation as follows:

1. After one (1) year - ten (10) working days (of which five (5) days may be taken after six (6) months)
2. After five (5) years - fifteen (15) working days
3. After ten (10) years - twenty (20) working days

Vacation pay shall be computed at the employees regular shift rate, including any shift differential.

B. Vacation Times. Employees shall be permitted to choose either a split or entire vacation. Whenever practical, consistent with the needs of the Hospital and requirements for vacation relief, employees shall have the right to determine vacation times but in any case vacation time shall be selected on the basis of seniority. However, each employee will be permitted to exercise his right of seniority only once.

C. Termination or Death. After six (6) months of service, upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or his heirs, whichever the case may be.

ARTICLE X - OTHER LEAVES

A. Leave of Absence. Leave of absence without pay for a limited period not to exceed thirty (30) days shall be granted for any reasonable purpose without loss of accrued benefits.

B. Jury Duty. Employees shall be granted leave with full pay any time they are required to report for jury duty or jury service.

C. Maternity Leave. Maternity leave not to exceed six (6) months shall be granted at the request of the employee. Maternity leave may be extended or renewed for a period not to exceed six (6) months without loss of accrued benefits.

D. Educational Leave.

1. After completion ^{of} one (1) year of service, an employee upon request may be granted a leave of absence without pay for educational purposes at an accredited school when it is related to his employment. The period of such leave of absence shall not exceed one (1)

year but it may be renewed or extended at the request of the employee when necessary. One (1) year's leave of absence with any requested extension for educational purposes may not be provided more than once in any three (3) year period. Employees shall be granted leave of absence with pay for educational purposes for reasonable length of time to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, provided it does not interfere with the operation of the Hospital.

2. The Hospital will reimburse an employee for the cost of tuition up to six (6) hours per week, upon successful completion of any study course taken on his own time and which is related to his position and will result in professional improvement. Employees will apply for approval of the request for reimbursement prior to enrolling in the course of study. X

ARTICLE XI - SICK LEAVE

A. One day sick leave is granted for each full month of employment. A full day's pay is granted for each day's illness under this plan. Sick leave is cumulative. All days accumulated above 36 days, accumulative sick days, will be paid in the form of a cash bonus at the end of the anniversary date to those personnel still actively employed. Payment for the 36 days accumulative sick leave upon termination of employment will not be made to employees with less than 10 years fully accredited employment. After 10 years, a full cash settlement will be made upon termination of employment if for other than cause. In order to be eligible for sick leave, the employee must report to the immediate supervisor prior to the beginning of the work shift. Proof of illness (attending physician's statement) may be required. Sick time required over and above the employee's sick leave allowance may be taken as a vacation time, provided the individual employee so designates and the department head so approves. Sick leave may be used at the employee's discretion for critical illness or death in the immediate family. Pay for sick leave will begin on the first scheduled working day of illness. X

B. Death. In addition to regular sick leave, an employee shall be granted not more than three (3) days leave of absence with full pay in the event of death in the immediate family of the employee to make household adjustments or to arrange for and attend funeral services.

An employee's immediate family shall be defined as spouse, parents, children, brothers, sisters, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepchildren, grandchildren, guardians and any person living in the immediate household. Under exceptional circumstances, modifications to this section may be granted by the Hospital upon request.

ARTICLE XII - HEALTH AND WELFARE

over twenty (20) hours per week over period of one (1) year.

B. Life-Insurance. The Hospital agrees to provide each employee covered by this agreement with term life insurance in the amount of five thousand dollars (\$5,000.00) for each employee. Upon retirement employees with ten (10) years or more of service will be provided two thousand dollars (\$2,000.00) coverage. Employees shall designate their beneficiaries. X

C. Retirement. The Hospital shall continue their present retirement program.

D. Chest X-Ray. At the beginning of employment and annually thereafter the Hospital shall provide chest x-rays or Tine Tests at no cost to the nurse.

E. Blood Examination. Employees shall be permitted a routine blood examination at no cost to the employee when indicated because of exposure to communicable disease. *in the job*

F. Emergency Treatment. Treatment received in the Emergency Department due to injuries or illness on the job will be given at no cost to the employee.

G. Flu Shots to be made available to the employees each fall.

ARTICLE XIII - SENIORITY

A. Continuous employment--the performance of all scheduled hours of work, including time off because of vacation, paid sick leave, and authorized leaves of absence which has not been interrupted by the occurrence of the following:

1. Termination
2. Layoff for lack of work which has continued for six (6) consecutive months.
3. Continued absence following the expiration of a written leave of absence or emergency extension thereof granted by Hospital.
4. Absence from work for three (3) consecutive working days without notice to the Hospital.
5. Failure to report for work promptly after an accident or sickness when released to return to work by a physician.

B. All other things being equal, qualified senior LPNs will be given the first opportunity for both advancement and shift preference within their areas of experience and qualifications. LPNs will not be regularly scheduled to work different shifts.

C. An LPN who desires to change shifts or move to another nursing service department in Hospital shall make her desired known in writing to the individuals designated by the Director of ^{Nursing} Patient Services who shall retain requests for subsequent consideration when such an opening occurs. Hospital will post Notice to all LPNs job vacancies to be filled as vacancies occur.

D. A Licensed Practical Nurse, after being employed full-time^{for 5 years}, may work part-time for one (1) year then return to full-time employment without losing any fringe benefits or seniority.

A. In the interest of good communication and to cultivate and achieve mutual understanding and cooperation, a Conference Committee shall be established at the Hospital composed of representatives of the Hospital Administration, elected officers of the unit and non-employee representatives of the Association.

B. Conference Committee meetings will be held at the written request of either party at a time mutually agreed upon to exchange ideas and information and to explore and discuss situations and subjects of mutual interest and concern. Arrangements for Conference Committee meetings shall be presented in writing at the time the conference is requested.

C. The Committee shall exclude from discussion any matters which are proper subjects to be processed through the Grievance Procedure. Nothing arising out of Conference Committee meetings shall be referred to the Grievance Procedure.

ARTICLE XV - GRIEVANCE PROCEDURE

Definition: Grievance shall mean a complaint by a Licensed Practical Nurse, or group of Licensed Practical Nurses of an employer hospital based upon or caused by an alleged violation or misrepresentation of any provision of this Agreement.

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step I. An Association Representative, with or without the employee, may take up the grievance or dispute with the employer's immediate divisional supervisor within ten (10) days of its occurrence. If at that time the representative is unaware of the grievance, it may be taken up within ten (10) days of his knowledge of its occurrence. The divisional supervisor shall then attempt to adjust the matter and respond to the representative within three (3) working days.

Step II. If the grievance has not been settled, it may be presented in writing by the Association representative, or the Association grievance committee, to the Department Head within seven (7) days after the divisional supervisor's response is due. ~~THE/ASSOCIATION/REPRESENTATIVE~~ The Department Head shall respond to the Association representative or the grievance committee in writing within five (5) days.

Step III. If the grievance still remains unadjusted, it may be presented by the Association representative, or the Association grievance committee to the Hospital within (7) days after the response of the Department Head is due. The Hospital shall respond in writing to the representative or grievance committee within five (5) working days.

Step IV. If the grievance is still unresolved, either party may within ten (10) days after the reply of this Hospital is due, by written notice to the other, request that the matter be referred to an adjustment board consisting of two (2) representatives of each party. A decision by a majority of the adjustment board shall be made within seven (7) days and shall be final and binding.

In case of failure of the adjustment board to reach a majority decision, the parties shall agree upon a fifth (5th) representative or umpire who shall be a competent and disinterested person who shall have the deciding vote on the matter at issue. The decision or award of the umpire shall be final and binding upon all concerned. Each party shall pay one-half ($\frac{1}{2}$) of the cost of the umpire. The final decision or award shall be rendered in writing.

There shall be no interruption of work by the employer or the employees pending, during or after such final adjustment.

A. Unit Officers: Employees selected by the Association to act as Association representatives shall be known as "Unit Officers".

B. Hospital-Association Meetings. The Hospital Administrator or his designee(s), shall meet at mutually convenient times with the Association Grievance Committee. All grievance committee meetings with the Hospital shall be held during working hours, on Hospital premises and without loss of pay. The Association Grievance Committee shall consist of accredited representatives of the Association.

The purpose of the Grievance Committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the Hospital other issues which would improve relationships between the parties. Prior notice of topics for discussion at such meetings shall be furnished by each party to the other.

C. Processing Grievances. Grievance Committee members may investigate and process grievances during working hours, within reasonable limits, without loss of pay.

ARTICLE XVI - SAVINGS CLAUSE

Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decisions, upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof.

This Agreement shall be binding upon the parties hereto and their successors and assigns for the Hospital ~~and the Hospital~~ and the Association. In the event of sale or transfer of the Hospital, or any part thereof, the purchaser or the transferee shall be bound by this Agreement.

Retention of Present Benefits. No Licensed Practical Nurse shall receive a reduction in pay or working conditions and fringe benefits less favorable by reason of the negotiation and adoption of this Agreement.

ARTICLE XVII - DURATION AND TERMINATION

This Agreement shall be effective as of the first day of July, 1974, and shall remain in full force and effect until the First day of July 1975. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, not later than sixty (60) days prior to the expiration date that it wishes to modify or terminate this Agreement. Notification shall include the substance of the modification and the language with which such desired modifications are to be expressed. In the event that such notice is given, this Agreement shall remain in full force and effect during the period of negotiations.

FOR THE OLPNA, INC.

FOR THE HOSPITAL

A. Salary.

1. Basic minimum salary for general duty nurses shall be \$581.00 ^{per month} ~~per hour~~.
2. Credit shall be given to new employees in the tenure brackets as set forth in the wage schedule for previous ^{hospital} experience. X
3. Increments
 - a. All increments shall become effective the beginning of the pay period following the anniversary date of continuous employment.
 - b. Regular increments to the entering salary shall be added upon completion of specified periods of continuous employment as follows:
4. Premium Pay
 - a. For evening duty (3-11) and night duty (11-7) the premium pay shall be 20¢ above the base salary for general duty nurses.
 - b. Nurses who have special training and perform special services in the following departments EEG, Special Procedure, Emergency Room, Intensive Care Unit, Special Services, Surgery, Team Leaders, and Floats, shall be paid twenty-five (25) cents per hour over the base salary exclusive of stand-by and call time pay. The premium pay shall be over and above the salary for general duty nurses in their tenure bracket.
 - c. Stand-by and Call: Nurses on stand-by or call shall be paid five dollars (\$5.00) for every eight (8) hour period in addition to their regular rate of pay.
 - d. Part time: Nurses regularly employed three or less days per week shall receive the prevailing private duty rate plus shift differential and special services differential in lieu of fringe benefits.

B. LPN'S DISCOUNT ON HOSPITAL BILL:

After the first six (6) months of employment, 25% and after one (1) year's employment, 50% discount on LPN'S hospital bill that exceeds insurance coverage.

WILLNER, BENNETT & LEONARD
ATTORNEYS AT LAW
900 CORBETT BUILDING
PORTLAND, OREGON 97204

April 10, 1973

DON S. WILLNER
ROBERT A. BENNETT
GEORGE D. LEONARD
LILLIAN MEYERS
R. WILLIAM RIGGS
DENNIS W. SKARSTAD

TELEPHONE
228-6611



Mr. George H. Layman
Newberg City Attorney
115 N. Washington Street
Newberg, Oregon 97132

Re: Newberg Community Hospital

Dear George:

Your letter of April 5th addressed to Don Willner has been referred to me for reply. Don is out of the country on depositions and we don't expect him back for a week or so and I know you would like to have some answers or comments to your letter before then.

The maintenance of membership and dues check-off provisions contained in Article III are fairly common in collective bargaining agreements and are almost standard in agreements between the OLPNA and Oregon Hospitals with whom they have a collective bargaining agreement. Experience has proven the desirability of this kind of arrangement from the standpoint of all parties. The employees find it easier to pay their dues through a payroll deduction and it is less cumbersome for the OLPNA to have the dues remitted in a lump sum and on a regular basis. It is also beneficial to the Hospital since it does away with the frequent need to investigate possible cases of discharge for failure to pay dues which are frequently a matter of oversight on the part of the employee.

The grievance procedure in Article VIII is also common and quite uniform although the language varies from contract to contract. I am not personally aware of any collective bargaining agreement which does not contain some form of a grievance procedure. It is inconceivable to me that a contract could be effectively administered without some procedure for determining difference of

Mr. George H. Layman
April 10, 1973
Page -2-

opinion as to the interpretation or application of the agreement. The suggested procedure in this contract is the type generally followed in Oregon Hospitals having contracts with the OLPNA.

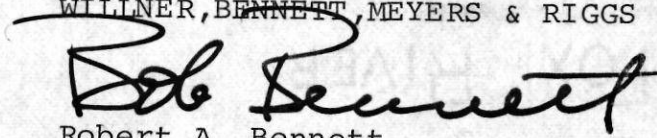
The grievance procedure results in a final and binding determination which precludes either party from judicial review. If the parties desire judicial review, that of course, could be made a part of the contract. I know that the City Charter for Milwaukie has a grievance procedure for their fire department employees and a provision for denovo court review. Most grievance procedures, however, do not provide for court review because of the need to have early determinations and to avoid the obvious expense of judicial proceeding.

I do not regard the grievance procedure as removing the power of decision from the elected governing body. It merely adjusts disputes between contracting parties when a difference of opinion arises over the meaning of the contract or its application to a particular circumstance. If these decisions were left to only one party to the contract the obvious problem is apparent.

If you have any further questions or concerns I would be most happy to discuss them with you.

Very truly yours,

WILLNER, BENNETT, MEYERS & RIGGS


Robert A. Bennett

RAB:em

cc: Gloria Glasscock

April 5, 1973

Mr. Don S. Willner
Attorney at Law
900 Corbett Building
Portland, Oregon 97204

Dear Don:

I understand that you are legal advisor to the Oregon Licensed Practical Nurses Association, Inc., which has now been designated as bargaining agent with Newberg Community Hospital.

Last week I met with representatives of the Association, who presented the hospital with a proposed agreement, which is now being considered by the hospital management.

I know that you are very familiar with matters of this kind in general, and perhaps this proposed contract in particular. Hence, I would appreciate your comment as to the desirability of Article III, relating to maintenance of membership and dues check-off, and also Article VIII, providing for grievance procedure. On the latter question, I am particularly interested in knowing whether such an article would prevent either side from having court review, following decision of the adjustment board. There is also the problem, which has been of concern to several areas of government, arising when the power of decision is removed from the elected governing body which, in this instance, is the Council of the City of Newberg.

Any background information or comments you can make on these two articles would be helpful to me.

With best regards, I am,

Sincerely yours,

George H. Layman.

GHL:t
CC: Mr. Milt Robins

This agreement made and entered into between Newberg Community Hospital and the Oregon Licensed Practical Nurses Association, Inc.

The main purpose of this agreement is to facilitate the achievement of the mutual goal of providing improved patient care by establishing fair employment conditions and an orderly system of employer-employee relations, which shall facilitate joint discussions and co-operative solutions of mutual problems by a Health Care Facility Administration and representatives of their nurses.

ARTICLE I - Definitions

"Licensed Practical Nurse", herein referred to as "LPN", shall mean and LPN who has become licensed under Oregon Revised Statutes 678.210 and to 678.360, and who performs for Hospital, services in the nursing or care of the sick.

ARTICLE II - Recognition

Hospital recognizes Association as the collective bargaining representative in respect to rates of pay, hours of work and other conditions of employment for a bargaining unit composed of all Licensed Practical Nurses employed by Hospital and who perform the duties as defined in Article I of this agreement.

ARTICLE III - Maintenance of Membership and Dues Check-off

- A. Effective July 1, 1973, all employees who are then Oregon Licensed Practical Nurses Association members, or thereafter become members of OLPNA, shall maintain membership therein as a condition of continued employment.

OLPNA shall notify the Employer in writing of members delinquent in payment of dues, and the Hospital will contact each delinquent employee, who shall clear such delinquency within thirty (30) days from receipt of such employee's name by the Hospital, and if not so cleared, such employee shall be dismissed from employment. OLPNA agrees that it shall be reasonable in cases involving financial hardship.

B. Check-off:

Newberg Community Hospital agrees to deduct the Association membership dues once each month from the pay of those employees who individually request, in writing, that ~~such~~ such deduction be made. The amounts to be deducted shall be certified to Newberg Community Hospital by the Treasurer of the Association, and the aggregate deduction of all Licensed Practical Nurses shall be remitted, together with an itemized statement to the Treasurer of the Association, by the fifth (5) day of the ~~month~~ month after such deductions are made.

- C. Upon the execution of this agreement, Hospital agrees to give the Association a list of all LPN's employed by Hospital, together with their addresses, and to provide a similar list each six months thereafter of all such employees and their addresses.

ARTICLE IV - No Discrimination

In respect to hiring, placement, promotion, salary determination, or other terms of employment of nurses covered by this agreement, there shall be no discrimination in respect to sex, race, creed, color, or age.

ARTICLE V - Employment Status

- A. Hospital shall have the right to hire, suspend, discharge, promote, transfer and discipline LPN's for proper cause.

- B. An LPN employed by the Hospital shall not become a regular employee until she has been continuously employed for a period of three (3) months.
- C. After three (3) months LPN's shall give Hospital not less than ten (10) working days written notice of intended resignation. Failure to do so shall constitute waiver of vacation and holiday credits otherwise due employee.
- D. Hospital shall give regular LPN's ten (10) working days written notice of the termination of their employment, or, if less notice shall be given, then the difference between ten (10) working days and the number of working days of advance notice herein required shall be paid to the LPN at her regular rate of pay.
- E. Upon termination of employment, an LPN shall be granted an interview with the Administrator or his designee or his representative.
- F. Upon the request of a nurse who feels that she has been discharged without proper cause, a review of the action shall be made through the regular grievance procedure. A routine terminal interview is recommended and must be granted when requested by the LPN.
- G. All LPN's shall be required to wear the appropriate Licensed Practical Nurses identification at all times while on duty.

ARTICLE VI - Leaves of Absence

- A. Sick leave shall accumulate for each full time LPN who has been continuously employed full-time for six (6) months at the rate of one (1) day for each of such month's employment, commencing with the first month of employment, to a maximum of twelve (12) days per year, until a maximum of sixty(60) work days of sick leave have accumulated.
- B. Pay for sick leave shall commence on the first day of illness.
- C. Sick leave credit shall not accrue during leaves of absence, lay-offs, absence from employment because of illness, or periods of non-regular part-time employment, provided, however, that an LPN receiving sick leave who has worked more than eighty (80) hours during the month in which such sick leave is used, shall, never-the-less, receive one (1) day's sick leave credit for such month. Accumulated sick leave shall be paid upon termination of employment.
- D. Maternity leave shall be granted at the request of the employee. (Maternity leave may be extended or renewed for a period not to exceed six (6) months without loss of accrued benefits). Such extended leaves must be authorized by the Administrator.
- E. A regular full or part-time LPN who has a death in her family will be granted time off as follows: The day of the funeral will be paid when it falls on the LPN's regular work day to attend the funeral of parents, spouse, children, sister, or brother. Provided, however, that when such funeral attendance involves extensive travel, that up to three (3) consecutive days, as required, will be granted with pay for any of such days which fall on such employee's regular workday.
- F. Leave of absence with pay, for attending educational meetings and other health

related workshops shall be granted, provided the number of nurses wishing to attend does not jeopardize Health Care Facility service.

ARTICLE VII - Health and Welfare

- A. At the beginning of employment and annually thereafter, Hospital shall arrange and provide chest x-rays, and, if required by Hospital, routine blood examination and urinalysis at no cost to the LPN. On request, laboratory examination without cost will be given when indicated because of exposure to contagious disease.
- B. Hospital shall contribute the cost of the present Blue Cross Health and Welfare program for each LPN employed.
- C. Hospital shall retain current Hospital discount policy on LPN's hospital bill that exceeds insurance coverage. (see exhibit "A")
- D. LPN's will be covered by a plan of industrial insurance, either State Workman's Compensation or substantially equivalent plan.

ARTICLE VIII - Grievance Procedure

In the event a dispute arises over any of the terms or provisions of this Agreement, the matter shall be referred to an adjustment board consisting of two (2) representatives of each party. A decision by a majority of the adjustment board shall be made within seven (7) days and shall be final and binding. In case of failure of a majority of the adjustment board to reach a decision, the parties shall agree upon a fifth representative or umpire who shall be a competent and disinterested person who shall have the deciding vote on the matter at issue. The decision or award of the umpire shall be final and binding upon all concerned. Each party shall pay one-half ($\frac{1}{2}$) of the cost of the fifth representative or umpire. There shall be no interruptions of work by the employer or the employee pending, during or after such final adjustment.

ARTICLE IX - Hours of Work

- A. The basic work week shall be forty (40) hours.
- B. The basic work day shall be eight (8) consecutive hours plus one-half ($\frac{1}{2}$) hour meal period on the LPN's own time.
- C. Time worked in excess of the basic work day or work week shall be paid for as follows:
 - 1. Overtime:

Pay will not be given for time worked following termination of LPN's regular shift except that if work is extended beyond the first half hour following the end of the shift, then overtime shall be paid at the rate of time and a half ($1\frac{1}{2}$) of the LPN's regular rate, including the first half hour following the close of regular shift.
- D. One fifteen (15) minute rest period shall be allowed during each four (4) hour period of employment.
- E. Work schedules shall be prepared and posted not less than one (1) week in advance, and will cover the minimum of one (1) month's schedule.

Employees shall be notified of any change in the work schedule.

ARTICLE X - Vacation

- A. LPN's who have worked six (6) continuous months shall be granted vacations with pay as follows:
1. After six (6) months of continuous employment - one (1) week with forty (40) hours pay.
 2. After one (1) year of continuous employment - two (2) weeks with eighty (80) hours pay.
 3. After five (5) years of continuous employment - three (3) weeks with one hundred twenty (120) hours pay.
 4. After ten (10) years of continuous employment - four (4) weeks with one hundred sixty (160) hours pay.
- B. "Part-time employees" are defined as employees working less than the prescribed work week as herein defined above and shall receive 10% premium in lieu of pre-rated vacation and sick leave.
- C. Vacation pay shall be computed at the employee's regular straight time rate, including any shift differential.

ARTICLE XI - Holidays

- A. LPN's must have been employed thirty (30) days before being eligible for holiday pay.
- B. The following eight (8) holidays will be granted with regular pay:
New Years, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and Employee's birthday.
- C. It is agreed that holiday work shall be rotated by Hospital and that an LPN required to work shall be paid at the rate of time and one half ($1\frac{1}{2}$) and shall have a compensatory day off with regular pay at her discretion, or one additional day's pay. If a holiday falls during the LPN's vacation an extra day is added to her vacation.
- D. In any week in which a holiday occurs on a nurses "off-day", at her discretion she shall be granted an extra day off or receive regular pay for the unworked holiday.
- E. Part-time LPN's to receive time and one half ($1\frac{1}{2}$) for holiday work.

ARTICLE XII - Salary

- A. Wage schedule: Shall be effective July 1, 1973.

	Star ting	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year
1973	\$3.16	\$3.27	\$3.37	\$3.48	\$3.64

Employees shall be paid at their regular rate of pay when serving on jury duty.

- B. A shift differential of fifteen (15) cents per hour over and above hourly rate of pay shall be paid for the evening and night shifts.
- C. Part-time employees shall receive the regular hourly rate of pay within their tenure bracket plus ten (10)% in lieu of fringe benefits.
- D. The LPN shall not be required to perform duties usually performed by the aides or volunteers including stripping of beds, folding and storing of linens, replenishing depleted linen supplies, and cleaning discharge units, where ever practicable.

ARTICLE XIII - Seniority

To the extent that it is practical to do so, the principles of seniority shall be observed in assignment of duties.

All other things being equal, qualified senior LPN's will be given the first opportunity for both advancement and shift preference with their areas of experience and qualifications. LPN's will not be regularly scheduled to work different shifts.

ARTICLE XIV - Tenure

Credit shall be given new employees in the tenure brackets set forth in the Wage Schedule for prior experience in the same classification acquired in hospitals currently accredited by the Joint Commission on Accreditation of Hospitals. Such credit shall commence on the date satisfactory proof is provided by the new employee of such prior experience, at which time such employee shall be advance from tenure to one (1) bracket lower than the bracket for which they would have been qualified had all such experience been earned in the present Hospital.

ARTICLE XV - Duration and Renewal

- A. This Agreement shall become effective July 1, 1973, and be effective until July 1, 1974.. Said Agreement shall continue in full force and effect from year to year thereafter unless written notice of desire to change, modify, or terminate is given by either party to the other at least sixty (60) days prior to the expiration date of the Agreement.
- B. Any change of Administrator or Administration shall not change the effect of this Agreement.
- C. This Agreement shall remain in full force and effect during any period of negotiations.
- D. No LPN shall receive a reduction in pay or benefits or loss of job or change in present position by reason of the negotiation or adoption of this Agreement.
- E. This agreement shall be binding upon both parties, their successors and assigns. In the event of sale or transfer of the Hospital, or any part thereof, the purchaser or the transferee shall be bound by the Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to become effective and be duly executed by their authorized representatives.

Date: _____

Place: _____

NEWBERG COMMUNITY HOSPITAL

OREGON LICENSED PRACTICAL NURSES
ASSOCIATION, INC.

Administrator

CITY OF NEWBERG

414 EAST FIRST STREET

TELEPHONE 538-9421

NEWBERG, OREGON 97132



March 15, 1973

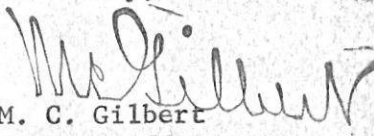
Milton Robins, Administrator
Newberg Community Hospital
501 Villa Road
Newberg 97132

Dear Milt:

For any information that you need in a hurry on labor relations, call Lon Mills, Local Government Personnel Institute, League of Oregon Cities, P. O. Box 928, Salem, telephone 588-2251.

Mr. Mills is sending some information regarding state laws on labor relations. Also, he will come over to the meeting if requested to do so.

Sincerely,


M. C. Gilbert
Finance Officer

/ald

OREGON LICENSED PRACTICAL NURSES ASSN., INC.

621 N.E. 49th Avenue, Room 530

Post Office Box 13117

Portland, Oregon 97213

Phone (503) 234-3734

March 12, 1973

Mr. Milt Robins, Administrator
Newberg Community Hospital
509 Villa Road
Newberg, Oregon 97132

Dear Mr. Robins:

The association has received the determination on the collective bargaining agent and appropriate bargaining unit from Norman O. Nilsen, Commissioner of Labor. The Oregon Licensed Practical Nurses Association has been designated as the representative of licensed practical nurses employed at Newberg Community Hospital.

4-11-73
10:30 AM
The date of March 29, 1973 is proposed in your office at the hospital at 10:00 AM for the representatives of the association and the licensed practical nurses to meet with you and your committee. Wages, hours of work, fringe benefits, and other conditions of employment will be on the agenda.

If we do not hear from you, to the contrary, by March 22nd, we will assume the date is acceptable. Mrs. Helen Dwyer from Klamath Falls will be the spokesman for the LPN unit.

Very truly yours,

Gloria J. Glasscock
Mrs. Gloria J. Glasscock
Executive Secretary

cc: Virginia Ward
Helen Dwyer
Don Willner

MAIN OFFICES

408 STATE OFFICE BLDG.
1400 S. W. 5TH AVENUE
PORTLAND, OREGON 97201
115 LABOR AND INDUSTRIES BLDG.
SALEM, OREGON 97310



STATE OF OREGON
BUREAU OF LABOR

N. O. NILSEN
COMMISSIONER

BRANCH OFFICES

301 STATE OFFICE BUILDING
EUGENE OREGON 97401
130 W. 6TH, SUITE 200 103
MEDFORD, OREGON 97501
ROOM 102, STATE OFFICE BLDG.
PENDLETON, OREGON 97801

705 SOUTH 4TH
COOS BAY, OREGON 97420

March 7, 1973

Mr. Milt Robins, Administrator
Newberg Community Hospital
509 Villa Road
Newberg, Oregon 97132

Re: Determination of Representative and Appropriate Bargaining Unit,
All Licensed Practical Nurses, Newberg Community Hospital,
Newberg, Oregon. Case No. 2-73.

Dear Mr. Robins:

Enclosed please find a duplicate original of my determination on collective bargaining agent and appropriate bargaining unit in the above referred to case under the Nurses Collective Bargaining Law.

I wish you every success in working out a written bargaining agreement which is mutually agreeable to your hospital and the employe organization.

Very truly yours,

Norman O. Nilsen
Commissioner of Labor

NON:1b

S T A T E O F O R E G O N

BUREAU OF LABOR

[]
[]
[Oregon Licensed Practical Nurses]
[Association, Inc.]
[]
[]
[]
[]
[Employe Organization]
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[]
[]
[Newberg Community Hospital]
[Newberg, Oregon]
[]
[Employer]
[]

Case No. 2-73

DETERMINATION OF REPRESENTATIVE AND
APPROPRIATE BARGAINING UNIT

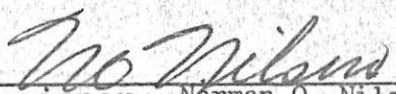
It appearing that a Petition for Determination having been filed in this matter on February 16, 1973, and it further appearing from an investigation of the facts, in accordance with the appropriate Rules and Regulations, that a collective bargaining representative has been designated by licensed practical nurses at the above captioned employer health care facility; and it further appearing that certain licensed practical nurses comprise an appropriate bargaining unit at said facility;

IT IS HEREBY DETERMINED THAT
OREGON LICENSED PRACTICAL NURSES ASSOCIATION, INC.

has been designated and selected by a majority of the licensed practical nurses of the above named employer, as their representative for the purposes of collective bargaining and that, pursuant to ORS 662.755 and ORS 662.765, the said organization is the exclusive representative of all the licensed practical nurses in the appropriate bargaining unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for a period of one year from March 7, 1973.

It is further DETERMINED that the appropriate bargaining unit is comprised of all licensed practical nurses at Newberg Community Hospital except any not performing nursing duties.

Dated this 7th day of March, 1973.


Commissioner, Norman O. Nilsen
Oregon Bureau of Labor

LABOR DISPUTES

662.445 List of qualified arbitrators. The State Conciliation Service shall maintain a list of qualified arbitrators who may be available to the parties to a labor controversy if the parties so request.
[1957 c.122 §2(3)]

662.450 [Repealed by 1957 c.122 §5]

662.455 Conciliator and other employees. The head of the State Conciliation Service shall be the conciliator who shall be appointed by the Executive Secretary of the Public Employee Relations Board, with the approval of the board. The conciliator and all other employees of the State Conciliation Service shall be subject to the State Merit System Law.
[1957 c.122 §2(2); 1969 c.671 §16]

662.460 [Repealed by 1957 c.122 §5]

662.470 [Repealed by 1957 c.122 §5]

662.480 [Repealed by 1957 c.122 §5]

662.490 [Repealed by 1957 c.122 §5]

662.500 [Repealed by 1957 c.122 §5]

662.505 [1961 c.690 §1; 1969 c.671 §17; 1971 c.729 §1; renumbered 663.005]

662.510 [Repealed by 1957 c.122 §5]

662.515 [1961 c.690 §2; renumbered 663.010]

662.520 [Repealed by 1957 c.122 §5]

662.525 [1961 c.690 §3; renumbered 663.015]

662.530 [Repealed by 1957 c.122 §5]

662.535 [1961 c.690 §20; repealed by 1971 c.729 §47]

662.540 [Repealed by 1957 c.122 §5]

662.545 [1961 c.690 §4; renumbered 663.020]

662.550 [Repealed by 1957 c.122 §5]

662.555 [1961 c.690 §5; renumbered 663.025]

662.565 [1961 c.690 §6; renumbered 663.030]

662.575 [1961 c.690 §7; renumbered 663.035]

662.585 [1961 c.690 §8(1); 1971 c.729 §44; renumbered 663.040]

662.595 [1961 c.690 §8(2), (3); renumbered 663.045]

662.605 [1961 c.690 §9; 1969 c.695 §14; renumbered 663.300]

662.610 [1953 c.723 §1; repealed by 1959 c.55 §1]

662.615 [1961 c.690 §§11, 13, 15; 1965 c.195 §2; 1969 c.314 §72; renumbered 663.305]

662.620 [1953 c.723 §2; repealed by 1959 c.55 §1]

662.625 [1961 c.690 §14; renumbered 663.310]

662.630 [1953 c.723 §3; repealed by 1959 c.55 §1]

662.635 [1961 c.690 §12; renumbered 663.315]

662.640 [1953 c.723 §4; repealed by 1959 c.55 §1]

662.645 [1961 c.690 §19; renumbered 663.320]

662.650 [1953 c.723 §5; repealed by 1959 c.55 §1]

662.655 [1961 c.690 §16; 1971 c.729 §46; renumbered 663.325]

662.660 [1953 c.723 §6; repealed by 1959 c.55 §1]

662.670 [1953 c.723 §7; repealed by 1959 c.55 §1]

662.680 [1953 c.723 §8; repealed by 1959 c.55 §1]

662.690 [1953 c.723 §9; repealed by 1959 c.55 §1]

662.700 [1953 c.723 §10; repealed by 1959 c.55 §1]

NURSES IN HEALTH CARE FACILITIES

662.705 Definitions for ORS 662.705 to 662.795. As used in ORS 662.705 to 662.795, unless the context requires otherwise:

(1) "Appropriate bargaining unit" means a homogeneous group of employees of a health care facility, having similar interests, duties, preparation and qualifications, determined pursuant to ORS 662.745.

(2) "Employee" means a licensed professional or practical nurse performing services for compensation for a health care facility, but does not include a member of a religious order assigned to a health care facility by the order as a part of his obligations to the order.

(3) "Health care facility" means a hospital or nursing home, agency or establishment, whether operated publicly or privately, having as one of its principal purposes the preservation of health or the care of sick or infirm individuals, or both. However, "health care facility" does not include a facility in which terms of employment are governed by the State Merit System Law or any other system of civil service operated under statute or ordinance, nor a facility employing fewer than four employees.

(4) "Labor Commissioner" means the Commissioner of the Bureau of Labor.
[1961 c.720 §54]

662.710 [1953 c.723 §12; repealed by 1959 c.55 §1]

662.715 Statement of policy. Sufficient competent and dependable care of the ill and infirm is of paramount importance to the general welfare of the people of this state. The Legislative Assembly recognizes that the public interest requires that effective measures be taken to assure uninterrupted continuation of this care. This state encourages the practice of collective bargaining between employers and employees of health care facilities in both publicly and privately operated health care facilities.
[1961 c.720 §53]

662.720 [1953 c.723 §13; repealed by 1959 c.55 §1]

662.725 Strike or work stoppage by employee as unfair labor practice. It is an unfair labor practice for an employee or representative of an employee to encourage, participate in or cause a strike or work stoppage against or directly involving a health care facility. [1961 c.720 §55]

662.730 [1953 c.723 §14; repealed by 1959 c.55 §1]

662.735 Unfair employment practices by health care facilities. It is an unfair employment practice for a health care facility to do one or more of the following acts:

- (1) Interfere with, restrain or coerce employees in any manner in the exercise of their right of self-organization.
- (2) Initiate, create, dominate, contribute to or interfere with the formation or administration of an employee organization that has collective bargaining as one of its principal functions.
- (3) Discriminate in regard to hire, terms or conditions of employment in order to discourage membership in an employee organization that has collective bargaining as one of its principal functions.
- (4) Refuse to meet and bargain in good faith with the duly designated representatives of an appropriate bargaining unit of its employees. For the purposes of this subsection, it is a requirement of bargaining in good faith that the parties be willing to reduce to writing, and have their representatives sign, any agreement arrived at through negotiation and discussion.

(5) Institute, cause or declare a lockout. [1961 c.720 §56]

662.740 [1953 c.723 §15; repealed by 1959 c.55 §1]

662.745 Determination of appropriate bargaining unit. (1) The composition in a health care facility of an appropriate bargaining unit may, for the purposes of ORS 662.705 to 662.795, be determined by common consent between the person or authority in charge of the facility and the employees thereof. If either party applies to the Labor Commissioner, the commissioner or his representative shall make the determination of the composition of the appropriate bargaining unit.

(2) In determining an appropriate bargaining unit under subsection (1) of this section, professional employees may not be included in the same bargaining unit with non-

professional employees, unless the Labor Commissioner finds that a majority of the professional employees of that bargaining unit desire inclusion within such bargaining unit. [1961 c.720 §57]

662.750 [1953 c.723 §16; repealed by 1959 c.55 §1]

662.755 Designation of bargaining unit representative. An employee organization is considered to be the duly designated representative of all the employees in an appropriate bargaining unit for the purposes of ORS 662.735 if it can show evidence that bargaining rights have been assigned to it by a majority of the employees in that bargaining unit. [1961 c.720 §58]

662.760 [1953 c.723 §19; repealed by 1959 c.55 §1]

662.765 Filing of representation petition; investigation; election. (1) If the right of an employee organization to represent the employees in a bargaining unit is questioned by the authority in charge of the facility employing the employees, the employee organization may petition the Labor Commissioner for a determination. The Labor Commissioner or his representative shall investigate and determine the composition of an appropriate bargaining unit, if such determination has not previously been made under ORS 662.745, and shall determine the representative, if any, designated to represent the employees in that bargaining unit.

(2) An employee organization found by the Labor Commissioner to be authorized by at least 30 percent of the employees in an appropriate bargaining unit may apply for an election by secret ballot to determine its right to represent the employees in that bargaining unit. If more than one employee organization claims to represent employees in the bargaining unit, the Labor Commissioner or his representative may conduct an election by secret ballot to determine which is authorized to represent the unit. If an employee organization receives a majority of the valid votes cast at the election, it is considered to be authorized to represent all the employees in that bargaining unit for the purposes of ORS 662.735.

(3) A determination under this section remains in effect for at least one year. [1961 c.720 §59]

662.770 [1953 c.723 §17; repealed by 1959 c.55 §1]

662.775 Prevention of unfair labor or employment practice. The Labor Commissioner, a health care facility or any employee organization qualified to apply for an election under ORS 662.765 may, in its name or in the name of its members, institute proceedings to restrain the commission of an unfair employment or labor practice listed in ORS 662.725 or 662.735. The proceeding may be instituted in the circuit court for any county in which the health care facility does business. The court in such an action may grant mandatory or prohibitory relief.

[1961 c.720 §80]

662.780 [1953 c.723 §18; repealed by 1959 c.55 §1]

662.785 Procedure when facility and employee representative cannot reach agreement. If a health care facility and the representative of an appropriate bargaining unit of its employees are unable to reach agreement after protracted collective bargaining in good faith, either party may:

(1) Request the State Conciliation Service to mediate the dispute. Both parties shall participate actively and in good faith in the mediation of such dispute by the conciliator.

(2) Apply to the Public Employee Relations Board for a fact-finding inquiry concerning the dispute, if the parties are not able to settle their dispute within 10 days through mediation and conciliation. Upon such an application, the Public Employee Relations Board shall forthwith make an investigation of the dispute. The Public Employee Relations Board may, in compliance with ORS 183.310 to 183.500, hold hearings, issue subpoenas, administer oaths and do all things necessary to enable it to make a complete investigation. Upon completion of its investigation the Public Employee Relations Board shall make written findings of fact and file the original thereof as a part of the record of its investigation. The Public Employee Relations Board shall serve a copy of the findings upon each of the parties.

[1961 c.720 §61; 1969 c.671 §18]

662.790 [1953 c.723 §20; repealed by 1959 c.55 §1]

662.795 Rules and regulations. In compliance with ORS 183.310 to 183.500, the Labor Commissioner may promulgate rules and regulations not inconsistent with ORS 662.705 to 662.795 that are necessary to enable him to carry out ORS 662.705 to 662.795.

[1961 c.720 §82]

PICKETING OF AGRICULTURAL PRODUCTION SITES

662.805 Definitions for ORS 662.805 to 662.825. As used in ORS 662.805 to 662.825, unless the context requires otherwise:

(1) "Perishable agricultural crops" means those products of agriculture which because of their inherent qualities or dependence upon conditions of soil or weather, mature, decompose, decay or deteriorate and in so doing undergo material changes of form and quality which render them unsuitable for the use for which they were produced.

(2) "Labor dispute" includes any controversy between an employer and a regular employee of that employer concerning terms or conditions of employment, or concerning the association or representation of persons in negotiating, fixing, maintaining, changing or seeking to arrange terms or conditions of employment.

(3) "Regular employee" means a person who has been employed by his employer for at least six calendar work days.

[1963 c.543 §2]

662.810 Statement of legislative policy; right to organize and bargain collectively.

(1) The Legislative Assembly recognizes and declares that agriculture is of great importance to the economy of the state and to the well-being of its citizens. Because of the perishable nature of agricultural crops, they must be harvested at the proper stage of maturity, and if this harvest is interfered with the crop may become a total loss with a resulting waste or loss of food, adverse effect upon consumer prices, loss of employment to agricultural laborers and severe dislocation of the entire economy of the state. The picketing of farms, ranches or orchards at such times as would prevent the planting or harvesting of such crops directly affects the public welfare and requires regulation by the state in the exercise of its police power.

(2) Nothing in ORS 662.805 to 662.825 shall be construed to prohibit any right of employees to organize and bargain collectively with their employers.

[1963 c.543 §§1, 6]

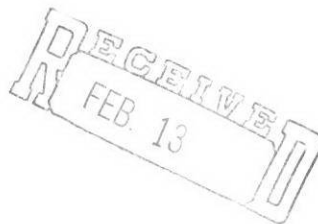
662.815 Picketing sites where perishable agricultural crops are being harvested restricted. It shall be unlawful for any person to picket or cause to be picketed any farm, ranch or orchard where perishable agricultural crops are produced while such

File 7

Newberg Community Hospital

Newberg, Oregon

February 11, 1974



Helen B. Trott
206 North Edwards #4
Newberg, Oregon 97132

Dear Mrs. Trott:

We have been advised by your doctor, Dr. Silvers, that your condition has improved and that you can now be transferred to a nursing home for further care. However, it is our understanding that you desire to remain in the hospital.

In accordance with Medicare Regulations, we are writing this letter to advise you that Medicare will no longer pay for your hospital care and that you are now liable for any hospital charges incurred by you from this date on.

If you have any questions, do not hesitate to contact your nurse or the business office.

Very truly yours,

C. M. Robins *mya*

C. M. Robins,
Administrator

CMR/mb

CC: George Layman
Donna McConnel
Business Office

August 10, 1973

Mr. C. M. Robins, Administrator
Newberg Community Hospital
Newberg, Oregon

Dear Milt:

I had told you that Dr. Hahn wrote me recently referring to House Bill 2888, which is Chapter 279, Oregon Laws 1973.

I now have the text of this new law, the pertinent part of which is as follows: "The rules of the Hospital shall include provisions for the use of the hospital facilities by duly licensed podiatrists subject to rules and regulations governing such use established by the medical staff and the podiatric staff of the hospital. Such staff comprised of physicians and or podiatrists, shall regulate the admission and the conduct of the podiatrists while using the facilities of the hospital and shall prescribe procedures whereby the podiatrist's use of the facilities may be suspended or terminated."

It would appear that the 1973 law settles the question so far as Dr. Hahn's application is concerned, and that it will not be possible for the hospital board to refuse staff privileges to him. I would suggest, therefore, that the medical staff establish reasonable rules and regulations for the admission of podiatrists, which certainly would include evidence of their proper licensing, and subject them to all of the regular rules of the hospital. However, knowing that the medical staff is probably less than enthusiastic about admitting a podiatrist to the staff, I would caution that the rules would have to be reasonable ones, and could not be designed to refuse by indirection what cannot be directly denied.

I should also point out that the new law will become effective on or about October 5 and would suggest that appropriate rules and regulations be drafted prior to that time so that the hospital is in compliance with state law. I would be glad to check over any draft of regulations, if you wish.

Sincerely yours,

GEORGE H. LAYMAN
City Attorney

GHL:mh

July 30, 1973

Dr. John E. Hahn
Tualatin Valley Professional Bldg.
11820 S. W. King James Place
Tigard, Oregon 97223

Dear Dr. Hahn:

I have received your letter of July 26, calling attention to HB 2888, in connection with your application for staff privileges at Newberg Community Hospital.

I have not yet had an opportunity to see the text of the new legislation, which presumably will become effective on October 5, 1973, but will check it carefully, along with the other material which you have submitted in support of your application.

However, I could only add that if HB 2888 is an unqualified statement of law as you understand it, it would appear to settle the question.

Yours very truly,

George H. Layman
City Attorney

GHL:dh

JOHN E. HAHN, D.P.M.
TUALATIN VALLEY PROFESSIONAL BLDG.
11820 S.W. KING JAMES PLACE
TIGARD, OREGON 97223

**SURGERY AND DISEASES
OF THE FOOT**

**TELEPHONE
639-8107**

July 26, 1973

Mr. George H. Layman,
City Attorney
115 North Washington Street
Newberg, Oregon 97132



Dear Mr. Layman:

Oregon House Bill, 2888 has now been signed in to law, requiring hospital rules to include provisions for the hospital facilities by duly licensed podiatrists. In light of this recent Oregon State Law, and numerous Federal Laws and precedents it would seem that the Staff at Newberg Community Hospital would consent to having a duly licensed Podiatrist on the staff. Your opinion regarding this situation would be greatly appreciated.

Very truly yours,


John E. Hahn, D.P.M.

JEH/jms

May 16, 1973

Dr. John E. Hahn
11820 S. W. King James Place
Tigard, Oregon 97223

Dear Dr. Hahn:

Since my return from Europe a few days ago, I have now received your letter of May 10, with enclosures.

As soon as possible, I will look through the material which you have submitted, and then render an opinion to the Newberg Community Hospital. In the meantime, it would be helpful to me to know which Oregon hospitals, have presently granted you staff privileges.

Yours very truly,

GEORGE H. LAYMAN

GHL:nh

JOHN E. HAHN, D.P.M.
TUALATIN VALLEY PROFESSIONAL BLDG.
11820 S. W. KING JAMES PLACE
TIGARD, OREGON 97223

**SURGERY AND DISEASES
OF THE FOOT**

**TELEPHONE
639-8107**

May 10, 1973

Mr. George H. Layman
City Attorney
115 North Washington Street
Newberg, Oregon 97132



Dear Mr. Layman;

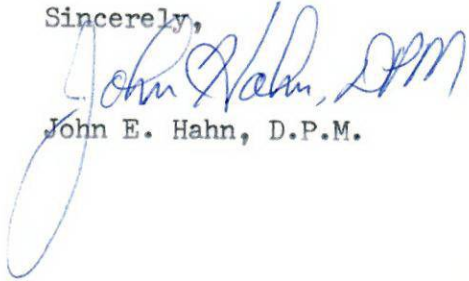
Thank you for your letter of April 17, concerning my application for clinical privileges at Newberg Community Hospital.

There are no podiatrists practicing in the city of Newberg, or in Yamhill county. Many of my patients however are residents of Newberg or surrounding communities in Yamhill county. I believe these patients have the right to select the medical specility which is best able to treat their health problems. The people, I believe, also have the right to utilize the health facilities which their tax dollars helped build. To restrict these rights is not in the intrest of good public health.

Enclosed are several communications and documents which may be helpful to you in rendering an equitable decision regarding my application for staff privileges at Newberg Community Hospital.

I would be happy to answer any questions you may have regarding my application. Thank you for your attention.

Sincerely,


John E. Hahn, D.P.M.

JEH/jms
enclosures



Oregon Podiatry Association

PEER REVIEW BOARD

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Salem, Oregon 97302

Wm. V. Wheeler, D.P.M.
654 Church St., N.E.
Salem, Oregon 97301

George McCauley, D.P.M.
4126 N.E. Broadway
Portland, Oregon 97232

APPEALS AND CONTROL COMMISSION

George McCauley, D.P.M.

October 11, 1972

Ellis B. Finch, M.D.
Chief of Staff
Newberg Community Hospital
Newberg, Oregon 97132

Dear Dr. Finch:

The Oregon Podiatry Association has received a copy of your letter of September 25, 1972, addressed to John E. Hahn, D.P.M. concerning his application for appointment to the medical staff of the Newberg Community Hospital. We are concerned with the reasons recited in your letter for rejection and feel that some of your statements should be amplified or clarified.

Your letter reads in part:

"The principal reason for the rejection was that the staff had been advised by legal counsel that for a podiatrist to perform surgery where anesthesia was involved required collaboration with a physician * * *."

We think it important to point out that a licensed podiatrist in Oregon may perform surgery where local anesthesia is utilized without an attending physician and it is only where a general or spinal anesthetic is required in the treatment that supervision or collaboration with a physician is necessary. This is specifically spelled out in ORS 682.010(3) as follows:

" 'Podiatry' means the diagnosis or the medical, physical or surgical treatment of ailments of the human foot, except treatment involving the use of a general or spinal anesthetic unless the treatment is performed in a hospital certified in the manner described in subsection (2) of ORS 441.055 and is under the supervision of or in collaboration with a physician licensed to practice medicine by the Board of Medical Examiners for the State of Oregon. 'Podiatry' does not include the administration of general or spinal anesthetics or the amputation of the foot."

Ellis B. Finch, M.D.
October 11, 1972
page 2

You further indicate in your letter that for a podiatrist to perform surgery where (general) anesthesia was involved "required collaboration with a physician and that the physician was required by law to sanction the surgical procedure and share in the legal responsibilities of the surgical procedure".

Our legal counsel has advised that the language above quoted and defining "podiatry" in ORS 682.010 was enacted as Chapter 276 Oregon Laws 1969, then known as HB 1443. The intent of this law as to what is meant by "supervision" by a physician was inquired into at that time by the secretary of the Oregon State Board of Podiatrist Examiners directed to representative Morris K. Crothers, one of the sponsors of the Bill. I am enclosing a letter dated October 16, 1969, from Dr. Press to Representative Crothers together with the latter's response dated November 7, 1969. You will note, among other things, that the supervision intended was similar to the supervision exercised by physicians over dentists and nurses and probably would entail having the physician present and scrubbed during the first time or two that a particular surgical procedure was carried out by the podiatrist until he became acquainted with the podiatrist's skill and judgment; that following that depending upon the physician's judgment and nature of the operating procedure he might or might not be physically present at the time of the surgical procedure. The term "collaboration with" was also discussed with Dr. Press and his interpretation was concurred in by Dr. Crothers.

The dual responsibility of the podiatrist and physician for patients admitted to accredited hospitals for podiatric care is best illustrated by Bulletin No. 44 issued by the Joint Commission on Accreditation of Hospitals in April 1967, a copy of which I also enclose for your information. I am sure that if each of your physicians were familiar with the dual responsibility as recited in the Bulletin that they would not foreclose podiatry care to patients desiring to utilize your hospital. If I can further clarify any of the points mentioned in this letter please feel free to contact me. Also, if you disagree as to our interpretation of ORS 682.010, kindly respond immediately.

Sincerely yours,

EPD/CHQ/mm

EARLE P. DELANEY, D.P.M.

cc: John Hahn, D.P.M.
Howard I. Bobbitt
Vance McNish, D.P.M.



OREGON STATE BOARD OF PODIATRY EXAMINERS

1400 S.W. FIFTH AVENUE • • PORTLAND, OREGON

97201 9726

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EDWARD PRESS, M.D.
Secretary, Portland

October 16, 1969

The Honorable Morris K. Crothers, M.D.
Oregon House of Representatives
1517 Court Street, N.E.
Salem, Oregon

Dear Representative Crothers:

Earle P. Delaney, D.S.C., one of the podiatrists from Salem, has asked me, in my capacity as Secretary of the Oregon Board of Podiatry Examiners, about the legislative intent and interpretation of the term of "under supervision of or in collaboration with" a physician. Primarily, I believe that Dr. Delaney wishes to know whether or not it is legislative intent that a physician must be present in the operating room or in the hospital at the time that any surgery is performed by the podiatrist in such hospital; or whether this means that the physician must have done a history and physical examination on the patient, be familiar with the professional education, training, experience and competence of the podiatrist for the particular surgical procedure involved and be jointly responsible with the podiatrist for the overall care of the patient, without necessarily being physically present at the surgical procedure.

I told Dr. Delaney that it was my impression of legislative intent that the term "supervision of" was patterned after the definition and explanation involved in Bulletin #44 (of April 1967) of the Joint Commission on Accreditation of Hospitals. In this it was recommended that the degree of privileges accorded to each podiatrist be determined by his professional education, training, experience, competence and his demonstrated character and judgement, and that such a podiatrist with hospital privileges would be under the overall supervision of a physician, but that the nature and degree of this overall supervision would be a matter of determination by the physician in each case within the general policy adopted by the medical staff governing the relationship. That this supervision would be similar in nature to the supervision exercised by physicians over dentists and nurses and that it probably would entail having the physician present and scrubbed during the first time or two that a particular surgical procedure was carried out

October 16, 1969

by the podiatrist, until he became acquainted with the podiatrist's technical skill and judgement; and following that, depending on the physician's judgement and the nature of the operative procedure, he might or might not be physically present at the time of the surgical procedure.

In the case of "collaboration with", it is my interpretation that this was expressly intended to allow more leeway and judgement than "supervision" and did not require direct supervision. Webster's dictionary defines "collaborate" as "to work jointly" or "to labor as the associate of another". I felt the use of "collaboration" was aimed at encouraging podiatrists to perform surgical procedures currently being done without collaboration, under local anesthesia in their offices -- that probably could be better and more safely done in accredited hospitals under general anesthesia administered by an anesthesiologist and in collaboration with a physician. Thus, collaboration was more of a partnership or dual relation between co-professionals in which the physician acted as a consultant on the case in the same way that a dentist might wish to collaborate with a maxillo-facial surgeon or a general surgeon with an orthopedic surgeon. That this collaboration would require the physician to be familiar with the patient, the patient's general medical and specific surgical condition and to have concurred with the podiatrist in the type and nature of the surgical procedure. It would not, however, unless in the physician's judgement the particular case so indicated, require his physical presence in the operating room at the time that the procedure was being carried out.

In view of the fact that you were both the sponsor of House Bill 1443 that was enacted into this law, and the Chairman of the House Public Health Committee that held hearings on the bill, I thought you would be the most appropriate person to interpret the legislative intent in this instance. Would you please tell me whether or not my interpretation described above is, in your opinion, correct, and if not, what your interpretation of the legislative intent was.

Thank you.

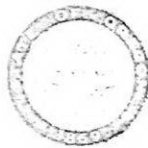
Sincerely,

Edward Press, M.D.
State Health Officer

EP:se

HOME ADDRESS
MORRIS K. CROTHERS
1517 COURT ST. NE
SALEM, OREGON 97301

MARION COUNTY



HOUSE OF REPRESENTATIVES

SALEM, OREGON

97310

November 7, 1969

Edward Press, M. D.
State Health Officer
1400 S. W. Fifth Avenue
Portland, Oregon 97201

Dear Dr. Press:

This is in response to your letter of October 16th inquiring about the legislative intent and interpretation of the term "under supervision of or in collaboration with" a physician.

I agree with you that the legislative intent was patterned after the definition and explanation involved in Bulletin #44 of April, 1967 of the Joint Commission on Accreditation of Hospitals. Since the physician is taking a considerable degree of legal responsibility for the performance of the podiatrist who is under his supervision it is incumbent upon that physician to make a careful judgment of the capabilities of the podiatrist.

I think that the corollary that you draw between the relationships of physicians to dentists and physicians to podiatrists is appropriate.

The rules of the individual hospitals will to a large degree govern this matter. The hospital rules will almost invariably require that a general history and physical examination be recorded by a physician before any procedure under local or general is performed. Most hospital rules will then require that the surgical committee will exercise, through its chairman or designated members, supervision over the work of the person performing the procedure whether this be a dentist, podiatrist or board eligible young surgeon, until the committee has satisfied itself that the staff member applying for privileges is capable of performing the operations which he has requested permission to do.

Sincerely yours,

Morris K. Crothers, M. D.

MKC/aec

P.S. It should be noted that the statute does not require any hospital to admit podiatrists to its staff and that procedures under general anesthesia are restricted to accredited hospitals which make their own rules.

Member Organizations

American College of Physicians
American College of Surgeons
American Hospital Association
American Medical Association

John D. Porterfield, M.D., Director

Bulletin No. 44

April, 1967

MARCH 1967 BOARD MEETING

Among other items of business, the Board of Commissioners took the following significant actions, at its meeting on March 11:

- Amended the hospital accreditation standards to make it explicitly required that a qualified doctor of medicine on the medical staff of the hospital be in charge of the hospital clinical laboratory where a physician qualified in laboratory medicine is not available. This does not obviate the requirement for a qualified pathologist for tissue pathology service, but is directed toward competent medical supervision of the clinical laboratory activities where a qualified pathologist is not continuously available.
- Expanded the supplemental explanation of the accreditation standards for extended care facilities to include the requirement that applicant institutions furnish an engineer's statement concerning type of construction of physical plant. The supplemental language also contains applicable references to The National Fire Protection Association Code.
- Adopted a statement on coordination of medical and allied health professions and services in accredited hospitals to codify Board policy in this area. A supplement with specific reference to podiatrists was also adopted.
- Approved the adoption of a number of improvements in accreditation survey procedures and forms which will be instituted and reported on in the near future.

FIRE SAFETY IN EXTENDED CARE FACILITIES

The Board of Commissioners has reaffirmed its belief in the necessity of a high level of protection against fire hazard for the patients in extended care facilities. This is provided by the proper combination of construction, fire prevention and fire control measures. The Board has therefore approved additional explanatory language to the standards which calls for identification of construction class by a qualified engineer. This statement is to be provided by the applicant institution. Based on this classification, the necessary fire safety measures to be required are identified by reference to the applicable sections of The National Fire Prevention Association Code. The complete text of the adopted language will be included in future editions of Extended Care Facilities Standards and Interpretations and is available now in mimeographed form from JCAH.

MEDICAL AND ALLIED HEALTH PROFESSIONS AND SERVICES IN ACCREDITED HOSPITALS

care to the jurisdiction of the organized Medical Staff of the hospital. Membership on the Medical Staff may be granted only to qualified Doctors of Medicine and Doctors of Osteopathy who may admit patients to the hospital under the provisions of the By-Laws, Rules and Regulations of the Medical Staff which have been approved by the governing body of the hospital.

2. The organized Medical Staff of the hospital exercises responsibility in several ways. One of its responsibilities is to make recommendations to the governing body for the appointment of all those who are to be given privileges to carry on either unlimited or limited practice in the hospital within the licensing limits of their profession and the policies established by the organized Medical Staff. Recommendations must be based on consideration of the professional education, training, experience, competence and character of each applicant. Medical Staff responsibility is also met by continuing surveillance of the quality of patient care and medical practice and of the efficient use of all of the resources within the hospital.

3. Doctors of Dentistry may not be appointed to the Medical Staff, but may be appointed to the Dental Staff or the Medical-Dental Staff when that form of organization with appropriate by-laws has been adopted. Appointments are made by the governing body of the hospital upon recommendations of the Medical Staff. Dentists who have been accorded staff privileges may admit patients to the hospital as provided in the policies now governing the practice of dentistry in accredited hospitals (JCAH Bulletin No. 36, Revised, August, 1964).

4. The services of other allied health professions may be found proper and necessary to hospital function and patient treatment. Such services may be made available by the granting of practice privileges to or the appointment to hospital staff of members of other allied health professions within the scope of their lawful license to practice and their professional qualifications or technical skills. The allied health professions and services to be recognized and the scope of their practice privileges shall be determined by the medical staff and recommended to the governing body. Recommendations must be based on consideration of the professional education, training, experience, competence and character of each applicant. The privileges practiced or services performed shall be under the jurisdiction of the appropriate department, section or other organizational unit charged by Medical Staff by-laws with responsibility for the patient care and treatment involved and they shall be rendered under the supervision of an appropriate member of the Medical Staff.

PODIATRY IN ACCREDITED HOSPITALS

Definitions

A podiatrist is a graduate of a school of podiatry approved by the Council on Education of the American Podiatry Association and legally licensed to practice podiatry in his respective state.

The practice of podiatry is limited to the examination, diagnosis, treatment, and care of conditions and functions of the human foot. Podiatry services in a hospital may encompass the total practice of podiatry or may be restricted to a particular area of podiatry.

Hospital Privileges of Podiatrists

The governing body of a hospital, on the recommendation of the Medical Staff, may grant a qualified podiatrist privileges within his area of practice. The Medical Staff must evaluate the qualifications of each podiatrist who applies for hospital privileges. The degree of privileges accorded each podiatrist must be determined by his professional education, training, experience, competence, and his demonstrated character and judgment. A podiatrist with hospital privileges may initiate the admission procedure of a patient with the concurrence of a member of the Medical Staff, but no admission is completed without such concurrence. The Medical Staff member concurring in a patient's admission assumes responsibility for the over-all care of the patient including the medical history and physical examination. When podiatric surgery is indicated, a member of the Medical Staff who has surgical privileges must assume supervision of the podiatric surgery. The nature and degree of his participation is a

matter for his determination in each case within the general policy adopted by the Medical Staff governing the relationship and dual responsibility between the physician and the podiatrist.

The podiatrist may write orders within the scope of his license as limited by the applicable statutes and the hospital regulations.

Dual Responsibility

Patients admitted to the hospital for podiatric care must be given the same careful medical appraisal as those admitted to other services. This makes the care of the podiatric patient the dual responsibility of the podiatrist and the physician, the former limited to his respective field as defined. Policies concerning the admission and discharge of podiatric patients should be determined by the Medical Staff and clearly stated in the by-laws. The important factor is that the podiatric patient is well cared for by both the podiatrist and the physician. It is reiterated that every podiatric inpatient must have a physician with appropriate medical staff privileges who is available and will be responsible for the overall aspects of the patient's care through the hospital stay.

By-Laws

Each hospital granting privileges to a podiatrist should have specific by-laws concerning podiatry services. They should contain the following information:

- I. Qualifications. An applicant for podiatric privileges shall have the same general type of qualifications as those outlined for the medical staff.
- II. Ethical Relationship. The podiatrist shall conform to standards established for the Medical Staff and shall be governed by the same ethical and moral codes and by the Principles of Ethics of the American Podiatry Association.
- III. Appointment. The terms and procedures of appointment shall be the same in general as those outlined for the Medical Staff.
- IV. Rules and Regulations. The podiatrist shall conform to the Rules and Regulations of the Medical Staff with the following additions:
 - a. As in all surgical cases, an adequate medical history and physical examination by a member of the medical staff shall be required on each patient before surgery. Consultation with the medical staff shall be required when medical complications are present. A qualified member of the medical staff must be responsible for the care of any medical problems that may be present or arise during hospitalization.
 - b. Complete records, both podiatric and medical, shall be required on each patient and shall be a part of the hospital records.

Questions and Answers

1. May a podiatrist admit and discharge his cases?

Only in conjunction with a member of the Medical Staff under policies governing admission and dismissal which should be clearly stated in the Medical Staff By-Laws.

2. Who writes the history and physical?

Both—the podiatrist is responsible for his field and will write the podiatric history and physical and its implications on the patient's general health; the physician the medical history and physical. An adequate medical survey by a member of the Medical Staff shall be required on each podiatric patient before surgery.

3. Who writes the progress notes and summary?

Both, if necessary, though if the case is primarily podiatric, it is presumed that the podiatrist will write the bulk of the chart, and vice versa if the case is primarily medical.

4. Can a podiatrist prescribe narcotics or systemic drugs?

Prescription of orally and parenterally administered drugs, including narcotics, within the hospital, is a question of judgment for the physician assuming over-all care of the patient and should depend upon the qualifications and training of the podiatrist, the physician's assessment of his capability and the complexity of the case.

5. May an intern or resident write the medical history and physical examination?

Yes, if this procedure has been approved by the hospital and is in accordance with the Joint Commission policies on this point.

6. Must a physician be "scrubbed in" when a podiatric case undergoes surgery?

This is a question of judgment for the physician-surgeon assuming appropriate responsibility with the podiatrist for the patient and should depend upon the qualifications and training of the podiatric surgeon, the physician-surgeon's assessment of his capability and the complexity of the case.

7. When a patient is admitted for podiatric surgery does a member of the medical staff or a member of the surgical staff assume appropriate responsibility with the podiatrist?

In this instance a physician-surgeon member of the active staff who has been accorded surgical privileges would assume the responsibility for the patient's over-all care.

8. What is meant by the term "overall care"?

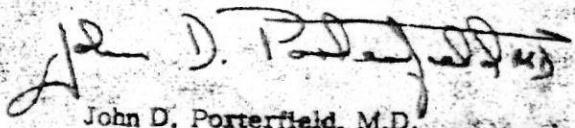
The term overall care means overall medical responsibility. In an accredited hospital only a physician-surgeon who is a member of the active Medical Staff of the hospital may assume this responsibility.

9. Does the term "overall care" as utilized in the statement of hospital privileges for podiatrists mean dual responsibility?

Yes, this is explained under the title "dual responsibility". The podiatrist will be responsible for his area of practice as defined, and the physician-surgeon member of the Medical Staff will assume the overall medical responsibility for the patient's care throughout his hospital stay.

RESULTS OF 1966 ACCREDITATION SURVEYS

	<u>Hospitals</u>	<u>Extended Care Facilities</u>
Surveys done in 1966	1,375	769
Full Accreditation	1,498 (80%)	227 (30%)
Provisional Accreditation	292 (16%)	195 (26%)
Not Accredited	85 (4 %)	347 (44%)
Total Institutions	4,562	1,579
Accredited, 12/31/66		


John D. Porterfield, M.D.
Director

July 2, 1973

Ernst & Ernst
3300 First National Bank Tower
Portland, Oregon 97201

Gentlemen:

At the request of Newberg Community Hospital, I wish to advise you that I am not presently handling any litigation or claims for the Hospital.

Also, the Hospital is not indebted to me for fees at this time. Most of my advice to the Hospital is covered by my legal retainer for the City of Newberg, and charges are limited to special items.

Yours very truly,

George H. Layman
City Attorney

GHL:dh

Newberg Community Hospital

Newberg, Oregon

June 30, 1973



George H. Layman
Attorney-at-Law
115 N. Washington
Newberg, Oregon 97132

Dear Mr. Layman:

Our Auditors are making an examination of our financial statements as of June 30, 1973, and wish to obtain direct from you, as our attorney, information concerning any litigation, claims, etc., in which the Newberg Community Hospital is involved. They would appreciate full particulars, including amounts, and if possible, your opinion as to probable outcome of such matters.

Also, please inform them of the amount, if any, of our indebtedness to you as of the above date.

Please reply directly to our Auditors, Ernst & Ernst, 3300 First National Bank Tower, Portland, Oregon 97201. A return envelope is enclosed for your convenience.

Very truly yours,

C. M. Robins
Administrator

CMR/db

Hospital

April 17, 1973

Dr. John E. Hahn
Tualatin Valley Professional Bldg.
11820 S. W. King James Place
Tigard, Oregon 97223

Dear Dr. Hahn:

Newberg Community Hospital has referred to me your letter of April 6, concerning your application for clinical privileges on the hospital staff.

I plan to confer with hospital authorities, and render an opinion based upon its By Laws, as well as applicable Oregon law. However, I will be out of the country after this week until May 20, and will not have an opportunity to go into this matter prior to my departure. Upon my return, I shall give the matter attention, and render a legal opinion to the Hospital Administrator.

Yours very truly,

George H. Layman,
City Attorney.

GHL:t

CC: Mr. Milt Robins,
Hospital Administrator

JOHN E. HAHN, D.P.M.
TUALATIN VALLEY PROFESSIONAL BLDG.
11820 S. W. KING JAMES PLACE
TIGARD, OREGON 97223

SURGERY AND DISEASES
OF THE FOOT

TELEPHONE
639-8107

April 6, 1973

Newberg Community Hospital
501 Villa Road
Newberg, Oregon 97132

Attn: Hospital Administrator

Dear Sir:

We have now been exchanging correspondence for eight months. As yet, my application for clinical privileges have not been granted, and I have not been given the right to attend and participate in any hearing concerning my application.

I have previously forwarded to you what I believe to be various, applicable statements and provisions as issued by the Joint Commission on the Accreditation of Hospitals. Regrettably, it appears as though all of the foregoing correspondence and effort have been unavailing. The purpose of this letter is to make a final attempt to request, most sincerely, a reconsideration of my application and the previous request for a hearing.

May I also submit that Newberg Community Hospital has a responsibility to the community to provide comprehensive health care services, which should, and does, include podiatry; to deny clinical privileges to licensed and qualified Podiatrists. While at the same time grant such privileges to M.D.'s would appear to be both discriminatory, and in breach of the responsibility of public trust which Newberg Community Hospital carries. It would also appear that, to the extent any public funds or support whatsoever have been received by Newberg Community Hospital, it only serves to increase their degree of public responsibility and public trust.

Finally, and with all due respect to Newberg Community Hospital, I wish to point out that although I am not an attorney, I have been advised that there is ample legal precedent both in support of my application and, at the minimum, in support of my request for a hearing in connection with such application. In this regard, may I offer the thoughts:

1. California Statutes already proved for the granting of hospital privileges to podiatrists; Section 1411.5 and Section 32128.5 Health & Safety code.

April 6, 1973

Cont. page 2.

2. The practice of podiatry involves the right to pursue a lawful occupation, and any intentional interference with with that right may be actionable; a conspiracy to deny a podiatrist access to a hospital may give rise to various rights and remedies on behalf of the podiatrist. Willis V. Santa Ana Hospital Association, 58 Cal.2d 806 (1962); also Rosner V. Eden Township Hospital District, 58 Cal. 2d 592 (1962).

3. A public hospital has a limitation on the authority of its governing board, and may not restrict arbitrarily or unreasonably the use of the hospital by the public whether physician or patient; the standards of a public hospital must not be vague, ambiguous, uncertain, arbitrary or discriminatory. Wyatt V. Tahoe Forest Hospital District, 174 Cal. App. 2d 709 (1959); also Simkins V. Moses H. Cone Memorial Hospital, 323 Fed. 2d 959 (1963).

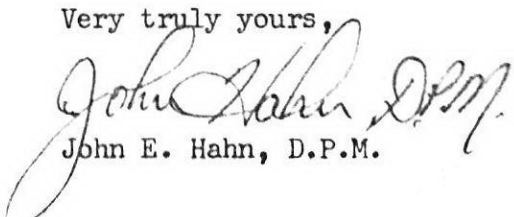
4. Recently a United State Court of Appeals reversed a lower court in a case specifically dealing with podiatry, and the court indicated that civil antitrust litigation might be appropriate if an individual is improperly and unfairly denied access to a hospital. Levin V. Joint Commission on Accreditation of Hospitals, 354 Fed. 2d 515 (1965).

5. Finally, a recent case from the Supreme Court of Hawaii reviewed many decisions in the area of admission to hospital staffs, and concluded that , at a minimum, procedural due process requires a hearing be provided in applying to a hospital staff.

Gentlemen, please be assured that I will cooperate with you in any way you desire, and that all I seek is an opportunity to help my community and to render better podiatric services, and to do so at Newberg Community Hospital. I therefore renew my application and my desire for a hearing and, once again, I request your favorable consideration on these matters.

Thank you very much for your time, effort and consideration, and I hope to hear from you as soon as possible.

Very truly yours,


John E. Hahn, D.P.M.

JEH/jmh
copy to Ellis B. Finch, M.D.
Chief of Staff

June 30, 1972

Ernst & Ernst
918 Commonwealth Building
Portland, Oregon

Gentlemen:

In accord with request of Newberg Community Hospital, I wish to advise that as of June 30, 1972, there are no unpaid legal fees for the fiscal year ending June 30, 1972, and I have no knowledge of any pending claims or litigation or other real or contingent liabilities.

Yours very truly,

GEORGE H. LAYMAN
City Attorney

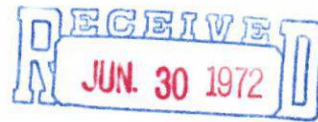
GHL:mh

CC: Mr. C. M. Robins, Administrator
Newberg Community Hospital

Newberg Community Hospital

S
Newberg, Oregon

June 28, 1972



George H. Layman
Attorney at Law
115 N. Washington
Newberg, Oregon 97132

Dear Mr. Layman:

In connection with the regular examination of our accounts, will you please furnish our auditors with the following information as of June 30, 1972, concerning this hospital:

1. Description of any claims or litigation filed or pending in which this hospital is or may be involved and the probable outcome thereof.
2. Description of any other real or contingent liabilities of which you may have knowledge, which would not be reflected in the hospital's records.
3. Any amounts due you for unpaid legal fees at June 30, 1972.

Please reply directly to Ernst & Ernst, 918 Commonwealth Building, Portland, Oregon. A stamped envelope is enclosed for your convenience.

Very truly yours,

C. M. Robins
Administrator

CMR/db

Enc.

*Hold for
Hap.*

CITY OF NEWBERG

OFFICE OF CITY ATTORNEY

115 NORTH WASHINGTON STREET

TELEPHONE 538-2166

NEWBERG, OREGON 97132

GEORGE H. LAYMAN

October 18, 1971

Mr. Bernard S. Stellflug
610½ East 1st
P. O. Box 512
Newberg, Oregon 97132

Dear Mr. Stellflug:

The Newberg Community Hospital, a city owned facility, has referred to me your delinquent account in the sum of \$14.45 for hospital services rendered to you in March 1970.

The hospital records indicate that it has mailed to you various statements without receiving payment. If you do not owe this account, will you please advise the hospital accordingly. Otherwise, you should make arrangements at once for full payment of this account directly with the hospital.

I will delay further action on this matter for several days in the hope that this can be settled with the hospital. In the event that this is not so settled, it may be necessary to file legal proceedings, which will involve additional expense.

Very truly yours,

George H. Layman

George H. Layman
City Attorney



GHL/db

Dear Sir: I have been on welfare for quite a long time and do not have any money to pay this bill. My caseworker's name is Miriam Pearson, Yamhill County, 472-5124.

Sincerely,

Bernard S. Stellflug
Bernie Stellflug

August 5, 1971

Ernst & Ernst
918 Commonwealth Bldg.
Portland, Oregon

Gentlemen:

I have received a request from Newberg Community Hospital that I advise you, as auditors, of certain information as of June 30, 1971, relating to claims or litigation, other liabilities, or unpaid legal fees.

As City Attorney, I necessarily handle any legal work for the Newberg Community Hospital, which is a unit of the municipal government. However, I am on retainer for the City of Newberg, billing it directly, and I have no financial arrangements for any legal services with Newberg Community Hospital as such. Further, to my knowledge, there are not presently outstanding any claims or litigation involving the hospital, or any other liabilities, not reflected in hospital records.

Yours very truly,

George H. Layman
City Attorney

GHL:wc

Newberg Community Hospital


Newberg, Oregon

August 4, 1971



George H. Layman
Attorney at Law
115 N. Washington
Newberg, Oregon 97132

Dear Mr. Layman:

In connection with the regular examination of our accounts, will you please furnish our auditors with the following information as of June 30, 1971, concerning this hospital:

1. Description of any claims or litigation filed or pending in which this hospital is or may be involved and the probable outcome thereof.
2. Description of any other real or contingent liabilities of which you may have knowledge, which would not be reflected in the hospital's records.
3. Any amounts due you for unpaid legal fees at June 30, 1971.

Please reply directly to Ernst & Ernst, 918 Commonwealth Building, Portland, Oregon. A stamped envelope is enclosed for your convenience.

Very truly yours,

A handwritten signature in blue ink that reads "C. M. Robins".

C. M. Robins
Administrator

CMR/db

Hospital

October 7, 1969

Oregon Pioneer Savings and Loan Association
400 S. W. 4th Avenue
Portland, Oregon

Gentlemen:

You have recently completed a mortgage transaction with Dr. Thomas A. Gail in connection with the construction of a medical clinic adjacent to Newberg Community Hospital.

Dr. Gail purchased this property from the City of Newberg, but in making the transaction everyone had overlooked the existence of a sewer line through the property. The sewer line has now been lowered and relocated to conform to his construction plan, and Dr. Gail executed the enclosed easement, completing his revised agreement with the City of Newberg. However, your mortgage happened to get recorded the day before the easement was sent for recording, and in order to avoid any question, it would be desirable that you subordinate to the easement. I feel sure that you will not have any objection to such a matter, which should only be a formality, and if so, would appreciate having you execute and return to me the enclosed easement, with the subordination agreement, to which you should add your standard acknowledgement form.

Yours very truly,

GHL G
Enc.

George H. Layman
City Attorney

The undersigned, OREGON PIONEER SAVINGS AND LOAN ASSOCIATION, holder of mortgage on the within described premises, recorded October 2, 1969, in Film Book 77, page 539, Deed and Mortgage Records for Yamhill County, Oregon, hereby agrees that the lien of its said mortgage shall be subordinated to the within easement, and that said mortgage is subject to the terms and conditions of the within easement.

DATED October _____, 1969.

OREGON PIONEER SAVINGS AND LOAN ASSOCIATION

By _____

By _____

*City
Capital
file*

October 16, 1969

Pioneer National Title Insurance Company
P. O. Box 267
McMinnville, Oregon 97128

Gentlemen:

Supplementing Mr. Layman's letter of October 3, which is attached hereto, I return to you herewith easement, Gail to City of Newberg, to which is attached subordination agreement executed by Oregon Pioneer Savings and Loan Association.

I have checked with the City Recorder, and he tells me that the easement should now be recorded.

Yours very truly,

G
Enc.

Secretary to Mr. Layman

OCT 16 1969

OREGON PIONEER

SAVINGS AND LOAN ASSOCIATION

HOME OFFICE: 400 S. W. 4th, PORTLAND, OREGON 97204

October 15th, 1969



Mr. George H. Layman
City Attorney
115 North Washington Street
Newberg, Oregon 97132

Dear Mr. Layman:

In compliance with your request we have executed the subordination agreement which we are returning herewith together with copy of the easement.

Very truly yours,


(Mrs.) Betty J. Greenwood
Assistant Secretary

bjg
Encls.

THIS AGREEMENT made and entered into this 1st day of September, 1969, by and between THOMAS A. GAIL and JUANITA E. GAIL, his wife, herein called First Parties, and the CITY OF NEWBERG, a municipal corporation, Yamhill County, Oregon, herein called Second Party, WITNESSETH:

WHEREAS, First Parties are the owners of certain real property in Yamhill County, Oregon, known as the "Clinic Tract", more particularly described as follows:

Beginning at a 3/4 inch iron pipe at the most Easterly Southwest corner of that tract conveyed to Newberg Community Hospital by deed recorded April 6, 1948 in Book 148, Page 90, Deed Records, said point being North 956.20 feet, West 20 feet, North 388.92 feet, West 682 feet and South 419.62 feet from the Southeast corner of the Daniel D. Deskins Donation Land Claim #54 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon; thence along the Southwesterly portion of said hospital tract, South 88° 28' West, 53.48 feet to an iron pipe, South 00° 45' 20" East, 60.56 feet to an iron pipe set at the Northwest corner of Lot 2 in County Survey No. 2812; thence South 89° 20' East, 129.10 feet to an iron pipe and North 00° 31' West, 94.31 feet to an iron pipe; thence South 89° 35' East, 7.64 feet to an intersection with a 40 foot radius curve at the Westerly end of Sherman Street; thence Northerly along the arc of said curve, 85.16 feet to a point that is North 62.20 feet and East 33.28 feet from the previous point; thence North 89° 35' West 116.50 feet to the Westerly boundary line of said Hospital tract; thence South 93.81 feet to the point of beginning;

and

WHEREAS, in purchasing the said Clinic Tract from Second Party by deed dated June 13, 1968, and recorded June 17, 1968, in Film Volume 68, Page 810, Deed Records for Yamhill County, Oregon, the parties inadvertently overlooked any provisions for sanitary sewer underlying said tract; and

WHEREAS, in order to accommodate building plans of First Parties on said tract, it has been necessary to lower said sanitary sewer, and the parties hereto wish to make provision for maintenance of said sewer in its present location; now, therefore,

In consideration of the mutual covenants herein contained, it is agreed as follows:

1. That Second Party has now relocated and lowered said sanitary sewer, to conform with building plans of First Parties; and that First Parties will pay 50% of said relocation and lowering, or the sum of \$500.00, whichever is smaller, on or before January 1, 1970; that all other expenses for said relocation and

lowering of the sanitary sewer shall be borne by the Second Party.

2. That First Parties hereby grant to Second Party, its successors and assigns, an easement for the continued maintenance of said sanitary sewer in its present location, running in an Easterly-Westerly direction across said Clinic Tract approximately 165 ^{North} feet from the South line thereof, on condition that ^{should} said sewer ~~should~~ require future repairs, maintenance or replacement, which can be accomplished only by entry upon said Clinic Tract, then said easement shall terminate without further action on the part of First Parties, and their heirs or assigns, and Second Party shall promptly, at its expense, reroute said sanitary sewer in such location as will not pass across or under said Clinic Tract. It is further understood that in the event of termination of said easement, as provided for in this paragraph, any pipe or fittings for said sanitary sewer shall become the property of First Parties.

IN WITNESS WHEREOF, this agreement has been executed in duplicate the day and year first above written.

Thomas A. Gail
Juanita E. Gail
 First Parties

CITY OF NEWBERG, a municipal corporation

ATTEST:

McGillivray
 Recorder

By

Dwight Belouse
 Mayor

Second Party

STATE OF OREGON)
) ss.
 County of Yamhill)

On this 30 day of September, 1969, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Thomas A. Gail and Juanita E. Gail, his wife, known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Dwight Harold
 Notary Public for Oregon
 My Commission expires: March 30, 1973

The undersigned, OREGON PIONEER SAVINGS AND LOAN ASSOCIATION, holder of mortgage on the within described premises, recorded October 2, 1969, in Film Book 77, page 539, Deed and Mortgage Records for Yamhill County, Oregon, hereby agrees that the lien of its said mortgage shall be subordinated to the within easement, and that said mortgage is subject to the terms and conditions of the within easement.

DATED October 15, 1969.

OREGON PIONEER SAVINGS AND LOAN ASSOCIATION

By

W. Ward

Vice President

By

Betty J. Greenwood

Assistant Secretary

STATE OF OREGON)
) ss.
County of Multnomah)

On this 15th day of October, 1969, before me personally appeared WARD V. COOK and BETTY J. GREENWOOD, to me personally known to be the Vice President and Assistant Secretary of the aforesaid corporation, who, being first duly sworn, did say that they executed said instrument, that they are the said officers of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed under authority conferred by its Board of Directors and is the free and voluntary act of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Glenn Skinner
Notary Public for Oregon

My Commission Expires: June 21, 1972

Rt to: George Layman
Attorney at Law
Newberg, Oregon 97132

STATE OF OREGON,

} ss.

1176

County of Yamhill,

I, JACK BEELER, County Clerk in and for said County and State, hereby certify that the within instrument of Writing was received and has been by me duly recorded on Page 885 of Volume 77 of the Records of said County, on this 17 day of October, A. D. 19 69, at 3:30 o'clock, P.M.

In testimony whereof, I have hereto subscribed my name and affixed my Official Seal.
JACK BEELER, County Clerk
By *Vanessa* Deputy

450

March 18, 1969

Mr. C. M. Robins, Administrator
Newberg Community Hospital
Newberg, Oregon 97132

Dear Milt:

I received your letter of March 14, inquiring about procedure for purchasing replacement hospital equipment, about which we had a recent telephone conversation.

I can make the following response to your questions:

1. Any equipment purchases over \$500.00 should be on bids, and I know of no distinction in that regard between purchases of new equipment or of replacement items.

2. Lease-purchase arrangements are somewhat common in governmental operations, although it is my understanding that my predecessor as city attorney refused to approve them, considering the scheme to be a subterfuge - that is, disguising a purchase as a lease, without changing the basic nature of the transaction. However, I have recently indicated my approval of such an arrangement for other city equipment, and do not have any objection to it, subject to the condition, however, that the lease would not require the city to purchase at the end of the lease period. It would be satisfactory to give the city the option to purchase at that time, but a firm agreement to purchase at the end of the lease period would be objectionable as actually constituting a purchase contract now.

Yours very truly,

George H. Layman
City Attorney

GHL:cn

P. S. Bids for equipment of one manufacturer only, where reasonably required, need not be public advertisement, but can be provided on resolution, notifying only the dealers in that particular equipment. This has been done with other city equipment, and Mr. Gilbert could give you details.

GHL

Newberg Community Hospital


Newberg, Oregon

March 14, 1969

MAR 15 REC'D

Mr. George H. Layman
Attorney at Law
115 North Washington

Dear Mr. Layman:

There are a few pieces of equipment we need here at the hospital to replace existing equipment. These will cost over \$500.00.

Members of the hospital commission have advised that they are of the opinion bids are not required for replacement of equipment, but you have stated that you think they are necessary. Will you please check the statute and advise as we are in dire need of these replacements.

Also we need a ruling regarding the leasing of equipment with a value of over \$500.00. We would be able to purchase this, after leasing for three years, for a small sum.

Your prompt reply will be appreciated.

Very truly yours,



C. M. Robins
Administrator

CMR/jl

m 10-4
October 3, 1969

Pioneer National Title Insurance Company
P. O. Box 267
McMinnville, Oregon 97128

Gentlemen:

I send you herewith duplicate original of easement, Gail to City of Newberg, covering certain property adjacent to Newberg Community Hospital on Villa Road, which is part of tract sold by the City to Dr. Gail by deed recorded in Film Volume 68, page 810.

I do not need a supplemental title report for the purpose of this easement under property originally sold by the City, but would like to be sure that Dr. Gail has not yet recorded mortgage to Oregon Pioneer Savings & Loan Association, which is financing his clinic development. Hence, I would appreciate having you record the easement, and then let me know whether or not any such mortgage is ahead of the City, in which event I will obtain a supplemental document subordinating any rights of the mortgagee to the City easement.

The recording fee and any charge for your service should be billed to City of Newberg, Attention: M. C. Gilbert, Recorder.

Yours very truly,

George H. Layman
City Attorney

GHL:cn
Encl.

*Depositions
to MCL
9-10-69*

EASEMENT

THIS AGREEMENT made and entered into this 1st day of September, 1969, by and between THOMAS A. GAIL and JUANITA E. GAIL, his wife, herein called First Parties, and the CITY OF NEWBERG, a municipal corporation, Yamhill County, Oregon, herein called Second Party, WITNESSETH:

WHEREAS, First Parties are the owners of certain real property in Yamhill County, Oregon, known as the "Clinic Tract", more particularly described as follows:

Beginning at a 3/4 inch iron pipe at the most Easterly Southwest corner of that tract conveyed to Newberg Community Hospital by deed recorded April 6, 1948 in Book 148, Page 90, Deed Records, said point being North 956.20 feet, West 20 feet, North 388.92 feet, West 682 feet and South 419.62 feet from the Southeast corner of the Daniel D. Deskins Donation Land Claim #54 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon; thence along the Southwesterly portion of said hospital tract, South 88° 28' West, 53.48 feet to an iron pipe, South 00° 45' 20" East, 60.56 feet to an iron pipe set at the Northwest corner of Lot 2 in County Survey No. 2812; thence South 89° 20' East, 129.10 feet to an iron pipe and North 00° 31' West, 94.31 feet to an iron pipe; thence South 89° 35' East, 7.64 feet to an intersection with a 40 foot radius curve at the Westerly end of Sherman Street; thence Northerly along the arc of said curve, 85.16 feet to a point that is North 62.20 feet and East 33.28 feet from the previous point; thence North 89° 35' West 116.50 feet to the Westerly boundary line of said Hospital tract; thence South 93.81 feet to the point of beginning;

and

WHEREAS, in purchasing the said Clinic Tract from Second Party by deed dated June 13, 1968, and recorded June 17, 1968, in Film Volume 68, Page 810, Deed Records for Yamhill County, Oregon, the parties inadvertently overlooked any provisions for sanitary sewer underlying said tract; and

WHEREAS, in order to accommodate building plans of First Parties on said tract, it has been necessary to lower said sanitary sewer, and the parties hereto wish to make provision for maintenance of said sewer in its present location; now, therefore,

In consideration of the mutual covenants herein contained, it is agreed as follows:

1. That Second Party has now relocated and lowered said sanitary sewer, to conform with building plans of First Parties; and that First Parties will pay 50% of said relocation and lowering, or the sum of \$500.00, whichever is smaller, on or before January 1, 1970; that all other expenses for said relocation and

lowering of the sanitary sewer shall be borne by the Second Party.

2. That First Parties hereby grant to Second Party, its successors and assigns, an easement for the continued maintenance of said sanitary sewer in its present location, running in an Easterly-Westerly direction across said Clinic Tract approximately 165 ^{North} feet from the South line thereof, on condition that ^{should} ~~said~~ sewer ~~should~~ require future repairs, maintenance or replacement, which can be accomplished only by entry upon said Clinic Tract, then said easement shall terminate without further action on the part of First Parties, and their heirs or assigns, and Second Party shall promptly, at its expense, reroute said sanitary sewer in such location as will not pass across or under said Clinic Tract. It is further understood that in the event of termination of said easement, as provided for in this paragraph, any pipe or fittings for said sanitary sewer shall become the property of First Parties.

IN WITNESS WHEREOF, this agreement has been executed in duplicate the day and year first above written.

First Parties

CITY OF NEWBERG, a municipal corporation

ATTEST: _____
Recorder

By _____
Mayor

Second Party

STATE OF OREGON)
) ss.
County of Yamhill)

On this _____ day of September, 1969, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Thomas A. Gail and Juanita E. Gail, his wife, known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon
My Commission expires:

MARVIN WITT JR. A.I.A. ARCHITECT

May 14, 1969

City Recorder
City of Newberg
Oregon

Re: Sewer Relocation at 1314 E. Sherman for Dr. Thomas Gail

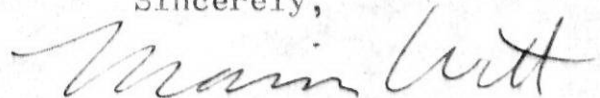
Dear Sir:

We are just finishing up the working drawings for a Medical Clinic to be constructed by Dr. Gail on the above site.

Assuming an elevation of 100.0' at the end and top of existing curb on Sherman Street the bottom of the footings will be at elevation 88.5'. A clearance of a foot below this point should be sufficient clearance.

We would appreciate your recommendations regarding coordination of this work with that of the General Contractor.

Sincerely,



cc Dr. Gail
MW:aw

Copy & copy
to City Rec
9-2-69

LEASE

THIS AGREEMENT made and entered into by and between the CITY OF NEWBERG, a municipal corporation, herein called Lessor, and THOMAS A. GAIL and JUANITA E. GAIL, his wife, herein called Lessees, WITNESSETH:

WHEREAS, Lessor is the owner of certain real property constituting part of the property occupied by Newberg Community Hospital; and

WHEREAS, Lessees are the owners of certain real property adjoining said hospital premises on the West, which they are improving by construction thereon of a medical clinic; and

WHEREAS, the portion of the hospital premises hereinafter described is not presently needed for hospital purposes, and it is to the benefit of both Lessor and Lessees that the tract hereinafter described be developed for use as a parking area; now, therefore,

For valuable consideration, it is agreed as follows:

1. That Lessor hereby leases to Lessees for a period of 25 years from and after September 1, 1969, the following described real property:

Beginning at the most northerly northwest corner of said clinic tract and running thence northerly along the westerly boundary of the present hospital tract of the City of Newberg, 75 feet to a point; thence easterly parallel with the north line of said clinic tract to a point of intersection with the easterly boundary of said Allen tract extended northerly; thence southerly along the course of said extension of said easterly boundary of the Allen tract to the north line of Sherman Street; thence westerly following the north line of Sherman Street and the northerly boundary of the turn-around situated at the west end of said Sherman Street to the most easterly northeast corner of the clinic tract, and thence following the north line of the clinic tract to the place of beginning.

2. That as consideration for said lease, Lessees shall pay Lessor the sum of \$25.00, as follows: \$1.00 at the time of signing this agreement, receipt whereof is hereby acknowledged, and \$1.00 on September 1 of each year hereafter to and including 1993.

3. That said leased premises shall be used for parking purposes only, and shall be improved and maintained in safe condition by Lessees at their expense. Lessor reserves the right to use said area jointly with Lessees for hospital parking purposes only.

4. That in the event said leased premises should be subjected to real property taxation during the term of this lease, Lessees agree to pay the amount

of any taxes so levied on an annual basis in addition to the \$1.00 annual rental.

5. That either Lessor or Lessees may cancel this lease by giving one year's advance notice in writing to the other, in which event this lease shall terminate for all purposes.

6. That Lessor shall not be liable for damages to any person arising from acts or neglect of the Lessees, or the condition of said leased premises; but that during the term of this lease Lessees shall maintain adequate liability insurance protecting the use and occupancy of said premises.

7. That at the expiration of this lease or any earlier termination thereof, Lessees shall quit and deliver up said premises to Lessors peaceably and quietly.

8. That this lease shall be binding upon and shall inure to the benefit of the heirs, administrators, successors and assigns of Lessees; but that Lessees will not assign this lease or sublet any part of the leased premises without first obtaining the written consent of the Lessor.

9. That in the event any suit or action is brought by Lessor or Lessees to enforce any of the provisions of this lease, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge to be reasonable as attorney's fees in such suit or action.

10. That if the rent provided for herein shall remain unpaid for a period of ten (10) days, or if the Lessees shall neglect or fail to perform any of the agreements herein contained, or if Lessees shall be declared bankrupt or insolvent according to law or make an assignment for benefit of creditors, then, or in any of said events, the Lessor may at once or at any time thereafter, without further notice or demand, enter into and upon said premises or any part thereof in the name of the whole, and repossess the same of its former estate, and expel the Lessees, and all persons claiming by, through or under them, and remove their effects, without being guilty of trespass, and without prejudice to any remedies which might otherwise be available for arrears of rent or breach of covenants.

11. That any waiver of any breach of covenants herein contained shall not be deemed or considered as a continuing waiver and shall not operate to prevent Lessor from declaring a forfeiture for any succeeding breach of the same condition or covenants or otherwise.

IN WITNESS WHEREOF the said parties have executed this agreement in duplicate on the day and year first above written.

CITY OF NEWBERG, a municipal corporation

By _____
Mayor

By _____
Recorder

Lessor

Lessees

STATE OF OREGON)
) ss.
County of Yamhill)

On this _____ day of August, 1969, before me appeared Durell Belanger and Myrland C. Gilbert, both to me personally known, who being duly sworn, did say that he, the said Durell Belanger is the Mayor, and he, the said Myrland C. Gilbert is the Recorder of the City of Newberg, Oregon, the within named municipal corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its City Council, and Durell Belanger and Myrland C. Gilbert acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon

My Commission expires:

July 2, 1969

Dr. Thomas A. Gail
1400 E. Sherman
Newberg, Oregon

Dear Dr. Gail:

At the council meeting on May 19, your revised proposal, dated May 16, was presented, and subsequently referred to me and to the Public Works Committee for further consideration and report.

In general, your revised proposals follow previous tentative agreements arrived at informally, but I should call to your attention the following points, referring to your numbered paragraphs:

8. In the last part of this paragraph you have provided an assumption by the City of liability for any future damages due to the presence of the sewer under the clinic tract. It seems to me that this provision for damages is not really necessary as a practical matter, and in view of the background of this matter, the City should not affirmatively assume such liability.
10. This paragraph provides for a lease to you of a certain parking area for a term of 25 years at \$1.00 per year, with further conditions in succeeding paragraphs. The understanding was that the parking lease would be subject to termination on one year's notice, but in your paragraph 13 you go several steps beyond by including requirements that in order to cancel the council must first determine of record that the leased premises are needed for hospital purposes, and you further provide for a review of such council findings by an arbitration board. It would seem to me entirely unacceptable that the action of a public administrative body be subject to veto by three private citizens meeting as an arbitration board, and also it is undesirable that the present council attempt to bind future councils for a quarter of a century with requirements of this kind. Hence, I would recommend that paragraph 13 terminate with the word "cancellation" in line 3 on page 4 of your letter.

I am sending a copy of this letter to the Chairman of the Public Works

Dr. Thomas A. Gail

-2-

July 2, 1969

Committee, and the matter will be reported to the City Council on Monday evening, July 7, at which time, if agreement is reached, the necessary documents can be prepared to implement the agreement.

Yours very truly,

GHL G

George H. Layman
City Attorney

CC Mr. C. N. Windsor, Chairman
Public Works Committee

Mr. Herbert Swift
Attorney at Law
Newberg, Oregon

Mr. Milt Robbins
Newberg Community Hospital

*Other data
on this?*

Hon. Durell Belanger

Page 2

May 16, 1969

1400 East Sherman Street
Newberg, Oregon
May 16, 1969

Hon. Durell Belanger
Mayor of the City of Newberg
Newberg, Oregon

Re: Sanitary Sewer Crossing Clinic Tract
City to Gail

Dear Sir:

Pursuant to action taken by the Newberg City Council at the meeting held April 28, 1969 in response to my proposal regarding the above, we hereby make the following proposal and offer:

1. We understand that a sanitary sewer of the City of Newberg is in use running under the surface of a tract of land hereinafter described and identified as the "Clinic Tract" and which we purchased from the City of Newberg by bargain and sale deed dated June 13, 1968 and recorded June 17, 1968 in F. V. 68, page 810, Yamhill County Deed and Mortgage Records. Said Clinic Tract is hereinafter referred to by the latter designation and is more particularly described in Exhibit A hereto attached and by this reference made a part of this letter.

2. As shown by said bargain and sale deed, and as a result of our negotiations and conferences with the City officials prior to our purchase of the Clinic Tract, it was our understanding that we are obligated to erect and complete on said Clinic Tract a medical clinic for the practice of duly licensed physicians and surgeons and this was fully understood by all parties at the time of our purchase of the Clinic Tract.

3. In addition to the Clinic Tract, and as a part of our planning and our project which was discussed with the City officials aforesaid, we are also the owners of a tract of land hereinafter mentioned and described as the "Allen Tract" and which was conveyed to us by Harold B. Allen and Edla E. Allen, husband and wife, by warranty deed dated November 18, 1968, and recorded November 27, 1968, F. V. 73, page 789, Yamhill County Deed Records. That a legal description of said Allen tract is contained in the document marked "EXHIBIT B" and by this reference made a part of this letter.

4. We have been advised by Mr. Marvin Witt, our architect in connection with the construction of said clinic, that certain changes must be made in said sanitary sewer in order to permit us to erect and complete the Clinic Building. Said changes and the requirements associated therewith are more particularly stated in a letter dated May 14,

1969, from said architect, copy of which is hereto attached and by this reference made a part of this letter and marked "EXHIBIT C". We understand that such changes as are so required will still leave an undesirable situation with the clinic building situated over the city sewer.

5. We understand further that the city will lower the said sanitary sewer and otherwise change it to fit the requirements of said Exhibit C and that the cost of such changes will be divided into two equal parts and we will be advised of such division. We agree that we will pay a sum equal to 50% of said costs or the sum of \$500.00, whichever is smaller, after we are so notified and said changes have been made and completed in accordance with said Exhibit C and to the satisfaction of our said architect. Our payment of our said share will be made not later than January 1, 1970.

6. All remaining expenses of said change of the sanitary sewer will be paid by City of Newberg.

7. All changes in said sanitary sewer hereby required shall be made not later than 30 days after the date of this letter.

8. We will enter into a written agreement with the City of Newberg, to be properly authorized by resolution of the council, which will recite the foregoing facts and agreements and will operate to permit the city to use the sewer in its altered location but will specifically provide that in the event that said sanitary sewer shall hereafter require any repairs, maintenance or replacement or become defective in any way in any part of the said "clinic tract", or require attention by the City, its officers and agents, which would call for any entry upon or in any way affect said "clinic tract" or any improvements thereon, then and in any of such events, the use of said sanitary sewer under and across said clinic tract shall be forthwith discontinued and terminated without requiring any action on the part of the undersigned or our successors in interest, and City of Newberg will forthwith provide for a change in the route of said sanitary sewer which will not pass across or under the said clinic tract, or any part thereof, and thereupon all rights, rights of way, easements or any other interest in or right to go upon or across the clinic tract, if any, formerly held by the City of Newberg, shall forthwith cease and terminate. We do further agree that until said rights relative to said sanitary sewer are terminated as hereinabove set forth, the City shall continue to use said sanitary sewer across the clinic tract, SUBJECT, HOWEVER, to the further provision that in the event that we or our successors in interest as owners or operators of the clinic tract, or any improvement thereon, shall be damaged in any way by reason of the presence, operation or use of said sanitary sewer across and under said clinic tract, whether said damage be to persons or property or the contents of buildings or to us, our employees or agents, our patients or any member of the public present on the clinic tract, the city will promptly and fully compensate us for all such damage and injury and will further protect and save harmless the undersigned and our successors in interest from liability to any and all of the above named persons or their representatives for such damage to person, property or both.

9. In the event of the termination of the City's right to use said sanitary sewer across said clinic tract under the foregoing provisions, any sewer pipe, fittings or parts, or any other personal property of the City of Newberg appertaining to said sanitary sewer and remaining upon or under said Clinic Tract shall forthwith become the property of the owners of said Clinic Tract.

10. We further understand that the City will lease to us for the purposes hereinafter stated a tract of land adjoining said Clinic Tract on the north and generally identified and described as follows:

Beginning at the most northerly northwest corner of said Clinic Tract and running thence northerly along the westerly boundary of the present hospital tract of the City of Newberg, 75 feet to a point; thence easterly parallel with the north line of said Clinic Tract to a point of intersection with the easterly boundary of said Allen Tract extended northerly; thence southerly along the course of said extension of said easterly boundary of the Allen Tract to the north line of Sherman Street; thence westerly following the north line of Sherman Street and the northerly boundary of the turn-around situated at the west end of said Sherman Street to the most easterly northeast corner of the Clinic Tract, and thence following the north line of the Clinic Tract to the place of beginning.

then
Said lease shall be for a term of 25 years at an agreed rental of \$1.00 per year. Said leased premises shall be used for parking purposes and may be used by the City of Newberg during the term of said lease jointly with the undersigned, and our successors in interest, for hospital parking purposes only. We understand that we will be permitted to improve said leased tract in such manner as we shall see fit for the purpose of the aforesaid uses.

11. We understand further that City of Newberg will permit us to construct and use a service driveway and entrance and exit to and from said leased premises across all or any part of the north line of Sherman Street and the boundary of said turn-around which abut on said leased premises or said Clinic Tract.

12. We further understand that said lease will require us or our successors in interest to give the City Recorder of the City of Newberg written notice of our intention to renew said lease annually during its term, such written notice to be given to said Recorder with the sum of \$1.00 covering the rent for the succeeding year, not later than the last day of the year preceding the year for which renewal is requested. Renewal shall thereupon be automatically granted without action of the council or any committee thereof, or any action excepting the aforesaid written notice by the undersigned or our successors in interest and the payment of said sum of \$1.00.

13. We understand and agree that the City of Newberg may cancel

the aforesaid lease by written notice to us or our successors in interest given at least one year in advance of the date of such cancellation and subject to the requirement that the Council of the City of Newberg shall have found and determined as a matter of record that the leased premises, or a substantial part thereof, are needed for hospital purposes, PROVIDED, HOWEVER, that in the event that the undersigned or our successors in interest shall not agree with such finding and determination of the Council and shall so advise the City of Newberg through its recorder in writing, then and that event the matter shall be submitted to an arbitration board consisting of one arbitrator appointed by the City of Newberg, one by the undersigned or our successors in interest, and the third by the two arbitrators so selected. The parties shall share equally in the cost of arbitration and shall each assist the arbitrators in every way to arrive at the truth of the matter and the decision of the majority of said board of arbitrators shall be considered as final and accepted by each and both of the parties. In considering the matters so submitted to arbitration, the arbitrators shall be instructed to take into consideration the relative needs of both the undersigned and our successors in interest at the clinic and the needs of the City of Newberg at the hospital.

Please advise at your early convenience as to whether or not the foregoing is acceptable. If you wish to do so, such acceptance may be indicated by appropriate execution of the approval form found on the included copy of this letter. Thereafter we agree, and we understand the City will agree to enter into all written agreements, leases, contracts or other documents necessary or desirable to implement the foregoing understanding.

Very truly yours,

Thomas A. Gail

Juanita E. Gail

Enclosures-3

APPROVED by the City of Newberg by
action of the Council this _____ day
of _____, 1969.

P.S.: We understand that the letter from the architect referred to in the above has been delivered directly to the City.

HS

EXHIBIT A--CLINIC TRACT

Beginning at a 3/4 inch iron pipe at the most Easterly Southwest corner of that tract conveyed to Newberg Community Hospital by deed recorded April 6, 1948 in Book 148, page 90, Deed Records, said point being North 956.20 feet, West 20 feet, North 388.92 feet, West 682 feet and South 419.62 feet from the Southeast corner of the Daniel D. Deskins Donation Land Claim #54 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon; thence along the Southwesterly portion of said hospital tract, South 88°28' West, 53.48 feet to an iron pipe, South 00°45'20" East, 60.56 feet to an iron pipe set at the Northwest corner of Lot 2 in County Survey No. 2812; thence South 89°20' East, 129.10 feet to an iron pipe and North 00°31' West, 94.31 feet to an iron pipe; thence South 89°35' East, 7.64 feet to an intersection with a 40 foot radius curve at the Westerly end of Sherman Street; thence Northerly along the arc of said curve, 85.16 feet to a point that is North 62.20 feet and East 33.28 feet from the previous point; thence North 89°35' West 116.50 feet to the Westerly boundary line of said Hospital tract; thence South 93.81 feet to the point of beginning.

EXHIBIT B--ALLEN TRACT

A part of the Donation Land Claim of D. D. Deskins No. 54 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

Beginning at a point in the North line of a tract conveyed by Newberg Community Hospital to Noah A. Hoots and Olive Grace Hoots, by deed recorded November 30, 1950 in Book 159, page 742, Deed Records; that is North 959.60 feet and North 89°35' West 542.20 feet from the Southeast corner of said Claim; thence South 174.46 feet to the North line of a tract conveyed by Noah A. Hoots and wife to Linda Augusta Eickman by deed recorded May 2, 1946 in Book 134, page 775, Deed Records; thence North 89°35' West 213.8 feet to the Northwest corner of said Eickman tract; thence North 1°15' East 74.9 feet to an iron pipe at angle of Hoots land; thence South 89°35' East 128.8 feet to an angle in Hoots land; thence North 99.66 feet to the Northwest corner of said Hoots tract; thence South 89°35' East 85 feet to the place of beginning.

EXCEPTING THEREFROM a tract of land conveyed by Noah A. Hoots and wife to City of Newberg by deed recorded November 30, 1950 in Book 159, page 746, Deed Records.

PROPOSAL FOR THE NEWBERG CITY COUNCIL

Meeting: April 28, 1969

PROPOSAL:

1. A request from Dr. Thomas A. Gail, M.D. for the City of Newberg to lower the sanitary sewer which crosses the property at 1314 E. Sherman Street without easement.

Provisions:

1. The sewer would be lowered to a depth which would permit the construction of a medical office over it.
2. All costs of lowering the sewer will be paid by the City of Newberg.
3. The City would agree that should repair, maintenance, or replacement of the sewer become necessary an alternate route would be chosen for the sewer, so as not to cause damage to the clinic.

- II. A request for the City of Newberg to lease to Dr. Gail a portion of land behind the Newberg Community Hospital and adjacent to the Clinic site for the purpose of a parking lot. The request would be for that land specified by the Newberg Hospital Board when the clinic site was sold to Dr. Gail.

Provisions:

1. All costs of the construction of the parking lot will be paid by Dr. Gail.
2. Newberg Community Hospital may use the parking area should the need arise.
3. The land specified would be 75 feet to the North and parallel to Dr. Gail's property line. The East-West boundary being near the end of the present unpaved cul de sac, so as to provide adequate entrance to the parking lot.
4. The lease would be granted for 25 years at a cost of one dollar per year. At the end of 25 years an optional renewal of the lease is requested pending the needs of the hospital and medical clinic.

*motion to lower
sewer level
city pay 1/2 exp
other sewer
Easement to rent
\$11 per yr. - lease 75' x 25' up
town and up north
cost of parking lot
- city use parking*

RESOLUTION NO. _____

WHEREAS, in accord with Resolution No. _____, heretofore adopted by the Council of the City of Newberg, bids were invited for certain electrocardiograph equipment for use of Newberg Community Hospital; and

WHEREAS, Monday, June 2, 1969, at 7:30 o'clock p.m., was set as the time for opening bids for said equipment; and the Council has considered carefully any and all bids submitted in response to said invitation, now, therefore,

BE IT RESOLVED by the Council of the City of Newberg, as follows:

1. That the bid of _____
be accepted as the bid deemed best for the City of Newberg.

2. That the Mayor and Recorder be authorized to take such steps as may be necessary to complete purchase of said equipment in accord with said bid.

ADOPTED by the Council this 2nd day of June, 1969.

Recorder

4 Hospital

RESOLUTION NO. _____

WHEREAS, Newberg Community Hospital is in urgent need of electro-cardiogram equipment; and

WHEREAS, it is to the best interests of the City of Newberg and Newberg Community Hospital that such electro-cardiogram equipment be purchased as soon as possible; now, therefore,

BE IT RESOLVED by the Council of the City of Newberg as follows:

1. The City of Newberg shall purchase electro-cardiogram equipment for the use of Newberg Community Hospital, as hereinafter described, which is the only type of such equipment suitable for such use at this time.

2. That the Finance Officer of the City of Newberg shall prepare and mail to the hospital equipment dealers hereinafter listed an invitation to bid on such new equipment, described as: "Burdick EK 4 Electrocardiograph".

3. All bids must be in writing and must be filed with said City Finance Officer on or before 7:30 o'clock p.m. PDT on Monday, the 2nd day of June, 1969. Bids will be opened and considered by said Council at said regular meeting to be held immediately thereafter. The City of Newberg reserves the right to postpone making the award for a reasonable length of time, to waive informalities and to reject any or all bids and to accept the proposal deemed the best for the City.

4. That the dealers and suppliers to whom said Finance Officer shall send said bids are as follows:

Aloe Medical
1818 W. Madison St.
Seattle, Washington

Surgical Sales, Inc.
400 S. W. 12th Avenue
Portland, Oregon

Doctors Supply Co.
5714 N. E. Hassalo St.
Portland, Oregon

American Hospital Supply
14848 N. E. 26th St.
Redmond, Washington

Shaw Surgical Co.
902 S. W. Yamhill
Portland, Oregon

ADOPTED by the Council this 5th day of May, 1969.

RESOLUTION NO. _____

WHEREAS, in accord with Resolution No. _____, heretofore adopted by the Council of the City of Newberg, bids were invited for certain sterilizing equipment needed by Newberg Community Hospital, such equipment being described in specifications contained in said resolution; and

WHEREAS, said bids were to be presented on or before 7:30 o'clock p.m., PDT on Monday, June 2, 1969; and the Council has carefully considered all bids submitted in response to said invitation; now, therefore,

BE IT RESOLVED by the Council of the City of Newberg, as follows:

1. That the bid of _____
be accepted as the proposal deemed best for the City of Newberg.

2. That the Mayor and Recorder be authorized to take such steps as may be necessary to complete purchase of said equipment in accord with said bid.

ADOPTED June 2, 1969.

Recorder

RESOLUTION NO. _____

WHEREAS, Newberg Community Hospital urgently needs replacement of sterilizing facilities, which have been used continuously for more than 10 years; and

WHEREAS, it is to the best interests of Newberg Community Hospital that new facilities be purchased as soon as possible; now, therefore,

BE IT RESOLVED by the Council of the City of Newberg as follows:

1. The City of Newberg shall purchase, for use of Newberg Community Hospital, replacement sterilizing equipment, in accordance with specifications hereinafter set forth.

2. That the Finance Officer of the City of Newberg shall prepare and mail to the manufacturers and dealers hereinafter listed an invitation to bid on said sterilizing equipment, in accord with the following specifications:

One - 20" x 20" x 38" General Purpose Sterilizer, steam powered, single door, automatic control (120 volts, 60 cycles), Automatic Condenser Exhaust; for recessed mounting.

One - Rack and two shelves for above unit.

One - 40-kw Electric Steam Generator; High-pressure type. Steam capacity--138 PPH (4 Boiler HP). For floor mounting. Includes turbine pump for automatic water feed; automatic flush; gauge glass; safety valve; and ASME and UL approval stamps, 208/240 voltage, 60 cycle, 3 phase.

One - 5-GPH Water Still, UltraPure Model, steam powered: Pressure type. Includes distillate cooler, automatic water level control for evaporator pan; and three 4-foot lengths of stainless-steel tubing with fittings to connect still to a storage vessel. Manual controls; painted wall bracket mounted.

3. All bids must be in writing and must be filed with said City Finance Officer on or before 7:30 o'clock p.m. PDT on Monday, the 2nd day of June, 1969. Bids will be opened and considered by said Council at said regular meeting to be held immediately thereafter. The City of Newberg reserves the right to postpone making the award for a reasonable length of time, to waive informalities and to reject any or all bids and to accept the proposal deemed the best for the City.

4. That the manufacturers and dealers to whom said Finance Officer shall send said bids are as follows:

Amaco
Seattle District Office
420 N. E. Ravenna Blvd.
Seattle, Washington 98115

Doctors Supply Co.
5714 N. E. Hassalo St.
Portland, Oregon

Surgical Sales, Inc.
400 S. W. 12th Avenue
Portland, Oregon

ADOPTED by the Council this 5th day of May, 1969.

Recorder