

INTERLOCAL AGREEMENT

LINCOLN COUNTY PUBLIC HEALTH COALITION

THIS AGREEMENT is made this 2nd day of March, 2015, by and between Lincoln County Public Hospital District No. 3 ("District No. 3"), a Washington municipal corporation, Lincoln County Public Hospital District No. 1 ("District No. 1"), a Washington municipal corporation, and Lincoln County, a Washington municipal corporation.

RECITALS

A. Chapter 70.44.003 RCW authorizes public hospital districts to own and operate hospitals and other health care facilities and to provide hospital services and other health care services for the residents of such districts and other persons.

B. Chapter 70.44.007 (2) defines "other health care services" to include "nursing home, extended care, long-term care, outpatient, rehabilitative, health maintenance and ambulance services and such other services as are appropriate to the health needs of the population served.

C. District No. 3 and District No. 1 (collectively, the "Districts") each own and operate health care facilities and provide health care services to residents of their respective districts and other persons.

D. In accordance with chapter 70.05 RCW, Lincoln County (the "County") has formed a local board of health and employs a local health officer and other health care personnel to supervise, administer and carry out certain powers and duties relating to the preservation of life and health of the residents of the County.

E. The Interlocal Cooperation Act (chapter 39.34 RCW) and the Public Hospital District statute (chapter 70.44 RCW) authorize the Districts and the County to enter into cooperative agreements with one another to provide for the health care needs of the people served by the Districts and the County.

F. Pursuant to the authority granted by the Interlocal Cooperation Act and the Public Hospital District statute, the Districts and the County have agreed to enter into a cooperative agreement for the purpose of total population health, value based purchasing and carrying out public health programs to improve the health status of residents of Lincoln County.

NOW THEREFORE, in consideration of the mutual benefits to be derived, and on the terms, conditions and covenants set forth, the Districts and the County agree as follows:

of a shortfall the Managing Board shall convene a meeting to evaluate the budget and determine a course of proceeding. In order to facilitate the payment of the expenses on behalf of the Coalition, the Managing Board shall have the authority to establish a special fund with the treasurer of either District or County which shall be designated as the "Operating Fund of Lincoln County Public Health Coalition" (the "Operating Fund"). All grant funds received by the Coalition or any member to assist in the financing of the activities covered by this Agreement shall be deposited in the Operating Fund and used to pay the costs incurred by the Coalition as described herein.

7. SCOPE OF AUTHORITY. Neither the Districts or the County shall have any authority to bind or to act for or to assume any obligations or responsibilities on behalf of the other District or County or the Coalition, nor shall the Coalition have any authority to bind or act for or to assume any obligations or responsibilities on behalf of either District or the County.

8. BOOKS AND RECORDS. The Coalition shall maintain separate books and records which shall be kept at Lincoln County Public Health, and shall be available at all times for inspection and copying by either District or the County.

9. COALITION CONTRACTS. Any contract entered into by the Coalition shall be in writing and shall contain a provision permitting termination of such contract upon no more than 12 months' notice in the event this agreement is terminated. All contracts shall be signed by the Managing Board of the Coalition.

10. INDEMNIFICATION. Each party (the "Indemnitor"), to the fullest extent permitted by law, shall indemnify, defend and hold harmless the other party or parties, their directors, officers, employees, agents and subcontractors (each an "Indemnitee") from and against any and all losses, expenses, liabilities or claims, including attorneys' fees, incurred by reason of or in connection with any acts or omissions taken, or alleged to have been taken, solely by the Indemnitor in connection with the Coalition, including without limitation any act or omission that constitutes a default under this agreement; provided, however, that no party shall be liable hereunder for another party's consequential damages.

11. COALITION PROPERTY. Any property required to carry out the purposes of this agreement shall be held in the name of the Coalition.

12. DISSOLUTION AND TERMINATION.

12.1 Termination of Agreement. This agreement may be terminated and the Coalition dissolved prior to the expiration of the term specified in paragraph 5 upon the occurrence of any of the events described in paragraph 5; provided, however, that such termination shall not be effective until the completion of the winding up and distribution process described below.

12.2 Winding Up. Prior to the expiration or termination of this Agreement in accordance with the terms hereof, the Coalition shall diligently proceed to wind up its affairs through the payment of all debts and liabilities and the settlement or other disposition of all claims by or against the Coalition arising out of or related to this Agreement. During the period of winding up, the managing board shall have no authority to otherwise carry on the business as prescribed in this Agreement except to the extent necessary to complete the winding up.

12.3 Distribution. Upon completion of the winding up process, the Coalition shall distribute equally between the Districts and County any personal property which it may then be holding; provided that any personal property provided by a member shall be returned to that member and any grant proceeds being held by the Coalition in the Operating Fund or otherwise shall be distributed in accordance with the terms of that grant.

12.4 Books and Records. Upon completion of the winding up and distribution process the Managing Board shall make arrangements for the safe storage of its books and records for such period of time as may be needed to satisfy any federal or state record keeping laws then in effect. Such books and records shall be available during normal business hours to the Districts and County for inspection and copying at their own cost and expense.

13. NOTICES. Any and all notices or communications required or permitted to be given under any of the provisions of this agreement shall be in writing and shall be deemed to have been given upon receipt when personally delivered or sent by overnight courier or when such delivery is refused or upon receipt if sent by facsimile with hard copy four (4) days or four (4) days after deposit in the United States mail if sent by first class, certified or registered mail, return receipt requested. All notices to District No. 3 shall be directed to Thomas Martin at Lincoln Hospital. All notices to District No. 1 shall be directed to Monica Sheldon at Odessa Memorial Healthcare Center. All notices to Lincoln County Public Health shall be directed to Ed Dzedzy, Public Health Administrator.

14. ENTIRETY/MODIFICATION. This Agreement represents the entirety of the Agreement of the Districts and the County with respect to the subject matter hereof and supersedes all prior negotiations or discussions with respect thereto. This Agreement may be amended or modified by written instrument signed by each party.

15. WAIVER. No waiver of any breach or default hereunder shall be valid unless in writing and signed by the party giving such waiver and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

16. ASSIGNMENT. No party to this Agreement may assign its rights or obligations hereunder.

17. CAPTIONS. The captions in this Agreement are for convenience of reference only and shall not be construed to limit or define any term hereof.

18. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute but one and the same instrument.

19. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state of Washington.

20. FILING REQUIREMENTS. Upon execution of this Agreement the parties shall file or post a true and complete copy thereof in compliance with the provisions of chapter 39.34 RCW. This Agreement shall not be deemed to be effective until such filings have been completed.

21. SEVERABILITY. Should any provision of this Agreement be deemed to be illegal, invalid or unenforceable, such determination shall not affect the validity, legality or enforceability of the remainder of this Agreement.

22. AUTHORIZATION. The Districts and Lincoln County do hereby represent and warrant to each other that it is duly authorized to enter into and to carry out the terms of this Agreement.

IN WITNESS WHEREOF, District No. 1, District No. 3 and Lincoln County have caused this Agreement to be executed this 2nd day of March, 2015.

LINCOLN COUNTY PUBLIC
HOSPITAL DISTRICT NO. 3

Thomas Martin
By: Thomas Martin
Its: Superintendent
Date: 3/15/15

LINCOLN COUNTY PUBLIC
HOSPITAL DISTRICT NO. 1

Mo Sheldon
By: Mo Sheldon
Its: Superintendent
Date: 3/9/2015

LINCOLN COUNTY

Scott M. Hutselle
By: Scott M. Hutselle
Its: Commissioner
Date: March 2, 15

Rob Hoffman
By: Rob Hoffman
Its: Commissioner
Date: March 2, 15

INTERLOCAL AGREEMENT

Approved As To Form:
[Signature]
Prosecuting Attorney

By: Steph R Hedma
Its: Commissioner
Date: March 2, 15