Jefferson County Public Hospital District No.2
Board of Commissioners Meeting
Victor J. Dirksen Conference Room,
834 Sheridan St, 1st Floor ESSB

Special Session Agenda
Wednesday, September 19, 2018

Call to Order: 2:30

Education Topic: 2:31
  • Bill Hunt, Emergency Management Coordinator
    Update on Emergency Management

Break: 3:15

Employee of the Quarter: 3:30

Approve Agenda: 3:40

Patient Story: Joyce Cardinal, CNO 3:41

Minutes: Action Requested 3:45
  • August 22 Regular Session Minutes (pg. 2-4)

Required Approvals: Action Requested 3:46
  • August Warrants and Adjustments (pg. 5-10)
  • Resolution 2018-14 Cancel Warrants (pg. 11)
  • Medical Staff Credentials/ Appointments/ Reappointments (pg. 12-17)
  • Medical Staff Policy (pg. 18-19)

Public Comment: 3:50
(In lieu of in-person comment, members of the public may provide comment on any agenda item or any other matter related to the District via a letter addressed to the Commissioners at 834 Sheridan Street, Port Townsend, Washington 98368, or via email to commissioners@jeffersonhealthcare.org.)

Financial Report: Hilary Whittington, CAO/CFO 4:00

Quality Report: Brandie Manuel, Chief Patient Care Officer 4:15

Administrator’s Report: Mike Glenn, CEO 4:30
  • Organizational Chart
  • Interlocal Agreement- Castle Hill Parking (pg. 20-32)

Chief Medical Officer Report: Joe Mattern, MD, CMO 4:45

Board Business: 5:00

Meeting Evaluation: 5:05

Conclude: 5:10

This Special Session will be officially audio recorded.
Times shown in agenda are estimates only.
Call to Order:
The meeting was called to order at 2:00pm by Board Chair Buhler. Also present were Commissioners Dressler, Kolff, McComas, and Ready. Mike Glenn, CEO, Hilary Whittington, Chief Administrative Officer/Chief Financial Officer, Jon French, Chief Legal Officer, and Alyssa Rodrigues, Administrative Assistant were also in attendance. This meeting was officially audio recorded by Jefferson Healthcare.

Education:
Commissioners watched an educational video, “We are ALL the Patient Experience” – The Beryl Institute.

Jackie Levin, Patient Advocate presented the 2nd quarter patient advocate report. Discussion ensued.

Break:
Commissioners recessed for break at 2:55pm.

Commissioners reconvened from break at 3:30pm.

Employee Team and Employee of the Quarter:
Mike Glenn, CEO, announced the Employee of the Quarter, Jarrod Johnson, Facilities, and the Team of the Quarter, Diagnostic Imaging.

Approve Agenda:
Commissioner Dressler made a motion to approve the agenda. Commissioner Ready seconded.
Action: Motion passed unanimously.

Patient Story:
Joyce Cardinal, Interim CNO gave a patient story regarding a patients visit to the orthopedic department and her subsequent stay in the hospital. The patient felt that her visit was wonderful and the caregivers were compassionate and that Dr. Naumann was a great orthopedic surgeon. The patient looked forward to coming back for her next visit in the Spring.
Minutes:
- July 11 Special Session
- July 25 Regular Session
Commissioner McComas made a motion to approve the July 11 Special Session Minutes and July 25 Regular Session Minutes. Commissioner Dressler seconded.
Action: Motion passed unanimously.

Required Approvals: Action Requested
- July Warrants and Adjustments
- Resolution 2018-12 Cancel Warrants
- Resolution 2018-13 Surplus Equipment
- Medical Staff Credentials/Appointments/Reappointments
Commissioner Dressler made a motion to approve July Warrants and Adjustments, Resolution 2018-12 Cancelled Warrants, Resolution 2018-13 Surplus Equipment, and Medical Staff Credentials/Appointments/Reappointments. Commissioner McComas seconded.
Action: Motion passed unanimously.

Public Comment:
Public comment was made.

Financial Report:
Hilary Whittington, CFO/CAO presented the July financial report.
Discussion ensued.

Quality Report:
Joyce Cardinal, Interim Chief Nursing Officer presented the Quality Report.
Discussion ensued.

Administrative Report
Mike Glenn, CEO, presented the administrative report.
Discussion ensued.

Chief Medical Officer Report:
Dr. Joe Mattern was excused. The Chief Medical Officer Report will be presented at the next regular meeting.

Board Business:
Commissioner Dressler invited everyone to attend the Jefferson Healthcare Foundation fundraising cruise for the JH Foundation.
Commissioner Kolff announced that John Nowak and Lori Fleming did a great job of presenting the CHIP implementation plan to the Citizens for Healthcare Access group.

Commissioner Buhler announced that the August Board of Health meeting was cancelled.

**Meeting Evaluation**
Commissioners Buhler questioned whether a motivational video or an education video would be better during the educational session.

Commissioners discussed a change in the format of the meeting.

Commissioner Kolff made a motion to start the board meeting at 2:30pm. Commissioner Ready seconded.

**Action:** Motion passed 3 to 1 with 1 abstention. Commissioners McComas, Buhler, and Ready in favor. Commissioner Kolff opposed. Commissioner Dressler abstained.

**Conclude:**
Commissioner Ready made a motion to conclude the meeting. Commissioner Dressler seconded the motion.

**Action:** Motion passed unanimously.

Meeting concluded at 5:00pm.

Approved by the Commission:

Chair of Commission: Jill Buhler _________________________________

Secretary of Commission: Marie Dressler ___________________________
### Gross Revenue

<table>
<thead>
<tr>
<th></th>
<th>August 2018 Actual</th>
<th>August 2018 Budget</th>
<th>Variance Favorable/ (Unfavorable)</th>
<th>%</th>
<th>August 2018 YTD</th>
<th>August 2018 Budget YTD</th>
<th>Variance Favorable/ (Unfavorable)</th>
<th>%</th>
<th>August 2017 YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inpatient Revenue</td>
<td>3,495,422</td>
<td>4,408,737</td>
<td>(913,315)</td>
<td>-21%</td>
<td>29,598,098</td>
<td>34,558,800</td>
<td>(4,960,702)</td>
<td>-14%</td>
<td>33,376,459</td>
</tr>
<tr>
<td>Outpatient Revenue</td>
<td>16,110,979</td>
<td>15,862,010</td>
<td>248,969</td>
<td>2%</td>
<td>122,685,548</td>
<td>124,337,661</td>
<td>(1,652,113)</td>
<td>-1%</td>
<td>121,896,950</td>
</tr>
<tr>
<td>Total Gross Revenue</td>
<td>19,606,401</td>
<td>20,270,747</td>
<td>(664,346)</td>
<td>-3%</td>
<td>152,283,646</td>
<td>158,896,461</td>
<td>(6,612,815)</td>
<td>-4%</td>
<td>155,273,409</td>
</tr>
</tbody>
</table>

### Revenue Adjustments

<table>
<thead>
<tr>
<th></th>
<th>%</th>
<th>%</th>
<th>%</th>
<th>%</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Adjustment Medicaid</td>
<td>552,671</td>
<td>581,261</td>
<td>-28,590</td>
<td>-5%</td>
<td>816,455</td>
</tr>
<tr>
<td>Cost Adjustment Medicare</td>
<td>1,092,682</td>
<td>1,549,430</td>
<td>456,748</td>
<td>29%</td>
<td>55,528,358</td>
</tr>
<tr>
<td>Charity Care</td>
<td>1,356,580</td>
<td>1,209,927</td>
<td>146,653</td>
<td>12%</td>
<td>8,075,740</td>
</tr>
<tr>
<td>Contractual Allowances Other</td>
<td>1,169,282</td>
<td>1,418,830</td>
<td>249,548</td>
<td>18%</td>
<td>1,026,759</td>
</tr>
<tr>
<td>Adjust Bad Debt</td>
<td>1,673,615</td>
<td>1,356,580</td>
<td>317,035</td>
<td>23%</td>
<td>344,151</td>
</tr>
<tr>
<td>Total Revenue Adjustments</td>
<td>11,309,224</td>
<td>11,125,415</td>
<td>183,809</td>
<td>2%</td>
<td>84,984,556</td>
</tr>
</tbody>
</table>

### Other Revenue

<table>
<thead>
<tr>
<th></th>
<th>%</th>
<th>%</th>
<th>%</th>
<th>%</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>340B Revenue</td>
<td>913,315</td>
<td>944,781</td>
<td>-31,466</td>
<td>-3%</td>
<td>136,784</td>
</tr>
<tr>
<td>Meaningful Use Ehr Incentive</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>Other Operating Revenue</td>
<td>444,781</td>
<td>128,388</td>
<td>316,393</td>
<td>246%</td>
<td>1,191,873</td>
</tr>
<tr>
<td>Total Operating Revenues</td>
<td>9,014,157</td>
<td>9,568,755</td>
<td>(554,598)</td>
<td>-6%</td>
<td>74,136,176</td>
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</tbody>
</table>

### Operating Expenses

<table>
<thead>
<tr>
<th></th>
<th>%</th>
<th>%</th>
<th>%</th>
<th>%</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries And Wages</td>
<td>4,403,489</td>
<td>4,802,949</td>
<td>399,460</td>
<td>8%</td>
<td>36,483,324</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>1,137,454</td>
<td>1,209,927</td>
<td>72,473</td>
<td>6%</td>
<td>9,075,740</td>
</tr>
<tr>
<td>Professional Fees</td>
<td>441,117</td>
<td>383,528</td>
<td>57,589</td>
<td>-15%</td>
<td>3,769,942</td>
</tr>
<tr>
<td>Purchased Services</td>
<td>1,169,282</td>
<td>1,418,830</td>
<td>249,548</td>
<td>18%</td>
<td>11,448,696</td>
</tr>
<tr>
<td>Supplies</td>
<td>69,634</td>
<td>57,937</td>
<td>(12,298)</td>
<td>-21%</td>
<td>4,503,640</td>
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<tr>
<td>Insurance</td>
<td>108,901</td>
<td>123,268</td>
<td>14,367</td>
<td>12%</td>
<td>1,026,759</td>
</tr>
<tr>
<td>Professional Fees</td>
<td>365,729</td>
<td>396,906</td>
<td>31,177</td>
<td>8%</td>
<td>3,178,544</td>
</tr>
<tr>
<td>Utilities</td>
<td>41,959</td>
<td>81,348</td>
<td>39,390</td>
<td>48%</td>
<td>398,367</td>
</tr>
<tr>
<td>Total Non Operating Revenues (Expenses)</td>
<td>518,352</td>
<td>733,084</td>
<td>214,732</td>
<td>32%</td>
<td>1,670,759</td>
</tr>
</tbody>
</table>

### Non Operating Revenues (Expenses)

<table>
<thead>
<tr>
<th></th>
<th>%</th>
<th>%</th>
<th>%</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Non Operating Revenues (Expenses)</td>
<td>3,984</td>
<td>29,881</td>
<td>33,865</td>
<td>113%</td>
</tr>
<tr>
<td>Change in Net Position (Loss)</td>
<td>522,337</td>
<td>143,181</td>
<td>379,156</td>
<td>265%</td>
</tr>
<tr>
<td>STATISTIC DESCRIPTION</td>
<td>AUG ACTUAL</td>
<td>AUG BUDGET</td>
<td>% VARIANCE</td>
<td>YTD ACTUAL</td>
</tr>
<tr>
<td>-----------------------</td>
<td>------------</td>
<td>------------</td>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td>FTEs - TOTAL (AVG)</td>
<td>534.33</td>
<td>584.50</td>
<td>9%</td>
<td>541.05</td>
</tr>
<tr>
<td>FTEs - PRODUCTIVE (AVG)</td>
<td>470.82</td>
<td>525.73</td>
<td>10%</td>
<td>484.80</td>
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<tr>
<td>ADJUSTED PATIENT DAYS</td>
<td>1,919</td>
<td>2,172</td>
<td>-12%</td>
<td>15,929</td>
</tr>
<tr>
<td>ICU PATIENT DAYS (IP + OBSERVATION, MIDNIGHT CENSUS)</td>
<td>64</td>
<td>97</td>
<td>-34%</td>
<td>630</td>
</tr>
<tr>
<td>ACU PATIENT DAYS (IP + OBSERVATION, MIDNIGHT CENSUS)</td>
<td>304</td>
<td>362</td>
<td>-16%</td>
<td>2,574</td>
</tr>
<tr>
<td>SWING IP PATIENT DAYS (MIDNIGHT CENSUS)</td>
<td>3</td>
<td>16</td>
<td>-81%</td>
<td>50</td>
</tr>
<tr>
<td>PATIENT DAYS (ACU, ICU, SWING), INCLUDES OBSERVATION</td>
<td>371</td>
<td>475</td>
<td>-22%</td>
<td>3,254</td>
</tr>
<tr>
<td>BIRTHS</td>
<td>11</td>
<td>9</td>
<td>22%</td>
<td>81</td>
</tr>
<tr>
<td>SURGERY CASES (IN OR)</td>
<td>101</td>
<td>102</td>
<td>-1%</td>
<td>789</td>
</tr>
<tr>
<td>SURGERY MINUTES (IN OR)</td>
<td>17,642</td>
<td>9,714</td>
<td>82%</td>
<td>155,290</td>
</tr>
<tr>
<td>SPECIAL PROCEDURE CASES</td>
<td>73</td>
<td>102</td>
<td>-28%</td>
<td>558</td>
</tr>
<tr>
<td>LAB BILLABLE TESTS</td>
<td>18,150</td>
<td>19,121</td>
<td>-5%</td>
<td>143,502</td>
</tr>
<tr>
<td>BLOOD BANK UNITS MATCHED</td>
<td>60</td>
<td>56</td>
<td>7%</td>
<td>463</td>
</tr>
<tr>
<td>CARDIAC SERVICES (EKG, AMB, TREAD, ECG)</td>
<td>114</td>
<td>107</td>
<td>7%</td>
<td>850</td>
</tr>
<tr>
<td>MRI COMPLETED</td>
<td>177</td>
<td>190</td>
<td>-7%</td>
<td>1,284</td>
</tr>
<tr>
<td>CT SCANS COMPLETED</td>
<td>429</td>
<td>471</td>
<td>-9%</td>
<td>3,624</td>
</tr>
<tr>
<td>RADIOLOGY DIAGNOSTIC TESTS</td>
<td>1,362</td>
<td>1,617</td>
<td>-16%</td>
<td>11,210</td>
</tr>
<tr>
<td>ECHOs COMPLETED</td>
<td>153</td>
<td>178</td>
<td>-14%</td>
<td>942</td>
</tr>
<tr>
<td>ULTRASOUNDS COMPLETED</td>
<td>330</td>
<td>347</td>
<td>-5%</td>
<td>2,447</td>
</tr>
<tr>
<td>MAMMOGRAPHYS COMPLETED</td>
<td>290</td>
<td>208</td>
<td>39%</td>
<td>1,392</td>
</tr>
<tr>
<td>NUCLEAR MEDICINE TESTS</td>
<td>29</td>
<td>33</td>
<td>-12%</td>
<td>213</td>
</tr>
<tr>
<td>TOTAL DIAGNOSTIC IMAGING TESTS</td>
<td>2,770</td>
<td>3,044</td>
<td>-9%</td>
<td>21,302</td>
</tr>
<tr>
<td>MEDS DISPENSED</td>
<td>21,317</td>
<td>23,766</td>
<td>-10%</td>
<td>178,264</td>
</tr>
<tr>
<td>ANTI COAG VISITS</td>
<td>534</td>
<td>552</td>
<td>-3%</td>
<td>3,571</td>
</tr>
<tr>
<td>RESPIRATORY THERAPY PROCEDURES</td>
<td>2,976</td>
<td>3,769</td>
<td>-21%</td>
<td>25,163</td>
</tr>
<tr>
<td>PULMONARY REHAB RVUs</td>
<td>298</td>
<td>167</td>
<td>78%</td>
<td>2,070</td>
</tr>
<tr>
<td>PHYSICAL THERAPY RVUs</td>
<td>7,718</td>
<td>5,668</td>
<td>36%</td>
<td>56,494</td>
</tr>
<tr>
<td>OCCUPATIONAL THERAPY RVUs</td>
<td>1,220</td>
<td>988</td>
<td>23%</td>
<td>9,933</td>
</tr>
<tr>
<td>SPEECH THERAPY RVUs</td>
<td>250</td>
<td>255</td>
<td>-2%</td>
<td>1,765</td>
</tr>
<tr>
<td>REHAB/PT/OT/ST RVUs</td>
<td>9,486</td>
<td>7,078</td>
<td>34%</td>
<td>70,262</td>
</tr>
<tr>
<td>ER CENSUS</td>
<td>1,030</td>
<td>1,132</td>
<td>-9%</td>
<td>8,417</td>
</tr>
<tr>
<td>EXPRESS CLINIC</td>
<td>684</td>
<td>910</td>
<td>-25%</td>
<td>4,319</td>
</tr>
<tr>
<td>SOCOC PATIENT VISITS</td>
<td>166</td>
<td>251</td>
<td>-34%</td>
<td>1,258</td>
</tr>
<tr>
<td>PORT LUDLOW PATIENT VISITS</td>
<td>713</td>
<td>896</td>
<td>-20%</td>
<td>4,566</td>
</tr>
<tr>
<td>JHPC PATIENT VISITS</td>
<td>2,372</td>
<td>3,304</td>
<td>-28%</td>
<td>20,646</td>
</tr>
<tr>
<td>JHFM PATIENT VISITS</td>
<td>1,167</td>
<td>1,276</td>
<td>-9%</td>
<td>8,455</td>
</tr>
<tr>
<td>JHIM PATIENT VISITS</td>
<td>654</td>
<td>100</td>
<td>15%</td>
<td>4,397</td>
</tr>
<tr>
<td>TOTAL RURAL HEALTH CLINIC VISITS</td>
<td>5,102</td>
<td>7,291</td>
<td>-30%</td>
<td>43,641</td>
</tr>
<tr>
<td>CARDIOLOGY CLINIC VISITS</td>
<td>218</td>
<td>245</td>
<td>-11%</td>
<td>1,880</td>
</tr>
<tr>
<td>DERMATOLOGY CLINIC VISITS</td>
<td>442</td>
<td>433</td>
<td>2%</td>
<td>2,883</td>
</tr>
<tr>
<td>GEN SURG PATIENT VISITS</td>
<td>291</td>
<td>236</td>
<td>23%</td>
<td>2,476</td>
</tr>
<tr>
<td>INFUSION CENTER VISITS</td>
<td>684</td>
<td>603</td>
<td>13%</td>
<td>4,661</td>
</tr>
<tr>
<td>ONCOLOGY VISITS</td>
<td>335</td>
<td>414</td>
<td>-19%</td>
<td>2,712</td>
</tr>
<tr>
<td>ORTHO PATIENT VISITS</td>
<td>527</td>
<td>715</td>
<td>-26%</td>
<td>4,456</td>
</tr>
<tr>
<td>SLEEP CLINIC VISITS</td>
<td>213</td>
<td>160</td>
<td>33%</td>
<td>1,489</td>
</tr>
<tr>
<td>SURGERY CENTER ENDOSCOPY</td>
<td>56</td>
<td>67</td>
<td>-16%</td>
<td>544</td>
</tr>
<tr>
<td>WOMENS CLINIC VISITS</td>
<td>227</td>
<td>255</td>
<td>-11%</td>
<td>1,743</td>
</tr>
<tr>
<td>WOUND CLINIC VISITS</td>
<td>403</td>
<td>326</td>
<td>24%</td>
<td>2,527</td>
</tr>
<tr>
<td>TOTAL SPECIALTY CLINIC VISITS</td>
<td>3,396</td>
<td>3,454</td>
<td>-2%</td>
<td>25,371</td>
</tr>
<tr>
<td>SLEEP CENTER SLEEP STUDIES</td>
<td>85</td>
<td>74</td>
<td>15%</td>
<td>577</td>
</tr>
<tr>
<td>HOME HEALTH EPISODES</td>
<td>71</td>
<td>68</td>
<td>4%</td>
<td>522</td>
</tr>
<tr>
<td>HOSPICE CENSUS/DAYS</td>
<td>948</td>
<td>894</td>
<td>6%</td>
<td>8,313</td>
</tr>
<tr>
<td>DIETARY TOTAL REVENUE</td>
<td>74,527</td>
<td>72,311</td>
<td>3%</td>
<td>602,215</td>
</tr>
<tr>
<td>MAT MGMT TOTAL ORDERS PROCESSED</td>
<td>2,606</td>
<td>2,606</td>
<td>0%</td>
<td>20,057</td>
</tr>
<tr>
<td>EXERCISE FOR HEALTH PARTICIPANTS</td>
<td>894</td>
<td>937</td>
<td>-5%</td>
<td>6,717</td>
</tr>
</tbody>
</table>
The following items need to be approved at the next commission meeting:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund Warrants &amp; ACH Transfers</td>
<td>$16,096,471.86</td>
<td>(Provided under separate cover)</td>
</tr>
<tr>
<td>Bad Debt / Charity</td>
<td>$708,107.39</td>
<td>(Attached)</td>
</tr>
<tr>
<td>Canceled Warrants</td>
<td>$400.00</td>
<td>(Attached)</td>
</tr>
</tbody>
</table>
TO: BOARD OF COMMISSIONERS
FROM: HILARY WHITTINGTON, CAO/CFO
RE: AUGUST 2018 GENERAL FUND WARRANTS & ACH FUND TRANSFERS

Submitted for your approval are the following warrants:

GENERAL FUND:

247950 - 248708 $12,000,975.34

ACH TRANSFERS $4,095,496.52

$16,096,471.86

YEAR-TO-DATE: $72,588,943.68

Warrants are available for review if requested.
TO: BOARD OF COMMISSIONERS  
FROM: HILARY WHITTINGTON, CAO/CFO  
RE: AUGUST 2018 BAD DEBT, ADMINISTRATIVE, AND CHARITY CARE WRITE OFFS

Submitted for your approval are the following:

<table>
<thead>
<tr>
<th></th>
<th>AUGUST</th>
<th>AUGUST YTD</th>
<th>AUGUST YTD BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bad Debts:</td>
<td>$329,578.64</td>
<td>$2,409,544.59</td>
<td>$2,307,370.41</td>
</tr>
<tr>
<td>Charity Care:</td>
<td>$252,869.95</td>
<td>$1,804,143.39</td>
<td>$979,681.76</td>
</tr>
<tr>
<td>Other Administrative Adjustments:</td>
<td>$125,658.80</td>
<td>$720,558.23</td>
<td>$353,727.96</td>
</tr>
<tr>
<td>TOTAL FOR MONTH:</td>
<td>$708,107.39</td>
<td>$4,934,246.21</td>
<td>$3,640,780.13</td>
</tr>
</tbody>
</table>
TO: BOARD OF COMMISSIONERS  
FROM: HILARY WHITTINGTON, CAO/CFO  
RE: AUGUST 2018 WARRANT CANCELLATIONS

State law requires you to pass a resolution canceling any warrants which are not presented to the Treasurer for payment within one year of issue.

<table>
<thead>
<tr>
<th>DATE</th>
<th>WARRANT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/14/2017</td>
<td>238875</td>
<td>$200.00</td>
</tr>
<tr>
<td>8/17/2017</td>
<td>238987</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

TOTAL: $400.00
JEFFERSON COUNTY PUBLIC HOSPITAL DISTRICT NO. 2

RESOLUTION 2018-14

A RESOLUTION CANCELING CERTAIN WARRANTS IN THE AMOUNT OF $400.00

WHEREAS warrants of any municipal corporation not presented within one year of their issue, or, that have been voided or replaced, shall be canceled by the passage of a resolution of the governing body;

NOW, THEREFORE BE IT RESOLVED THAT:

In order to comply with RCW 36.22.100, warrants indicated below in the total amount of $400.00 are canceled.

<table>
<thead>
<tr>
<th>Date of Issue</th>
<th>Warrant #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/14/2017</td>
<td>238875</td>
<td>200.00</td>
</tr>
<tr>
<td>08/17/2017</td>
<td>238987</td>
<td>200.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>400.00</strong></td>
</tr>
</tbody>
</table>

APPROVED this 19th day of September, 2018.

APPROVED BY THE COMMISSION:

Commission Chair Jill Buhler: ________________________________

Commission Secretary Marie Dressler: ____________________________

Attest:

Commissioner Matt Ready: ________________________________

Commissioner Kees Kolff: ________________________________

Commissioner Bruce McComas: ________________________________
FROM: Barbara York – Medical Staff Services  
RE: 08/28/2018 Medical Executive Committee appointments/reappointments and annual policy review recommendations for Board approval 09/19/2018

C-0241
§485.627(a) Standard: Governing Body or Responsible Individual
The CAH has a governing body or an individual that assumes full legal responsibility for determining, implementing and monitoring policies governing the CAH’S total operation and for ensuring that those policies are administered so as to provide quality health care in a safe environment.

Interpretive Guidelines §485.627(a)
It is the responsibility of the governing body (or responsible individual) to appoint, with the advice of the medical staff, the individual practitioners to the medical staff. After considering medical staff recommendations, and in accordance with established CAH medical staff criteria and State and Federal laws and regulations, the governing body (or responsible individual) decides whether or not to appoint new medical staff members or to continue current members of the medical staff.

Recommended provisional appointment to the active/courtesy/allied health staff:
1. Heistand, Kari, MD – Psychiatry
2. Olinger, Elizabeth, NP – Express Care Clinic
3. Shawnik, Nicholas, DO – Emergency Medicine
4. Tremain, Diane, NP – Express Care Clinic (LT)
5. Yahraus, Brittany, PA-C – Express Care Clinic

Recommended re-appointment to the courtesy medical staff with privileges as requested:
1. Botnick, Elisha, DO – Emergency Medicine
2. Conley, Harry, MD – Tele-Radiology
3. Liu, Brandon, MD – Tele-Radiology
4. Neher, Timothy, MD – Tele-Radiology
5. Pulukurthy, Satyavardhan MD – Cardiology

Reappointment extension of 90 days:
Provider who is on leave of absence was granted stay of reappointment for 90 days to January 19, 2019.

Medical Student Rotation: Brianna Rowen, PGY II, from 8/24 -10/21/2018 at PC Clinic –sponsor: Molly Hong, MD

Completion of 90 day provisional status:
1. Kari Griffin-Harte ARNP
2. Denise Sample, ARNP
PROVIDER ORIENTATION

POLICY:
Every newly appointed Medical Staff provider will complete an orientation. This orientation, designed to help promote and build a positive relationship with the provider, will be a personal, interactive orientation overseen by and including Medical Staff leadership, Hospital leadership, Medical Staff Services and other key personnel within the hospital. As a tool to assist in orienting the Medical Staff provider, a resource manual has been developed and will be presented and reviewed at the time of orientation.

Providers working from a remote site (tele-radiology, tele-stroke) shall have full orientation requirements waived, however, essential elements of JHC and medical staff protocols, and guidelines appropriate to the services shall be communicated to the provider. All providers who require EPIC access will receive training by the Informatics Department before their first shift in the facilities.

PURPOSE:
To ensure that all newly appointed Medical Staff Providers are oriented to Jefferson Healthcare and Medical Staff leadership, contribute to patient safety and to relay pertinent clinical, operational and regulatory information and expectations.

PROCEDURE:

1. Mission, Vision and Values
2. Patient Rights and Responsibilities
3. Patient Safety, Quality, Facility Accreditation, Restraint Use
4. Infection Control
5. Medical Staff Officers and Committees
6. Phone Directory
7. Organizational Chart
8. Bylaws, Rules and Regulations
9. Health Information Management, and HIPAA
10. CME and Tumor Board Information, PolicyStat Instructions
11. Conduct Expectations
12. Provisional Evaluation Process
13. Peer Review

RECORD REQUIRED:
Jefferson Healthcare Orientation Manual
Reappointment and renewal of clinical privileges

POLICY:

All reappointments and the granting of/revision of clinical privileges are for a period not to exceed 2 years within the month of last reappointment.

DEFINITION:

The renewal/reappraisal of medical staff membership and privileges of a practitioner whose previous service on the medical staff has met the standard of patient care.

PROCEDURE:

I. The Medical Staff Coordinator or designee will:
   1. Provide the practitioner at least 90 days prior to expiration of reappointment with the following:
      a. Cover letter requesting completion of reappointment and/or privileges
      b. Application for Reappointment
      c. Copy of currently approved privileges
      d. New privilege forms
      e. Other forms as deemed appropriate
   2. If reappointment packet has not been returned within two weeks from issue, a reminder will be sent to the practitioner.
   3. If the reappointment packet has not been returned 6 weeks in advance of expiration of current appointment, a certified letter will be sent informing the practitioner that the appointment will automatically expire at the conclusion of the appointment period. Reinstatement would require a new application for appointment.
   4. The returned application and/or request for privileges shall be reviewed for completion and all necessary documentation. Privilege requests will be reviewed with those currently granted. Any questions, clarifications or additional information required, will be immediately referred to the practitioner.

II. Complete reappointment and or request for renewal of privileges includes at least the following:
   1. Specific staff category and clinical privileges requested. Any changes shall be noted. Requests for privileges new to practitioner shall follow policy New or Additional Privileges/ Procedures.
   2. Evidence of current Washington State license.
   3. Evidence of current DEA registration (if applicable).
   4. Evidence of current professional liability insurance (coverage must meet at least the minimum requirements established by the Governing Board, Executive Committee and Medical Staff).
   5. Attestation of any physical or mental condition that could affect the ability to perform the privileges requested and duties of medical Staff appointment, with or without accommodation. See attached form.
   6. Evidence of continuing medical education obtained during the previous two years which relate in part to privileges granted and requested is not required unless requested by Credentials Committee or Medical Executive Committee.
   7. Documentation of any proceedings initiated or pending involving allegation of professional medical misconduct or completed proceedings involving findings of professional medical conduct in this or other states.
8. Documentation of any proceedings initiated, pending or completed involving denial, revocation, suspension, reduction, limitation, probation, or non-renewal of any of the following:
   a. License or certificate to practice any profession in any state or country
   b. DEA or other controlled substance registration/certification
   c. Membership or fellowship in local, state or national professional organizations
   d. Faculty membership at any medical or other professional school
   e. Appointment or employment status, prerogative or clinical privileges at any other hospital, facility or organizations; or
   f. Limitation, cancellation, imposition of surcharge on professional liability insurance

9. Documentation of any voluntary relinquishment of medical license or DEA or other controlled substance registration.

10. Documentation of any voluntary termination of medical staff membership or voluntary limitation, reduction or surrender of clinical privileges.

11. Documentation of any felony criminal charges pending and/or any charges during the past two (2) years, including their resolutions.

12. Signed and dated reappointment attestation, confidentiality, consent and release from liability.

13. Documentation of any malpractice claims or suits initiated, pending, or completed since practitioner's last appointment/reappointment or granting of privileges.

14. Documentation of any claims or suits for alleged malpractice that resulted in payments by practitioner or on practitioner's behalf by an insurance company (this shall include suits in which a judgment or settlement was made against a professional corporation of which practitioner is/was a member, shareholder, or employee and the practitioner was named in the claim or suit).

III. Verifications to be completed and information obtained:

1. Verification of current Washington State license and any evidence of disciplinary actions will be completed. Negative responses are referred to the Chief(s) of Service, Vice Chief of Staff and/or Credentials Committee Chair.
   a. *Washington State license and current licenses held in other states are verified at initial appointment, at reappointment or renewal or revision of clinical privileges, and at the time of expiration of the license.*

2. The National Practitioner Data Bank will be queried. Adverse responses are referred to the Chief(s) of Service, the Vice Chief of Staff and/or Credentials Committee Chair.

3. Federal agency resources (Office of Inspector General, System Awards Management, Noridian) shall be queried for exclusion from participation from government sponsored programs (such as Medicare, Medicaid, Tricare, VA).

4. Patient Activity Information will be requested from other sources, when there is limited patient contact at the hospital (less than 3 patient contacts per year).
   a. Any practitioner with minimal activity at the hospital must submit evidence of current clinical competency and ability to perform privileges requested such as:
      i. a copy of his/her confidential quality profile from his/her primary hospital;
      ii. copy of his/her quality profile from a health care plan/managed care organization; or
      iii. recommendations from three (3) active members of the Jefferson Healthcare Medical Staff who are knowledgeable about the quality of the practitioner’s patient care.
        iv. Blinded copies of patient records (3) for peer review.

*Failure of the practitioner to ensure necessary competency assessment information is provided shall result in the application being deemed incomplete with no further processing and considered a voluntary resignation.*
5. The practitioner is responsible for providing any reasonable evidence of current ability to perform the privileges requested.

6. Information will be requested from any hospital or facility with or at which the physician had or has any association, employment, privilege or practice.

7. Verification of current insurance and claims history will be conducted.

8. Results of peer review, complaints and concerns, quality assessment and improvement activities and practitioner practice information will be considered.

9. Continuing medical education will be considered.

10. The Medical Staff Coordinator or designees will ensure that practitioner directories and other materials for members are consistent with education, training, certification, specialty, etc.

IV. Review and approval:

After collection of all necessary information the reappointment and/or request for privileges will be referred for evaluation, recommendations and approval as follows:

1. Chief(s) of appropriate service(s) and Vice Chief of Staff or Credentials Committee Chair shall review the reappointment and or privileges application, credentials file, and quality assessment file and document their evaluation. When the Department Chief is being reappointed, the Chief of Staff or designee (i.e. Chief Medical Officer) and members of the department shall review the reappointment application, credentials file and quality assessment file and document their evaluation. Evaluations will be based on performance, conduct, compliance with Medical Staff Bylaws, Rules and Regulation and Policies and Procedures and includes the six general competencies of the ACGME and ABMS:
   a. Patient care as demonstrated in findings of ongoing and/or focused quality assessment/ performance improvement activities
   b. Medical/Clinical knowledge
   c. Practice based learning and improvement (use of scientific evidence and methods to investigate, evaluate and improve patient care – continuing education)
   d. Interpersonal and communication skills (with patients, families, and other members of healthcare teams)
   e. Professionalism reflected by a commitment to continuous professional development, ethical practice and understanding and sensitivity to diversity and a responsible attitude toward patients, profession and society
   f. Systems Based Practice demonstrated by participation and understanding of established systems and the ability to apply this knowledge to improve and optimize health care

2. Evaluations and recommendations of the Chief of Service shall be documented and referred to the Credentials Committee Chair and the Medical Executive Committee.

3. The recommendations from the Medical Executive Committee shall be submitted to the Governing Board for final action.

4. A letter will be sent to the practitioner informing him/her of the Governing Board's decision with a copy of the approved privileges within 60 days of the Board's decision.

5. Approved privileges will be updated (manuals or electronic files) by Medical Staff Services personnel.

All Jefferson Healthcare practitioners have the right to an impartial, non-discriminatory, and confidential selection and review process. JHC monitors for and prevents discriminatory credentialing by the following:

JHC does not collect information on an applicant's race, ethnic/national identity and sexual orientation, religion, marital status or other status or characteristics protected under any applicable federal or state law. Medical Executive Committee members are required to sign an annual attestation statement assuring credentialing and re-credentialing decisions are not discriminatory or based on applicant's race.
ethnic/national identity, gender, age, sexual orientation, religion, marital status or other status or characteristics protected under any applicable federal or state law.

REFERENCES

CMS Ref S&C 05-04, Requirements for Hospital Medical Staff Privileging, CoP 482.22
RCW 70.41.230 Duty of hospital to request information on physicians granted privileges
WAC 246-320-182; NCQA CR1, A12; CR1, Element A, Factor 7
Telemedicine Services

POLICY:

Jefferson Healthcare (originating site) will grant credentialing and privileging of all telemedicine providers through an agreement with the 'Medicare participating' distant site or a telemedicine entity and will rely upon the credentialing and privileging decisions made by the 'Medicare participating' distant site or telemedicine entity when making recommendations for appointments/re-appointments. For non Medicare participating sites the CMS Conditions of Participation must be met.

The written agreement **includes but is not limited to the following conditions:**

- Distant site telemedicine entity medical staff credentialing and privileging process
- The provider is privileged at the distant site
- The provider holds license or is recognized by the state where the originating site (Jefferson Healthcare) is located
- Jefferson Healthcare has evidence of internal review of the distant site practitioner’s performance of these privileges and sends the distant site performance information for use in periodic appraisals (at a minimum patient complaints and adverse events).

Jefferson Healthcare Medical Staff Bylaws and Policies and Procedures for appointment, reappointment and granting of clinical privileges will be followed.

PURPOSE:

To establish guidelines for credentialing and privileging physicians who provide telemedicine.

DEFINITION OF TELEMEDICINE:

Remote licensed, independent practitioners who are responsible for patient care, treatment and services (e.g: providing official readings of images, tracings or interpretive studies, consultations) via telemedicine link.

Telemedicine sites consist of both an originating site and a distant site. An originating site is the hospital/facility where the patient is receiving care, whereas a distant site is the institution where telemedicine provider is located or telemedicine entity from which the prescribing or treating services are provided.

REFERENCES:

CMS CoPs: §482.22 (3), § 482.22(4), §482.12(a)(1) through (a)(7) and the Medical Staff standards at § 482.22(a)(1) through (a)(2); DNV MS.17, SR.1; 42 C.F.R. 485.616(c)
To be eligible to request privileges the following minimum threshold criteria must be met:

**Basic education:** Doctor of Dental Surgery (DDS) or Doctor of Medical Dentistry (DMD)

**Formal training and experience at initial appointment:**

Successful completion of an American Dental Association-Approved school of dentistry accredited by the Commission of Dental Accreditation (CODA) and board certification in adult and pediatric dentistry.

**Clinical Experience (initial)** Applicants for initial appointment must be able to demonstrate active dental practice in the past 24 months or successful completion of accredited training program in the past 12 months.

**Clinical Experience (reappointment)** Current demonstrated competency and adequate volume of experience with acceptable results, reflective of the scope of privileges requested, for the past 24 months based on results of ongoing professional practice evaluations and outcomes. Evidence of current ability to perform privileges as requested is required of all applicants for renewal of privileges.

**Providers must be BLS certified.**

☐ Requesting: **GENERAL DENTISTRY** Core Privileges:

Consult, evaluate oral health needs, diagnose, and provide general dental diagnostic, preventive, and therapeutic oral healthcare to patients of all ages to correct or treat various routine conditions of the oral cavity and dentition.

I request the privileges checked above and attest that I have met the requirements for these privileges. I have crossed out any procedures that I do not currently perform or request. I understand that by making this request I am bound by the applicable bylaws, policies and procedures of the hospital and the Medical Staff and hereby stipulate that I meet the threshold criteria for each privilege requested.

<table>
<thead>
<tr>
<th>Dentist Signature</th>
<th>Print Name</th>
<th>Date</th>
</tr>
</thead>
</table>

Governing Board Approval date: ___________________
INTERLOCAL AGREEMENT BETWEEN JEFFERSON COUNTY
PUBLIC HOSPITAL DISTRICT NO. 2 AND JEFFERSON COUNTY

This Interlocal Agreement is made and entered into by and between Jefferson County Public Hospital District No. 2, a political subdivision under the laws of the State of Washington ("Jefferson Healthcare"), and Jefferson County, a political subdivision under the laws of the State of Washington ("Jefferson County"), (collectively "Parties").

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington ("RCW") provides for Interlocal cooperation between governmental agencies; and

WHEREAS, pursuant to RCW 39.34.080, a public agency may contract with another public agency to perform any governmental service, activity, or undertaking which each public agency is authorized to perform by law, provided that the contract shall be approved by the governing body of each Party to the contract and the contract sets forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, Jefferson County owns real property near the Jefferson Healthcare facilities in Port Townsend, namely Parcel No. 948323702; and

WHEREAS, Jefferson Healthcare has a shortage of space on which its employees can park their vehicles and

WHEREAS, Jefferson County wishes to pave Parcel No. 948323702; and

WHEREAS, Jefferson Healthcare is willing to contribute to the costs of paving Parcel No. 948323702 in exchange for a license of a portion of Parcel No. 948323702 for purposes of parking for its employees; and

WHEREAS, the portion of Parcel No. 948323702 to be used for parking is identified in Appendix A; and

WHEREAS, it would be in the best interest of the citizens of the Parties’ respective jurisdictions if Parcel No. 948323702 is paved via a shared cost, so a portion of the parcel can be used for parking for Jefferson Healthcare employees; and

WHEREAS, the Parties hereto desire to enter into this Interlocal Agreement so the Parties jointly financing the development of Parcel No. 948323702 for purposes of parking for Jefferson Healthcare employees ("the Project");

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose.** The purpose of this Interlocal Agreement is to comply with Chapter 39.34 RCW and to authorize the Parties to jointly finance the Project.
2. **Manner of Financing, Establishing and Maintaining a Budget for the Project.**
   a. In exchange for a license of the portion of Parcel No. 948323702 described in Appendix A for purposes of parking for its employees for five years, Jefferson Healthcare shall contribute fifty thousand dollars ($50,000) toward the Project.
   b. Jefferson Healthcare’s payment required by Paragraph 2.a shall be made payable to Jefferson County and shall be paid not later than thirty (30) days after approval of this Interlocal Agreement by the governing body of each Party.
   c. Jefferson County shall be responsible for the letting of any contract necessary for the Project and complying with all applicable requirements for contracting for such services under state and local law.
   d. Other than the financial contribution described in Paragraph 2.a., Jefferson Healthcare shall have no further financing obligation for the Project.

3. **Form and Term of License.**
   a. The License shall be in substantially the same form as in Appendix B.
   b. The term of the License shall be for a period of 60 months, beginning 15 days after Jefferson County provides written notice to Jefferson Healthcare that paving on Parcel No. 948323702 is complete but no later than December 31, 2018.
   c. At the end of the term of this license, Jefferson Healthcare shall have three (3) consecutive twelve-month options to extend the term of this license. To exercise any twelve-month option to extend the term (or any extended term) of this license, Jefferson Healthcare must give written notice to Jefferson County at least 30 days prior to the end of the term (or any extended term) of this license and pay the Jefferson County Treasurer $9,600 prior to the end of the term (or any extended term) of the license, with $9,600 representing an estimated amount of $25 per month, per parking space.

4. **No Separate Legal Entity to Conduct the Undertakings.** There will be no separate legal entity to conduct the undertakings in this Interlocal Agreement.

5. **Filing with the Jefferson County Auditor.** An executed copy of this Interlocal Agreement shall be filed as required by RCW 39.34.040 prior to this Interlocal Agreement becoming effective.

6. **Risk Allocation, Including Hold Harmless and Indemnity.**
   a. Each Party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the Party of itself and its employees, officers, or elected officials.
   b. Neither Party assumes responsibility to the other Party for the consequences of any act or omission of any person or entity not a Party to this Interlocal Agreement.
c. To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney’s fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

d. A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

e. In the event of any concurrent act or omission of the Parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each Party’s comparative liability.

f. The Parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If voluntary settlement and the Parties resolve any claim cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

g. The indemnification obligations of the Parties shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workers’ compensation act, disability benefit act or other employee benefit act. Each Party hereby expressly waives any immunity afforded by such acts to the extent required by a Party’s obligations to indemnify, defend and hold harmless the other Party. A Party’s waiver of immunity does not extend to claims made by its employees directly against the Party as employer. The foregoing indemnification obligations of the Parties are a material inducement to enter into this Interlocal Agreement and have been mutually negotiated.

h. If either Party places the enforcement of this Interlocal Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all it sits own attorney’s fees, costs, and expenses.

i. The venue for any dispute related to this Interlocal Agreement shall be in Jefferson County, Washington.

j. The provisions of this Paragraph 6 shall survive the expiration or termination of this Interlocal Agreement with respect to any event occurring prior to such expiration or termination.

7. **Term.** This Interlocal Agreement shall take effect immediately and shall continue in effect for the term of the License described in Paragraph 3.
8. **Compliance with Laws.** Each Party accepts responsibility for compliance with federal, state, or local laws and a regulation including that Party’s bidding requirements applicable to the acquisition of any goods, services, or equipment obtained through the cooperative process agreed to herein.

9. **Administrators of this Interlocal Agreement.** The administrators of this Interlocal Agreement are:

   a. Jefferson County:
      
      Director of Central Services
      Jefferson County
      P.O. Box 1220
      Port Townsend, WA 98368
      Phone: (360) 385-2130

   b. Jefferson Healthcare:
      
      Chief Administrative Officer
      Jefferson Healthcare
      834 Sheridan Street
      Port Townsend, WA 98368
      Phone: (360) 385-2200

10. **Recording.** A copy of this Interlocal Agreement and a copy of the fully executed the License shall be recorded in the Jefferson County Auditor’s Office.

11. **Section Headings.** The headings of the sections of this Interlocal Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Interlocal Agreement.

12. **Limits of Any Waiver of Default.** No consent by either Party to, or waiver of, a breach by either Party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either Party.

13. **No Oral Waiver.** No term or provision of this Interlocal Agreement will be considered waived by either Party, and no breach excused by either Party, unless such waiver or consent is in writing signed on behalf of the Party against whom the waiver is asserted. Failure of a Party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

14. **Severability.** Provided it does not result in a material change in the terms of this Interlocal Agreement, if any provision of this Interlocal Agreement or the application of this Interlocal Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Interlocal Agreement and the application this Interlocal Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
15. **No Assignment, Sale or Transfer.** No Party may sell, transfer, or assign any rights or benefits under this Interlocal Agreement without the written approval of all the Parties.

16. **No Third-Party Beneficiaries.** The Parties do not intend, and nothing in this Interlocal Agreement shall be construed to mean, that any provision in this Interlocal Agreement is for the benefit of any person or entity who is not a Party.

17. **Modification of this Interlocal Agreement.** This Interlocal Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of all the Parties.

18. **Signature in Counterparts.** The Parties agree that separate copies of this Interlocal Agreement may be signed by each of the Parties and this Interlocal Agreement shall have the same force and effect as if all the Parties had signed the original.

19. **Arms-Length Negotiations.** The Parties agree that this Interlocal Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.

20. **Entire Agreement.** The Parties agree that:

   a. This Interlocal Agreement contains all the agreements of the Parties with respect to any matter covered or mentioned in this Interlocal Agreement.

   b. No representation or promise not expressly contained in this Agreement has been made.

   c. They are not entering into this Agreement based on any inducement, promise or representation, expressed or implied, which is not expressly contained in this Agreement.

   d. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this Agreement.

*(SIGNATURES FOLLOW ON NEXT PAGE)*
FOR JEFFERSON HEALTHCARE:

________________________________________
Mike Glenn, Chief Executive Officer

______________________________
Date

FOR JEFFERSON COUNTY:

________________________________________
David Sullivan, Chair Board of County Commissioners

______________________________
Date

APPROVED AS TO FORM ONLY:

________________________________________
Philip C. Hunsucker,
Chief Civil Deputy Prosecuting Attorney

______________________________
Date
APPENDIX A – PORTION OF PARCEL NO. 948323702 TO BE USED FOR PARKING BY JEFFERSON HEALTHCARE

Parking Area (in red rectangle)
APPENDIX B – LICENSE

After recording return document to:

Director of Central Services
Jefferson County
P.O. Box 1220
Port Townsend, WA 98368

LICENSE FOR EMPLOYEE PARKING

Reference Number of Related Documents:

Grantor(s): Jefferson County, a political subdivision under the laws of the State of Washington

Grantee(s): Jefferson County Public Hospital District No. 2, a political subdivision under the laws of the State of Washington

Legal Description (the Property): EISENBEIS ADDITION BLK 237 LOTS 1,2,7 & 8 W/PTN VAC GRANT ST. ADJ. CASTLE HILL COMPLEX, Records of Jefferson County, Washington, but only the Parking Area Depicted in Appendix A.

Assessor’s Tax Parcel Number: 948323702

THE GRANTOR, Jefferson County, a Washington municipal corporation, for valuable consideration, including Fifty Thousand Dollars ($50,000) paid by the Jefferson County Public Hospital District No. 2 by check delivered to Jefferson County on or before the thirty (30) days after approval of an Interlocal Agreement by the governing body of the Grantor and Grantee, conveys and grants to the Grantee, the Jefferson County Public Hospital District No. 2, its successors and assigns, a license, over, under, in, along, across and upon, that certain land legally described above but subject to the following terms and conditions:
1. **Use of Parking Area.** The Parking Area depicted in Appendix A to be used for parking by Grantee and its employees or invitees only, along with the right of ingress and egress thereto across adjacent land of the Grantor for these purposes.

2. **Term of this License.** The term of this license commences beginning 15 days after Grantor provides written notice to Grantee that paving on the Parking Area is complete but no later than December 31, 2018 and terminating 60 months thereafter.

3. **No Additional Compensation or Liability by Grantee.** Except for the Fifty Thousand Dollars ($50,000) to be paid by the Grantee, any costs or liability associated with inspection, maintenance, improvement, repair, construction, reconstruction, and improvements upon the property undertaken by the Grantor shall be borne by the Grantor.

4. **Extension of the Term of this License.** At the end of the term of this license, the Grantee shall have three (3) twelve month options to extend the term of this license. To exercise any twelve-month option to extend the term (or any extended term) of this license, Jefferson Healthcare must give written notice to Jefferson County at least 30 days prior to the end of the term (or any extended term) of this license and pay the Jefferson County Treasurer $9,600 prior to the end of the term (or any extended term) of the license, with $9,600 representing an estimated amount of $25 per month, per parking space.

5. **Exclusive Use of the Parking Area.** The Parking Area shall be for the exclusive use of the Grantee and its invitees during the term or extended term of this license. The Grantor shall install a sign that makes clear to the public that the Parking Area is for the exclusive use of the Grantee and that violators shall be towed. Either the Grantee or the Grantor may enforce the requirements of this Section 3.

6. **Grantor Performs All Maintenance.** The Grantor shall perform all maintenance required in the Parking Area during the term or extended term of this license.

7. **Termination of this License Before the End of the Term.** During the initial term of this license the Grantor may terminate this license on 30-days written notice, along with tendering to the Grantee a check for the amount paid by the Grantee pursuant to Section 1, less an amount that equals the total payment required by Section 1 multiplied by the fraction of the number of months remaining divided by the total months left of the initial 60 months. During any term of this license extended pursuing to Section 2, the Grantor may terminate this license on 30-days written notice, along with tendering to the Grantee a check for the amount paid by the Grantee pursuant to Section 2, less an amount that equals the total payment required by Section 2 multiplied by the fraction of the number of months remaining divided by the total months left of the extended 12 months.

8. **Binding on Successors.** This license shall be binding upon the Grantors and Grantee and their successors and assigns, and constitutes a covenant running with the land.
9. Grantee agrees to indemnify, defend, and hold harmless Grantor from any and all claims, losses, costs, liabilities, injuries and/or damages (including reasonable attorney’s fees) suffered by Grantor or any person or property which may be caused by or arising out of, directly or indirectly, the Grantee’s or its agents’, contractors’, employees’, licensees’ or invitees’, exercise of the rights granted herein, provided that Grantee shall not be responsible for any claims arising from the negligence or intentional conduct of Grantor, Grantor’s successors and assigns, employees, agents or independent contractors.

10. Other Terms and Conditions. All the terms of the Interlocal Agreement are incorporated by reference into this license. If any of the terms in this license conflict with the terms of the Interlocal Agreement, the terms of this license control.

Grantor covenants that it is the lawful owner of the above-described property and has authority to convey such license.

Dated this ____ day of _________________, 2018.

(SIGNATURES FOLLOW ON NEXT PAGE)
GRANTOR: JEFFERSON COUNTY

Board of County Commissioners
Jefferson County, Washington

By: ____________________________   ____________________________
    David Sullivan, Chair     Philip C. Hunsucker, Chief
    Civil Deputy Prosecuting Attorney

State of Washington
County of Jefferson    ss

On this day personally appeared before me David Sullivan to me known to be the individual, or
individuals described in and who executed the within and foregoing instrument and
acknowledged that he (she or they) signed the same as his free and voluntary act and deed, for
the uses and purposes therein mentioned.

Given under my hand and official seal this ___ day of _____________, 2018

Seal:

Signature: ______________________________

Printed Name: ____________________________

Notary Public in and for the state of Washington, residing at ________________________,
Washington.
GRANTEE: JEFFERSON COUNTY PUBLIC HOSPITAL DISTRICT NO. 2

By: ______________________________
    Mike Glenn, Chief Executive Officer

State of Washington    }  ss
County of Jefferson    }  ss

On this day personally appeared before me Mike Glenn, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument and acknowledged that he (she or they) signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of ________________, 2018

Seal:

Signature: ________________________________
Printed Name: ______________________________

Notary Public in and for the state of Washington, residing at ________________________,
Washington.
APPENDIX A – PORTION OF PARCEL NO. 948323702 TO BE USED FOR PARKING BY JEFFERSON HEALTHCARE