
Regular Session Agenda
Wednesday, May 22, 2019

<u>Call to Order:</u>	2:30
<u>Education Topic:</u>	2:31
• Jefferson Healthcare Strategic Plan Update	
<u>Break:</u>	3:15
<u>Approve Agenda:</u>	3:30
<u>Team/Employee/ Provider of the Quarter</u>	3:31
<u>Patient Story:</u>	3:40
<u>Minutes:</u> Action Requested	3:50
• April 24 Regular Session (pg. 2-4)	
• May 8 Special Session (pg. 5)	
<u>Required Approvals:</u> Action Requested	3:51
• April Warrants and Adjustment (pg. 6-11)	
• Resolution 2019-07 Surplus Equipment (pg. 12)	
• Medical Staff Credentials/ Appointments/ Reappointments (pg. 13)	
• 2019-08 Interlocal Agreement for Expansion of Summer Meals Program (pg. 14-18)	
• 2019-09 Interlocal Agreement for Expansion of Summer Meals and Programming (pg. 19-23)	
<u>Public Comment:</u>	3:55
<i>(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.</i>	
<u>Health Grades Presentation:</u>	4:05
• Katharine Mongoven, MBA, Senior Director, Quality Solutions	
<u>Financial Report:</u> Hilary Whittington, CAO/CFO	4:15
<u>Quality Report:</u> Brandie Manuel, Chief Pt Safety and Quality Officer	4:25
<u>Administrative Report:</u> Mike Glenn, CEO	4:35
<u>Chief Medical Officer Report:</u> Dr. Joseph Mattern, MD, CMO	4:45
<u>Board Business:</u>	4:55
<u>Meeting Evaluation:</u>	5:00
<u>Conclude:</u>	5:05

This Regular Session will be officially audio recorded.
Times shown in agenda are estimates only.

Jefferson County Public Hospital District No.2
Board of Commissioners, Regular Session Minutes
Wednesday, April 24, 2019
Victor J. Dirksen Conference Room

Call to Order:

The meeting was called to order at 2:29pm by Board Chair Buhler Rienstra. Present were Commissioners Kolff, McComas and Ready. Also, in attendance were Mike Glenn, CEO, Hilary Whittington, Chief Administrative Officer/ Chief Financial Officer, Jon French, Chief Legal Officer, Tina Toner, Chief Nursing Officer, Brandie Manuel, Chief Patient Safety and Quality Officer, Jenn Wharton, Chief Ambulatory and Medical Group Officer, Dr. Joe Mattern, Chief Medical Officer, Caitlin Harrison, Chief Human Resources Officer, and Alyssa Rodrigues, Administrative Assistant were also in attendance. This meeting was officially audio recorded by Jefferson Healthcare. Commissioner Dressler was excused.

Education:

Dr. Steve Butterfield, Chief Medical Officer, Medical Group and Jenn Wharton, Chief Ambulatory and Medical Group Officer presented the Jefferson Healthcare Medical Group update.

Discussion ensued.

Break:

Commissioners recessed for break at 3:18pm.

Commissioners reconvened from break at 3:30pm.

Approve Agenda:

Commissioner McComas made a motion to approve the agenda with the removal of Medical Staff Policy in the Required Approvals. Commissioner Ready seconded.

Action: Motion passed unanimously.

Patient Story:

Tina Toner, CNO, provided the patient story regarding a patient who had chronic respiratory problems and obstructive sleep apnea. The patient reported to the hospital with influenza resulting in acute and chronic respiratory failure. Providers, RN's, and Respiratory Therapists tried to convince the patient to wear a device called a biPAP machine to avoid having to be intubated and put on a breathing machine, the patient refused. The next morning an RT was able to convince the patient to wear the machine by promising the patient she wouldn't leave the room; she would hold it up to her face and not put the straps around her head. The RT held the mask for up to 60 minutes. The patient grew comfortable with the machine and the therapist and eventually agreed to wear it independently. The patient wore the mask independently the whole next day and did not have to be intubated. Tina Toner, CNO, described the teamwork between all parties and continued to explain the importance of the Respiratory Therapy department.

Minutes:

- March 19 Special Session
- March 27 Regular Session

Commissioner Kolff made a motion to approve the March 19 Special Session Minutes and March 27 Regular Session Minutes. Commissioner McComas seconded.

Action: Motion passed unanimously.

Required Approvals: Action Requested

- March Warrants and Adjustments
- Resolution 2019-06 Cancelled Warrants
- Medical Staff Credentials/Appointments/Reappointments

Commissioner Kolff made a motion to approve March Warrants and Adjustments, Resolution 2019-06 Cancelled Warrants, Medical Staff Credentials/ Appointments/ Reappointments. Commissioner Ready seconded.

Action: Motion passed unanimously.

Report on Exercise for Health:

Mitzi Hazard, Director of Wellness and Rehab, provided a report on Exercise for Health.

Discussion ensued.

Report on Washington State Collection Practices:

Discussion ensued around Washington State and Jefferson Healthcare Collections Practices.

Public Comment:

Public comment was made.

Patient Advocate Report: Jackie Levin, Patient Advocate

Jackie Levin, Patient Advocate, presented the 1st quarter Patient Advocate Report.

Discussion ensued.

Financial Report:

Hilary Whittington, CFO/CAO presented the March Financial Report.

Discussion ensued.

Quality Report:

Brandie Manuel, Chief Patient Safety and Quality Officer, presented the Critical Access Hospital Report.

Discussion ensued.

Commissioner Kolff made a motion to approve the 2018 Critical Access Hospital Report. Commissioner McComas seconded.

Action: Motion passed unanimously.

Administrative Report

Mike Glenn, CEO, presented the Administrative report.

Discussion ensued.

Commissioner Ready made a motion to approve the new Mission Statement. Commissioner McComas seconded.

Action: Motion passed unanimously.

Chief Medical Officer Report:

Dr. Joseph Mattern, CMO, reported on the Chief Medical Report which included potentially presenting more topics to the board, epic upgrade, and Exercise for Health.

Board Business:

Commissioner Kolff acknowledged a letter that was written to the board and requested an update from Dr. Mattern to report on the MAT program.

Commissioner Kolff asked if it was possible to set up a transition from Exercise for Health.

Discussion ensued.

Meeting Evaluation:

Commissioners evaluated the meeting.

Conclude:

Commissioner McComas made a motion to conclude the meeting. Commissioner Kolff seconded.

Action: Motion passed unanimously.

Meeting concluded at 5:40pm.

Approved by the Commission:

Chair of Commission: Jill Rienstra _____

Secretary of Commission: Marie Dressler _____

Jefferson County Public Hospital District No.2
Board of Commissioners, Regular Session Minutes
Wednesday, May 8, 2019
Victor J. Dirksen Conference Room

Call to Order:

The meeting was called to order at 11:00am by Board Chair Buhler Rienstra. Present were Commissioners Dressler, and Ready. Commissioner McComas present by phone. Also, in attendance were Mike Glenn, CEO, Hilary Whittington, Chief Administrative Officer/ Chief Financial Officer, Jon French, Chief Legal Officer. This meeting was officially audio recorded by Jefferson Healthcare. Commissioner Kolff was excused.

Executive Session:

Potential Acquisition of Real Estate

Commissioners went into Executive Session at 11:02am.
Commissioners came out of Executive Session at 11:30am.

No public present was present.

Commissioner Ready made a motion to approve the purchase of 509 Cleveland St in the amount \$298,500 and to authorize the CEO to executive all documents necessary in pertaining to the purchase. Commissioner Dressler seconded.

Action: Motion passed unanimously.

Conclude:

Meeting concluded at 11:31pm.

Approved by the Commission:

Chair of Commission: Jill Rienstra _____

Secretary of Commission: Marie Dressler _____

Jefferson
Healthcare

Gross Revenue

Inpatient Revenue
Outpatient Revenue

Total Gross Revenue

Revenue Adjustments

Cost Adjustment Medicaid
Cost Adjustment Medicare
Charity Care
Contractual Allowances Other
Administrative Adjustments
Allowance for Uncollectible Accounts

Total Revenue Adjustments

Net Patient Service Revenue

Other Revenue

340B Revenue
Other Operating Revenue

Total Operating Revenues

Operating Expenses

Salaries And Wages
Employee Benefits
Professional Fees
Purchased Services
Supplies
Insurance
Leases And Rentals
Depreciation And Amortization
Repairs And Maintenance
Utilities
Licenses And Taxes
Other

Total Operating Expenses

Operating Income (Loss)

Non Operating Revenues (Expenses)

Taxation For Maint Operations
Taxation For Debt Service
Investment Income
Interest Expense
Bond Issuance Costs
Gain or (Loss) on Disposed Asset
Contributions

Total Non Operating Revenues (Expenses)

Change in Net Position (Loss)

	April 2019 Actual	April 2019 Budget	Variance Favorable/ (Unfavorable)	%	April 2019 YTD	April 2019 Budget YTD	Variance Favorable/ (Unfavorable)	%	April 2018 YTD
Total Gross Revenue	23,130,909	20,483,910	2,646,999	13%	84,863,290	81,935,688	2,927,602	4%	75,646,791
Revenue Adjustments	2,425,901	1,984,552	(441,349)	-22%	8,079,312	7,938,212	(141,100)	-2%	7,722,835
Cost Adjustment Medicaid	2,425,901	1,984,552	(441,349)	-22%	8,079,312	7,938,212	(141,100)	-2%	7,722,835
Cost Adjustment Medicare	8,420,856	7,007,484	(1,413,373)	-20%	29,590,652	28,029,952	(1,560,701)	-6%	26,544,203
Charity Care	247,526	234,284	(13,242)	-6%	755,419	937,137	181,718	19%	853,728
Contractual Allowances Other	1,976,011	1,527,084	(448,927)	-29%	6,621,854	6,108,342	(513,512)	-8%	5,603,523
Administrative Adjustments	118,940	91,119	(27,821)	-31%	388,808	364,475	(24,333)	-7%	301,255
Allowance for Uncollectible Accounts	68,711	266,098	197,387	74%	1,402,960	1,064,393	(338,566)	-32%	1,294,816
Total Revenue Adjustments	13,257,945	11,110,621	(2,147,324)	-19%	46,839,005	44,442,511	(2,396,494)	-5%	42,320,360
Net Patient Service Revenue	9,872,963	9,373,289	499,675	5%	38,024,286	37,493,177	531,108	1%	33,326,431
Other Revenue	278,938	315,452	(36,514)	-12%	1,163,794	1,261,808	(98,014)	-8%	1,144,787
340B Revenue	278,938	315,452	(36,514)	-12%	1,163,794	1,261,808	(98,014)	-8%	1,144,787
Other Operating Revenue	1,378,326	438,548	939,778	214%	1,904,129	1,754,193	149,936	9%	565,395
Total Operating Revenues	11,530,227	10,127,288	1,402,939	14%	41,092,208	40,509,177	583,031	1%	35,036,613
Operating Expenses	4,820,143	4,869,983	49,840	1%	19,045,496	19,479,944	434,448	2%	17,808,117
Salaries And Wages	4,820,143	4,869,983	49,840	1%	19,045,496	19,479,944	434,448	2%	17,808,117
Employee Benefits	1,363,958	1,218,340	(145,618)	-12%	4,980,039	4,873,363	(106,676)	-2%	4,483,640
Professional Fees	470,215	341,860	(128,355)	-38%	1,798,486	1,367,441	(431,046)	-32%	1,642,953
Purchased Services	603,915	658,925	55,010	8%	2,042,737	2,635,700	592,963	22%	2,123,864
Supplies	2,040,920	1,757,410	(283,511)	-16%	7,153,056	7,029,643	(123,413)	-2%	5,959,440
Insurance	51,083	52,671	1,588	3%	218,417	210,683	(7,733)	-4%	249,086
Leases And Rentals	124,801	153,918	29,117	19%	575,749	615,670	39,921	6%	494,194
Depreciation And Amortization	386,156	404,317	18,160	4%	1,546,443	1,617,267	70,824	4%	1,592,821
Repairs And Maintenance	48,505	94,556	46,051	49%	217,829	378,223	160,394	42%	225,158
Utilities	103,342	103,649	307	0%	400,408	414,595	14,187	3%	376,313
Licenses And Taxes	60,565	53,823	(6,742)	-13%	219,584	215,293	(4,291)	-2%	204,431
Other	201,794	200,189	(1,604)	-1%	690,195	800,757	110,562	14%	573,465
Total Operating Expenses	10,275,396	9,909,639	(365,757)	-4%	38,888,439	39,638,580	750,141	2%	35,733,481
Operating Income (Loss)	1,254,831	217,649	1,037,182	477%	2,203,769	870,598	1,333,172	153%	(696,868)
Non Operating Revenues (Expenses)	81,162	20,836	60,326	290%	119,831	83,342	36,489	44%	127,097
Taxation For Maint Operations	81,162	20,836	60,326	290%	119,831	83,342	36,489	44%	127,097
Taxation For Debt Service	75,077	18,748	56,329	300%	112,033	74,992	37,041	49%	93,466
Investment Income	61,141	27,271	33,869	124%	212,032	109,085	102,947	94%	103,068
Interest Expense	(70,631)	(81,960)	11,329	14%	(320,549)	(327,840)	7,291	2%	(349,609)
Bond Issuance Costs	-	-	-	0%	-	0	-	0%	0
Gain or (Loss) on Disposed Asset	-	-	-	0%	-	0	-	0%	0
Contributions	5,924	21,288	(15,364)	-72%	27,314	85,151	(57,837)	-68%	30,069
Total Non Operating Revenues (Expenses)	152,673	6,182	146,490	2369%	150,661	24,730	125,932	509%	4,091
Change in Net Position (Loss)	1,407,504	223,832	1,183,672	529%	2,354,431	895,327	1,459,104	163%	(692,776)

STATISTIC DESCRIPTION

STATISTIC DESCRIPTION	APRIL 2019						APRIL 2018			
	MO	MO	%	YTD	YTD	%	MO	%	YTD	%
	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE	ACTUAL	VARIANCE	ACTUAL	VARIANCE
FTEs - TOTAL (AVG)	572.59	615.68	7%	564.63	615.68	8%	544.21	-5%	544.66	-4%
FTEs - PRODUCTIVE (AVG)	525.18	553.64	5%	503.32	553.64	9%	490.45	-7%	494.88	-2%
ADJUSTED PATIENT DAYS	2,563	2,198	17%	9,141	8,792	4%	2,119	21%	8,402	9%
ICU PATIENT DAYS (IP + OBSERVATION, MIDNIGHT CENSUS)	88	83	6%	343	333	3%	64	38%	343	0%
ACU PATIENT DAYS (IP + OBSERVATION, MIDNIGHT CENSUS)	381	338	13%	1,378	1,353	2%	306	25%	1,423	-3%
SWING IP PATIENT DAYS (MIDNIGHT CENSUS)	9	8	13%	64	32	100%	2	350%	34	47%
PATIENT DAYS (ACU, ICU, SWING), INCLUDES OBSERVATION	478	429	11%	1,785	1,718	4%	372	28%	1,800	-1%
BIRTHS	7	10	-30%	33	41	-20%	12	-42%	40	-21%
SURGERY CASES (IN OR)	118	105	12%	424	422	0%	84	40%	380	10%
SURGERY MINUTES (IN OR)	15,422	14,158	9%	55,674	56,633	-2%	10,837	42%	49,993	10%
SPECIAL PROCEDURE CASES	72	75	-4%	257	300	-14%	62	16%	262	-2%
LAB BILLABLE TESTS	18,695	18,343	2%	74,462	73,370	1%	17,514	7%	73,147	2%
BLOOD BANK UNITS MATCHED	48	58	-17%	191	232	-18%	44	9%	205	-7%
MRIs COMPLETED	201	163	23%	715	653	9%	134	50%	594	17%
CT SCANS COMPLETED	512	403	27%	1,905	1,614	18%	397	29%	1,563	18%
RADIOLOGY DIAGNOSTIC TESTS	1,441	1,452	-1%	5,856	5,807	1%	1,311	10%	5,428	7%
ECHOs COMPLETED	131	133	-2%	504	534	-6%	99	32%	429	15%
ULTRASOUNDS COMPLETED	314	317	-1%	1,238	1,266	-2%	285	10%	1,202	3%
MAMMOGRAPHS COMPLETED	196	241	-19%	880	965	-9%	225	-13%	926	-5%
NUCLEAR MEDICINE TESTS	36	56	-36%	151	226	-33%	28	29%	104	31%
TOTAL DIAGNOSTIC IMAGING TESTS	2,831	2,765	2%	11,249	11,065	2%	2,479	14%	10,246	9%
PHARMACY MEDS DISPENSED	21,900	24,177	-9%	88,937	96,707	-8%	20,794	5%	93,908	-6%
ANTI COAG VISITS	409	531	-23%	1,543	2,124	-27%	389	5%	1,674	-8%
RESPIRATORY THERAPY PROCEDURES	3,882	3,355	16%	15,259	13,420	14%	2,686	45%	13,589	11%
PULMONARY REHAB RVUs	228	263	-13%	806	1,053	-23%	270	-16%	1,063	-32%
PHYSICAL THERAPY RVUs	7,457	7,315	2%	28,297	29,261	-3%	5,217	43%	26,964	5%
OCCUPATIONAL THERAPY RVUs	991	1,278	-22%	4,097	5,113	-20%	999	-1%	5,146	-26%
SPEECH THERAPY RVUs	216	213	1%	815	853	-4%	209	3%	830	-2%
REHAB/PT/OT/ST RVUs	8,892	9,069	-2%	34,015	36,280	-6%	6,695	33%	34,003	0%
ER CENSUS	1,042	1,054	-1%	4,070	4,217	-3%	997	5%	4,141	-2%
EXPRESS CLINIC	757	649	17%	2,989	2,597	15%	-	0%	-	100%
SOCO PATIENT VISITS	126	189	-33%	515	756	-32%	196	-36%	685	-33%
PORT LUDLOW PATIENT VISITS	704	699	1%	2,875	2,795	3%	570	24%	2,228	23%
SHERIDAN PATIENT VISITS	2,734	2,721	0%	10,666	10,882	-2%	2,549	7%	10,579	1%
WATERSHIP CLINIC PATIENT VISITS	1,050	1,068	-2%	4,315	4,274	1%	947	11%	4,045	6%
TOWNSEND PATIENT VISITS	614	610	1%	2,178	2,439	-11%	452	36%	2,803	-29%
TOTAL RURAL HEALTH CLINIC VISITS	5,985	5,936	1%	23,538	23,743	-1%	4,714	27%	20,340	14%
CARDIOLOGY CLINIC VISITS	333	275	21%	1,161	1,101	5%	227	47%	988	15%
DERMATOLOGY CLINIC VISITS	596	542	10%	1,937	2,170	-11%	316	89%	1,335	31%
GEN SURG PATIENT VISITS	388	312	24%	1,321	1,248	6%	310	25%	1,242	6%
INFUSION CENTER VISITS	762	633	20%	2,665	2,532	5%	481	58%	2,079	22%
ONCOLOGY VISITS	393	493	-20%	1,520	1,973	-23%	302	30%	1,315	13%
ORTHO PATIENT VISITS	572	618	-7%	2,324	2,472	-6%	552	4%	2,178	6%
SLEEP CLINIC VISITS	102	191	-47%	497	764	-35%	199	-49%	720	-45%
SURGERY CENTER ENDOSCOPIES	81	68	19%	282	271	4%	76	7%	292	-4%
WOMENS CLINIC VISITS	234	226	4%	859	902	-5%	227	3%	916	-7%
WOUND CLINIC VISITS	258	283	-9%	1,083	1,132	-4%	293	-12%	1,061	2%
TOTAL SPECIALTY CLINIC VISITS	3,719	3,641	2%	13,649	14,565	-6%	2,983	25%	12,126	11%
SLEEP CENTER SLEEP STUDIES	78	72	8%	236	289	-18%	70	11%	270	-14%
HOME HEALTH EPISODES	80	67	19%	290	269	8%	58	38%	257	11%
HOSPICE CENSUS/DAYS	825	1,116	-26%	3,359	4,465	-25%	955	-14%	4,127	-23%
CARDIAC REHAB SESSIONS	-	118	-100%	-	472	-100%	68	-100%	546	0%
DIETARY TOTAL REVENUE	78,798	92,731	-15%	302,437	370,926	-18%	79,374	-1%	304,416	-1%
MAT MGMT TOTAL ORDERS PROCESSED	2,061	2,014	2%	8,195	8,055	2%	2,453	-16%	10,062	-23%
EXERCISE FOR HEALTH PARTICIPANTS	879	838	5%	3,200	3,353	-5%	806	9%	3,224	-1%

NOTE: Total Surgery Minutes Budget and Actual Calculations have changed this month and retroactively to exclude all surgeries not performed in the OR.

**JEFFERSON HEALTHCARE
834 SHERIDAN AVENUE
PORT TOWNSEND, WA 98368**

**TO: BOARD OF COMMISSIONERS
FROM: HILARY WHITTINGTON, CAO/CFO
RE: APRIL 2019 WARRANT SUMMARY**

The following items need to be approved at the next commission meeting:

General Fund Warrants & ACH Transfers	\$9,730,403.95	(Provided under separate cover)
Allowance for Uncollectible Accounts / Charity	\$435,176.89	(Attached)
Canceled Warrants	\$0.00	(Attached)

**JEFFERSON HEALTHCARE
834 SHERIDAN AVENUE
PORT TOWNSEND, WA 98368**

**TO: BOARD OF COMMISSIONERS
FROM: HILARY WHITTINGTON, CAO/CFO
RE: APRIL 2019 GENERAL FUND WARRANTS & ACH
FUND TRANSFERS**

Submitted for your approval are the following warrants:

GENERAL FUND:

253906 - 254777	\$4,772,208.81
ACH TRANSFERS	\$4,958,195.14
	<u>\$9,730,403.95</u>
YEAR-TO-DATE:	<u><u>\$40,165,687.70</u></u>

Warrants are available for review if requested.

JEFFERSON HEALTHCARE
834 SHERIDAN AVENUE
PORT TOWNSEND, WA 98368

TO: BOARD OF COMMISSIONERS
FROM: HILARY WHITTINGTON, CAO/CFO
RE: APRIL 2019 ALLOWANCE FOR UNCOLLECTIBLE ACCOUNTS, ADMINISTRATIVE, AND CHARITY CARE WRITE OFFS

Submitted for your approval are the following:

	APRIL	APRIL YTD	APRIL YTD BUDGET
Allowance for Uncollectible Accounts:	\$68,711.48	\$1,402,959.61	\$1,064,393.34
Charity Care:	\$247,525.75	\$755,418.73	\$937,136.91
Other Administrative Adjustments:	\$118,939.66	\$388,808.49	\$364,475.25
TOTAL FOR MONTH:	\$435,176.89	\$2,547,186.83	\$2,366,005.50

JEFFERSON HEALTHCARE
834 SHERIDAN AVENUE
PORT TOWNSEND, WA 98368

TO: BOARD OF COMMISSIONERS
FROM: HILARY WHITTINGTON, CAO/CFO
RE: APRIL 2019 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.

DATE	WARRANT	AMOUNT
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TOTAL:		<u>\$ -</u>
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JEFFERSON COUNTY PUBLIC HOSPITAL DISTRICT NO. 2

RESOLUTION 2019-07

A RESOLUTION TO DECLARE CERTAIN EQUIPMENT SURPLUS TO THE NEEDS OF JEFFERSON COUNTY PUBLIC HOSPITAL DISTRICT NO. 2 AND TO AUTHORIZE THE DISPOSAL OF SAID EQUIPMENT

WHEREAS the item(s) of equipment enumerated below are obsolete and otherwise surplus to the District, and;

WHEREAS said equipment now represents an unnecessary cost to the District to retain and store it, NOW, THEREFORE, BE IT RESOLVED THAT:

- 1) The following equipment be declared surplus to the needs of Jefferson County Public Hospital District No. 2 and will be disposed of in compliance with state law:

Description	Asset #	Serial #	Model #
Hillram Stretcher	695-856	881-65B21-M	GPS
Stryker Stretcher	N/A	0092051948	927
Stryker 3002 S3 Bed	N/A	090715419	3002 S3
Stryker Patient Bed	N/A	140715843	3002 S3

APPROVED this 22nd day of May, 2019.

APPROVED BY THE COMMISSION:

Commission Chair Jill Buhler Rienstra: _____

Commission Secretary Marie Dressler: _____

Attest:

Commissioner Bruce McComas: _____

Commissioner Kees Kolff: _____

Commissioner Matt Ready: _____

FROM: Barbara York – Medical Staff Services
RE: 4/23/2019 Medical Executive Committee appointments/reappointments and annual policy review recommendations for Board approval 05/22/2019

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/locum tenens staff: None

Recommended re-appointment to the active medical staff with privileges as requested:

1. Kuznetsov, Dimitri MD – Urology

Recommended re-appointment to the courtesy medical staff with privileges as requested:

1. Chatterley, Scott, MD – Clinical/Anatomical Pathology
2. Masangkay, Alfonso MD – Clinical/Anatomical Pathology
3. Prow, Harold, MD – Tele-Radiology

Recommended re-appointment to the allied health staff with privileges as requested:

1. Tinley, Colum, CRNA – Nurse Anesthetist

Medical Student Rotation:

90 day provisional performance review completed successfully:

1. Doyle, Christine ARNP

**Resolution 2019-08
INTERLOCAL AGREEMENT
FOR EXPANSION OF SUMMER MEALS PROGRAM**

This Interlocal Agreement (the “Agreement”) is made and entered into by and between Jefferson County Public Hospital District No. 2 d/b/a Jefferson Healthcare, a Washington municipal corporation (the “District”), and Quilcene School District No. 48, a Washington municipal corporation (“QSD”), (collectively, the “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, it is in the mutual interest of the citizens of the Parties’ respective jurisdictions that the Parties cooperate to promote population health and wellness by expanding access to summer meals serving school-aged children living in the area of Quilcene, Jefferson County, Washington, which area is served by both of the Parties; and

WHEREAS, QSD currently operates a program to deliver summer meals to area school-aged children; and

WHEREAS, the District desires to contribute financial support for the limited purpose of enabling QSD to expand delivery of summer meals to area school-aged children;

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

1. Purpose. The purpose of this Agreement is to comply with Chapter 39.34 RCW and to authorize the Parties to cooperate to expand delivery of summer meals to school-aged children living in the area of Quilcene, Jefferson County, Washington.

2. Term. This Agreement shall commence on _____, 2019 (the “Commencement Date”) and shall remain in effect for one (3) years or until terminated by either Party pursuant to Paragraph 7.

3. Manner of Financial Support.

a. The District will provide to QSD a total amount not to exceed two thousand five hundred dollars (\$2,500) per twelve-month period beginning with the Commencement Date, to be

paid in a single lump sum no later than thirty (30) days following the execution of this Agreement. Such funds will be used solely for the specific purpose stated in this Agreement.

b. QSD shall be solely and fully responsible for owning, operating, managing, hiring, staffing, insuring, setting policies and procedures for, and complying with all applicable federal, state and local laws and regulations related to, the summer meals and programming. The District shall have no responsibility or authority at any time to direct or control the provision of any services by QSD or its employees, contractors or agents.

c. Other than the financial contribution described in Paragraph 3.a., the District shall have no obligation or liability whatsoever related to the summer meals and programming.

4. No Separate Legal Entity or Relationship. This Agreement shall not be construed to create or authorize any separate legal entity or joint venture of any kind to conduct the undertakings in this Agreement. The Parties hereto are and shall remain independent of each other.

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 Agreement becoming effective.

6. Risk Allocation, Including Hold Harmless and Indemnity.

a. QSD shall indemnify, defend and hold harmless the District, its commissioners, officers, agents, and employees from and against any and all claims, lawsuits, demands for money damages, losses, expenses, or liability, or any portion thereof, including attorney's fees and costs, arising out of or related to QSD's performance or failure to perform its responsibilities under this Agreement, including from any injury to any person or persons (including death or injury to any person or entity or damage to property) if said injury is alleged or proven to have been caused in whole or in part by the negligent or willful acts or omissions of QSD or its employees, officers, agents, representatives and/or affiliates.

b. Neither Party assumes responsibility to any other party for the consequences of any act or omission of any person or entity not a Party to this Agreement.

c. QSD shall obtain and keep in force at all times during the Term of this Agreement, and as otherwise required:

- i. Commercial Automobile Liability insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of QSD's duties and responsibilities under this Agreement, for a combined single limit of not less than \$300,000 each occurrence; and
- ii. General Liability insurance covering the summer meals program and applicable staff that provides not less than \$2,000,000 per incident, \$4,000,000 aggregate; and

iii. Participation in the Worker's Compensation and Employer's Liability Insurance program as required by the State of Washington.

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

7. Termination. This Agreement may be terminated at any time by either Party for any reason, with or without cause, upon thirty (30) days' advance notice. Notice under this paragraph must be in writing to be effective.

8. Compliance with Laws. Each Party accepts responsibility for its own compliance with federal, state, or local laws and regulations.

9. Governing Law. This Agreement shall be governed by and construed according to the laws of the state of Washington. Venue for any dispute related to this Agreement shall be in Jefferson County, Washington.

10. Administrators. The administrators of this Agreement are:

a. QSD:

Frank Redmon
Superintendent
Quilcene School District No. 48
294715 US Highway 101
PO Box 40
Quilcene, WA 98376
Phone: (360) 765-3363

b. District:

Mike Glenn
Chief Executive Officer
Jefferson Healthcare
834 Sheridan Street
Port Townsend, WA 98368
Phone: (360) 385-2200

11. Section Headings. The headings of the sections of this 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 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. 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 by 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.

13. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.

14. No Assignment, Sale or Transfer. No Party may sell, transfer, or assign any rights or benefits under this Agreement without the written approval of all the Parties.

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

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

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

18. Arms-Length Negotiations. The Parties agree that this Agreement has been negotiated at arms-length, with opportunity for assistance and advice of competent, independent legal counsel.

19. Entire Agreement. The Parties agree that:

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

DISTRICT

Jill Buhler-Reinstra, Chair, Board of Commissioners

Date

Mike Glenn, Chief Executive Officer

Date

QUILCENE SCHOOL DISTRICT NO. 48

Paul Mahan, Chair, School Board

Date

Frank Redmon, Superintendent

Date

***SIGNATURE PAGE TO INTERLOCAL AGREEMENT
FOR EXPANSION OF SUMMER MEALS***

Resolution 2019-09
INTERLOCAL AGREEMENT
FOR EXPANSION OF SUMMER MEALS AND PROGRAMMING

This Interlocal Agreement (the “Agreement”) is made and entered into by and between Jefferson County Public Hospital District No. 2 d/b/a Jefferson Healthcare, a Washington municipal corporation (the “District”), and Brinnon School District No. 46, a Washington municipal corporation (“BSD”), (collectively, the “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, it is in the mutual interest of the citizens of the Parties’ respective jurisdictions that the Parties cooperate to promote population health and wellness by expanding access to summer meals and educational programming serving school-aged children living in the area of Brinnon, Jefferson County, Washington, which area is served by both of the Parties; and

WHEREAS, BSD currently operates a program to deliver summer meals and educational programming to area school-aged children; and

WHEREAS, the District desires to contribute financial support for the limited purpose of enabling BSD to expand delivery of summer meals and educational programming from its current five weeks to eight weeks;

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

1. Purpose. The purpose of this Agreement is to comply with Chapter 39.34 RCW and to authorize the Parties to cooperate to expand delivery of summer meals and educational programming to school-aged children living in the area of Brinnon, Jefferson County, Washington.

2. Term. This Agreement shall commence on _____, 2019 (the “Commencement Date”) and shall remain in effect for one (3) years or until terminated by either Party pursuant to Paragraph 7.

3. Manner of Financial Support.

a. The District will provide to BSD a total amount not to exceed nine thousand eight hundred dollars (\$9,800) per twelve-month period beginning with the Commencement Date, to be

paid in a single lump sum no later than thirty (30) days following the execution of this Agreement. Such funds will be used solely for the specific purpose stated in this Agreement.

b. BSD shall be solely and fully responsible for owning, operating, managing, hiring, staffing, insuring, setting policies and procedures for, and complying with all applicable federal, state and local laws and regulations related to, the summer meals and programming. The District shall have no responsibility or authority at any time to direct or control the provision of any services by BSD or its employees, contractors or agents.

c. Other than the financial contribution described in Paragraph 3.a., the District shall have no obligation or liability whatsoever related to the summer meals and programming.

4. No Separate Legal Entity or Relationship. This Agreement shall not be construed to create or authorize any separate legal entity or joint venture of any kind to conduct the undertakings in this Agreement. The Parties hereto are and shall remain independent of each other.

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 Agreement becoming effective.

6. Risk Allocation, Including Hold Harmless and Indemnity.

a. BSD shall indemnify, defend and hold harmless the District, its commissioners, officers, agents, and employees from and against any and all claims, lawsuits, demands for money damages, losses, expenses, or liability, or any portion thereof, including attorney's fees and costs, arising out of or related to BSD's performance or failure to perform its responsibilities under this Agreement, including from any injury to any person or persons (including death or injury to any person or entity or damage to property) if said injury is alleged or proven to have been caused in whole or in part by the negligent or willful acts or omissions of BSD or its employees, officers, agents, representatives and/or affiliates.

b. Neither Party assumes responsibility to any other party for the consequences of any act or omission of any person or entity not a Party to this Agreement.

c. BSD shall obtain and keep in force at all times during the Term of this Agreement, and as otherwise required:

- i. Commercial Automobile Liability insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of BSD's duties and responsibilities under this Agreement, for a combined single limit of not less than \$300,000 each occurrence; and
- ii. General Liability insurance covering the summer meals and programming and applicable staff that provides not less than \$2,000,000 per incident, \$4,000,000 aggregate; and

iii. Participation in the Worker's Compensation and Employer's Liability Insurance program as required by the State of Washington.

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

7. Termination. This Agreement may be terminated at any time by either Party for any reason, with or without cause, upon thirty (30) days' advance notice. Notice under this paragraph must be in writing to be effective.

8. Compliance with Laws. Each Party accepts responsibility for its own compliance with federal, state, or local laws and regulations.

9. Governing Law. This Agreement shall be governed by and construed according to the laws of the state of Washington. Venue for any dispute related to this Agreement shall be in Jefferson County, Washington.

10. Administrators. The administrators of this Agreement are:

a. BSD:

Patricia Beathard
Superintendent
Brinnon School District No. 46
46 Schoolhouse Rd
Brinnon, WA 98320
Phone: (360) 796-4646

b. District:

Mike Glenn
Chief Executive Officer
Jefferson Healthcare
834 Sheridan Street
Port Townsend, WA 98368
Phone: (360) 385-2200

11. Section Headings. The headings of the sections of this 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 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. 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 by 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.

13. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.

14. No Assignment, Sale or Transfer. No Party may sell, transfer, or assign any rights or benefits under this Agreement without the written approval of all the Parties.

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

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

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

18. Arms-Length Negotiations. The Parties agree that this Agreement has been negotiated at arms-length, with opportunity for assistance and advice of competent, independent legal counsel.

19. Entire Agreement. The Parties agree that:

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

DISTRICT

Jill Buhler-Reinstra, Chair, Board of Commissioners

Date

Mike Glenn, Chief Executive Officer

Date

BRINNON SCHOOL DISTRICT NO. 46

Bill Barnet, Chair, School Board

Date

Patricia Beathard, Superintendent

Date

***SIGNATURE PAGE TO INTERLOCAL AGREEMENT
FOR EXPANSION OF SUMMER MEALS AND PROGRAMMING***