

Letters to the Editor

Editor's note: Letters to the Editor must be signed. The Gazette-Times will not publish unsigned letters. Please include your address and phone number on all letters for use by the G-T office. The G-T reserves the right to edit.

Setting the record straight

To the Editor:

The board of directors of the Morrow County Health District has asked me to set the record straight. Under the headline: "Dr. Burnham Responds," Clyde Burnham wrote a lengthy expression of his points of view. His letter to the editor was not a "response"; rather, he attempted to disparage the board of directors and discredit the district and attempted to convince the community that his separation from employment was other than voluntary.

Both Dr. Burnham and the hospital are subject to the statutory privilege of ORS 41.675. This Oregon law states that information relating to peer review and quality assurance review of the professional conduct of physicians is privileged, is not discoverable, is not subject to public disclosure.

The hospital district is a public agency accountable to the voters of our community. The public does have a right to know what is going on, subject to my legal duty not to disclose information which is privileged from disclosure.

Dr. Burnham signed a letter which states, "May 5, 1999, To Whom It May Concern: I hereby resign my position as physician for Morrow County Health District. I have made poor choices which I regret and which provide the district good cause to ask for my resignation. My resignation is freely and voluntarily given. Sincerely, /s/ Clyde Burnham, M.D."

On May 5, 1999, Clyde Burnham also signed an agreement and release document. That agreement states in part, "Burnham represents that he has carefully read, knows the contents of and fully understands the terms of this Agreement and Release. Burnham represents that he signs this Agreement and Release freely and voluntarily, and accepts the terms of the settlement evidenced hereby for purposes of making a full compromise and settlement of all claims and potential claims. Burnham acknowledges that he has been afforded the opportunity to consult with an attorney of his choice concerning this Agreement, and has done so."

A separate paragraph of the

same agreement states, "Pursuant to an unsatisfactory employee performance evaluation, Burnham hereby submits to the District his resignation, effective immediately upon his signing of this Agreement. The parties agree that the District has not initiated an investigation, to be distinguished from an employee performance evaluation, directed at Burnham for services Burnham has rendered as a physician."

On May 5, 1999, a number of issues which are and must remain privileged and which I am not at liberty to disclose, were discussed by me with the board members and with the district's attorneys. The district's attorneys conferred with Dr. Burnham's lawyer throughout the day. The district's lawyers strongly encouraged Dr. Burnham's lawyer to accompany them to the board meeting and I authorized all lawyers involved to come to Heppner for a face-to-face discussion in order to facilitate a resolution. He could have flown to Heppner at no cost to himself or Dr. Burnham. (Incidentally, the aircraft was chartered at the last minute because Dr. Burnham was unable to reach the decision he later made and thereby caused the district to incur this expense, since the board needed to be advised. The aircraft was not a jet as Dr. Burnham erroneously wrote, but rather a small Cessna.) Dr. Burnham and his lawyer made the choice that Dr.

Burnham's lawyer would not come to Heppner. As Dr. Burnham readily acknowledges in his letter to the editor, he had the advice of a lawyer he accurately describes as "a specialist" experienced in medical law. (In fact, he chose a lawyer and a law firm well known throughout Oregon, Southwest Washington and Idaho for its expertise in matters of this nature.) After spending extensive amounts of time throughout the day on the telephone with his lawyer who was meeting with the district's lawyers throughout the day in Portland, Dr. Burnham chose to attend a meeting of the board of directors without the assistance of his lawyer even though he had every opportunity for his lawyer to be present.

In meetings before the board of directors, Dr. Burnham did not ask to retain his employment. His sole purpose in meeting with the board of directors was to seek more money as party of a more generous severance package than the district's board of directors and I were willing to recommend. Again, Dr. Burnham's purpose in meeting with the board of directors was not to retain employment, but rather to obtain more money.

When the board of directors declined to pay him more money, Dr. Burnham signed the voluntary resignation letter and he signed a contractual document which constitutes an "agreement" and "release." The agreement, by its clear and explicit terms, afforded Dr. Burnham 21 days to consider the agreement before signing it; in addition, the agreement afforded Dr. Burnham a period of seven

days in which to revoke the agreement. Dr. Burnham waived the 21 day period by signing the agreement promptly when it was offered to him. Dr. Burnham did not revoke the agreement within the seven day period allowed under the clear terms of that agreement. Instead, he waited and wrote a letter to the editor which attempts to misinform the community. Dr. Burnham's purported renunciation of the agreement is without any legal effect; the agreement is final and binding on him and the district. However, Dr. Burnham's continued disparagement of the district is risky, because it may put Dr. Burnham in breach of the agreement. At the district's election, this could result in reports to the National Practitioner Data Bank and the Oregon Board of Medical Examiners, and nonpayment of any remaining amounts of payable under the agreement.

Although Dr. Burnham's employment records at Morrow County Health District gave no indication of professional problems in the past, the district did discover a lawsuit filed by Clyde L. Burnham v. Rogue Valley Serenity Lane, in the Circuit Court of the State of Oregon for Jackson County, in which the arbitrator, in resolving the case in favor of Rogue Valley Serenity Lane, wrote concerning Dr. Burnham, "The Plaintiff was not an entirely credible witness, in that he evaded direct questions which he appeared to feel would harm his position. He also selectively remembered or integrated some of the terms of his agreement, notably that the retirement contribution was not fixed, but could only be increased, but not decreased. He also admitted knowing about some of the benefits found in the Personnel Handbook, but denied knowledge of those which were contrary to his "understanding" in the case. I also find it hard to believe that he would not understand the nuances of retirement plans and vesting, since his testimony indicated he was familiar with them from previous employment." Thus, others have found Dr. Burnham to be other than credible in his sworn testimony in the past.

This response is written in order to assure the community that Morrow County Health District continues to strive to obtain the best medical care possible for the citizens of the community. The board of directors wants the community to be assured that the district acted in the best interests of the community in facilitating Dr. Burnham's resignation. We are moving aggressively to recruit competent and qualified practitioners and this recruitment has my highest priority and the highest priority of the board of directors. We have interviewed four physicians who have expressed an interest in rural medicine and will interview two more in advance of making hiring recommendations to the board of directors.

We look forward to a positive future and with this incident behind us we will progress in a manner favorable for the community and the district.

(s) Cara Osmin
Chair, MCHD Board
(s) Sheila Dahlman
MCHD CEO

To Meg...

To the Editor:

An Open Letter to Mrs. Meg Murray

Dear Mrs. Murray
In mid-July of last year my wife and I drove to Heppner, unannounced, and simply looked at the town. The town was clean and well kept. The people who lived here obviously cared about their town. The high school ballfield had freshly painted signs bragging about past teams, and there was a new swimming pool. The people who lived in Heppner obviously cared about their kids. There was a nursing home as part of the hospital, and an old hotel converted, at some cost and effort, into senior citizen housing. The people here obviously cared about their old folks. We both thought what a nice little place, and although my wife had never lived in a small town before, we agreed if I was offered a position here we would take it.

I made an appointment with Mrs. Susan Brock, who at that time was administrator, and we came over for interviews. Mrs. Brock told us that she had been sent here to preside over the closing of the hospital. She stated that since her arrival she had realized there was no need for the hospital to die and therefore she was now working very hard to get the health district back on its feet. She told us how delighted she was to have a Board Certified Family Practitioner available when the need was so great. Very shortly I was offered a contract which was soon reviewed and signed. I was puzzled that the medical staff had been so little involved but pleased to have an opportunity where I was needed in this nice little town away from big-city politics, corporate controlled medicine and HMOs. I was also puzzled why Dr. Ken Wenburg and Ms. Wendy Haack seemed to view me more like a spy than a colleague. I would soon realize how wise they were to be suspicious of anything done by the administration.

Only weeks later Mrs. Brock disclosed the awful state of the district's finances and the need to shut it all down immediately. I was outraged... I was dumfounded... How could such fundamental information as failing finances not be known? What kind of funny business had I been invited into? In what I believe was the second board meeting thereafter I stated that, in my opinion, the central problem was the board of directors and its failure to do its duty. I am quoted as saying the board was piss poor and also saying you were the worst of the lot. I was half right and half very wrong. I apologize for the choice of words about the board but not at all for the meaning. I have long since realized that you were then, and are now, the one bright light on the board. You alone on the board, in my opinion, have been consistently pointed in the right direction and have been asking the right questions. I took you as ineffective when you were simply outnumbered.

This letter is my open apology to you. You are a good and honorable woman who has worked with all the energy you had for the good of Morrow County. I deeply regret any words or actions of mine which have caused you distress.

A number of people have told me, always with affection, "Meg can be a loose cannon." Speaking as one loose cannon to another, I hope I can always be pointed in the right direction and for the right reasons as well as you have. I wish you many years to enjoy the esteem due you for your good and honorable service to Morrow County.

(s) Clyde M. Burnham, MD
Heppner

Don't understand motivation

To the Editor,

We appreciate you printing Dr. Burnham's response.

I had started to call Dr. Burnham concerning a prescription he had made when I read the previous article. I proceeded to call the clinic and was told he wasn't seeing patients. When I asked for his home phone number the lady left the phone to check with someone. I was then told they couldn't give me the number, they could turn my records over to someone else to return my call. I declined. We have been very satisfied with Dr. Burnham.

We came to this area a little over a year ago, have bought a house an like the area and the people. We had heard the hospital had troubles keeping doctors and had been given the excuse that they weren't happy with the "small town". Well, duh, -- I am sure they were aware it was a small town when they came. Doctor Burnham and his nice wife appeared to be enjoying themselves while they were at the St. Patrick's day activities.

Of course all we know is what we have read in your two articles. But our thought is that it would seem more logical for the board to ask for Mrs. Dahlman's resignation. Perhaps then "the board" would have more success in keeping good doctors. We do not understand her motivation.

We are, much to our regret, now looking for a family practice doctor in Hermiston.

(s) Thelma and Earl Jenks
Heppner

Erin Crowell selected Ione Legion Girls State rep.



Erin Crowell

Erin Crowell has been chosen to represent the Ione Legion Auxiliary Unit #95 at Girls State, June 13-19.


Crowell is the daughter of Gene and Kristy Crowell of Ione. She will be a senior at Ione High School (IHS) next year and was recently elected as the 1999-2000 student body president of IHS. She is a member of the National Honor Society and OSSOM, serving as secretary for both organizations. She also participates in drama, International Club and Knowledge Master Open. "Her athletic skills shine when she is a member of the volleyball and tennis teams," said a Legion spokesperson.

Girls State will be held at Aldersgate Conference Center near Salem this year. The center encompasses 10 acres in a forest setting. Since its opening 10 years ago, Aldersgate has established itself as one of the "premier conference centers in the Pacific Northwest," said a news release.

The American Legion Auxiliary sponsors and finances Girls State for junior girls throughout Oregon annually for 55 years. This program teaches the girls about the democratic form of government and gives them a renewed "spirit of America."

The Morrow County Grain Growers, Inc. helps with financial support for the Girls State each year.

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Commission to select administrator

The Oregon Wheat Commission will hold an executive session at the offices of the Oregon Wheat Commission, 1200 NW Naito Parkway, Suite 520, Portland, on Wednesday, June 2.

The session will consider applicants for the position of administrator.

Happy 50th Anniversary
George & Virginia Stillman
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