

COVID-19 Notice

No in-person attendance allowed, pursuant to Governor Inslee's Proclamation 20-28.

All meeting attendees, including Board of Commissioners, staff and members of the public must participate virtually. No physical meeting location will be provided.

**To attend the meeting, dial Phone Conference Line: (509) 598-2842
When prompted, enter Conference ID number: 197938556**

Regular Session Agenda
Wednesday, July 22, 2020

<u>Call to Order:</u>	2:30
<u>Approve Agenda:</u>	2:30
<u>Education Topic:</u>	2:31
<ul style="list-style-type: none"> Jefferson Healthcare's Equity Initiative Discussion 	
<u>Break:</u>	3:15
<u>Patient Story:</u> Tina Toner, CNO	3:30
<u>Minutes:</u>	3:40
<ul style="list-style-type: none"> June 24 Regular Session Minutes (pg. 2-5) 	
<u>Required Approvals:</u> Action Requested	3:42
<ul style="list-style-type: none"> June Warrants and Adjustment (pg. 6-11) Resolution 2020-05 Surplus Equipment (pg. 12) Resolution 2020-06 Cancel Warrants (pg. 13) Medical Staff Credentials/ Appointments/ Reappointments (pg. 14-21) Emergency CEO Succession Policy (no changes) (pg. 22) Resolution 2020-07 Interagency Agreement for Telehealth Case Consultations (pg. 23-30) 	
<u>Sexual Assault Nurse Examiner Annual Report:</u>	3:45
<ul style="list-style-type: none"> Dr. Molly Parker, Medical Director, Population Health Katie-Rose Fischer-Price, RN, SANE Program Coordinator 	
<u>Financial Report:</u> Hilary Whittington, CAO/CFO	4:05
<u>Quality Report:</u> Brandie Manuel, Chief Pt Safety and Quality Officer	4:20
<u>Administrative Report:</u> Mike Glenn, CEO	4:35
<u>Chief Medical Officer Report:</u> Dr. Joseph Mattern, MD, CMO	4:50
<u>Board Business:</u>	5:05
<u>Meeting Evaluation:</u>	5:10
<u>Conclude:</u>	5:15

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

No Live Public Comment

In lieu of live comments, members of the public may 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.

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Jefferson County Public Hospital District No.2
Board of Commissioners, Regular Session Minutes
Wednesday, June 24, 2020

Call to Order:

The meeting was called to order at 2:30pm by Board Chair Buhler Rienstra. Present by phone were Commissioners Dressler, Ready, and Kolff. Commissioner McComas was excused. Also, in attendance by phone were Mike Glenn, CEO, Hilary Whittington, Chief Administrative Officer/Chief Financial Officer, Jon French, Chief Legal Officer, Brandie Manuel, Chief Patient Safety and Quality Officer, Caitlin Harrison, Chief Human Resources Officer, Tina Toner, Chief Nursing Officer, Dr. Joseph Mattern, Chief Medical officer, Jenn Wharton, Chief Ambulatory and Medical Group Officer, and Alyssa Rodrigues, Administrative Assistant were also in attendance. This meeting was officially audio recorded by Jefferson Healthcare.

Approve Agenda:

Commissioner Dressler made a motion to approve the agenda with the addition of a systemic racism discussion after the administrative report. Commissioner Kolff seconded.

Action: Motion passed unanimously.

Education Topic:

- Independent Auditors Report,
 - Tom Dingus, CPA, Dingus, Zarecor & Associates, PLLC

Tom Dingus, CPA, Dingus, Zarecor & Associates, presented the 2019 Independent Auditors Report.

Discussion ensued.

Break:

The Commissioners recessed for break at 3:08pm.

The Commissioners reconvened from break at 3:30pm.

Employee, Team, Provider of the Quarter:

Mike Glenn, CEO, and Caitlin Harrison, CHRO, presented the Q1 Employee of the Quarter, Erin Wallner, Q1 Team of the Quarter, ACU RN's and CNA's, Q1 Provider of the Quarter, Marci Wildeman, ARNP, Q2 Employee of the Quarter, Jim Wadkins, Q2 Team of the Quarter, Townsend Clinic and Q2 Provider of the Quarter, Anne Koomen, ARNP.

Minutes:

- May 27 Special Session

Commissioner Dressler made a motion to approve the May 27 Special Session Minutes. Commissioner Ready seconded.

Action: Motion passed unanimously.

Required Approvals: Action Requested

- May Warrants and Adjustments
- Medical Staff Credentials/Appointments/Reappointments

Commissioner Dressler made a motion to approve the May Warrants and Adjustments and Medical Staff Credentials/ Appointments/ Reappointments. Commissioner Kolff seconded.

Action: Motion passed unanimously.

Population Health Update:

- Dunia Faulx, Director, Care Transformation and Population Health
- Dr. Molly Parker, Medical Director, Population Health

Dunia Faulx, Director, Care Transformation and Population Health, Dr. Parker, Medical Director, Population Health and Tina Herschelman provided a Population Health Update.

Discussion ensued.

Financial Report:

Hilary Whittington, CFO, presented the May Financial Report.

Discussion ensued.

Quality Report:

Brandie Manuel, Chief Pt Safety and Quality Officer, presented the May Quality Report.

Discussion ensued.

Administrative Report

Mike Glenn, CEO, presented the Administrative report.

Discussion ensued.

Systemic Racism Discussion:

Commissioners discussed Systemic Racism.

Commissioner Kolff suggested having an educational component at the next board meeting followed by a discussion to collaboratively and collectively craft a statement of support for ending racial disparities and addressing systemic racism.

Discussion ensued.

Commissioner Kolff and Commissioner McComas will work together to create a statement or resolution to present at the July 22 board meeting.

Discussion ensued.

Chief Medical Officer Report:

Dr. Joseph Mattern, CMO, presented the CMO report which included updated on health and racial disparities, video for testing program, risks for families of healthcare members, physician recruitment, staff structure, Greeley and provider engagement.

Board Business:

Commissioner Dressler reported on her medical staff credentialing board role.

Commissioner Kolff reported on the board of health activities which included, voting unanimously to support phase 3 recommendation by Dr. Locke and mandate for non-face mask use.

Discussion ensued.

Meeting Evaluation:

Commissioners evaluated the meeting.

Conclude:

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

Action: Motion passed unanimously.

Meeting concluded at 5:35pm.

Approved by the Commission:

Chair of Commission: Jill Buhler Rienstra _____

Secretary of Commission: Marie Dressler _____

DRAFT

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)

	June 2020 Actual	June 2020 Budget	Variance Favorable/ (Unfavorable)	%	June 2020 YTD	June 2020 Budget YTD	Variance Favorable/ (Unfavorable)	%	June 2019 YTD
Gross Revenue									
Inpatient Revenue	3,456,188	4,192,779	(736,592)	-18%	17,826,309	25,436,185	(7,609,876)	-30%	23,094,534
Outpatient Revenue	19,782,450	19,173,181	609,269	3%	99,153,998	116,317,256	(17,163,258)	-15%	104,391,719
Total Gross Revenue	23,238,637	23,365,960	(127,323)	-1%	116,980,308	141,753,441	(24,773,134)	-17%	127,486,253
Revenue Adjustments									
Cost Adjustment Medicaid	1,782,415	2,149,977	367,562	17%	9,820,524	13,043,192	3,222,667	25%	11,589,167
Cost Adjustment Medicare	8,214,973	7,986,238	(228,735)	-3%	43,114,228	48,449,827	5,335,599	11%	44,568,414
Charity Care	300,439	225,983	(74,456)	-33%	1,400,911	1,370,963	(29,948)	-2%	1,232,823
Contractual Allowances Other	2,059,629	1,822,756	(236,873)	-13%	11,192,506	11,058,049	(134,458)	-1%	9,951,773
Administrative Adjustments	43,028	106,690	63,661	60%	176,702	647,249	470,548	73%	572,212
Allowance for Uncollectible Accounts	291,222	426,892	135,669	32%	1,228,406	2,589,809	1,361,403	53%	2,443,509
Total Revenue Adjustments	12,691,707	12,718,536	26,829	0%	66,933,277	77,159,088	10,225,812	13%	70,357,898
Net Patient Service Revenue	10,546,931	10,647,425	(100,494)	-1%	50,047,031	64,594,353	(14,547,322)	-23%	57,128,356
Other Revenue									
340B Revenue	162,889	268,410	(105,520)	-39%	1,578,674	1,628,352	(49,679)	-3%	1,804,296
Other Operating Revenue	2,022,602	294,949	1,727,653	586%	9,419,054	1,789,358	7,629,696	426%	2,267,365
Total Operating Revenues	12,732,422	11,210,784	1,521,639	14%	61,044,759	68,012,063	(6,967,304)	-10%	61,200,017
Operating Expenses									
Salaries And Wages	5,045,789	5,376,221	330,432	6%	31,804,588	32,615,728	811,140	2%	28,540,646
Employee Benefits	1,261,790	1,385,046	123,256	9%	7,635,050	8,402,607	767,557	9%	7,328,738
Professional Fees	449,902	187,980	(261,922)	-139%	1,374,843	1,140,413	(234,429)	-21%	2,690,772
Purchased Services	531,515	692,554	161,038	23%	3,744,498	4,201,490	456,992	11%	3,223,027
Supplies	1,911,330	2,042,817	131,487	6%	11,077,832	12,393,084	1,315,252	11%	10,757,120
Insurance	65,869	56,676	(9,193)	-16%	391,518	343,836	(47,683)	-14%	313,250
Leases And Rentals	25,785	14,962	(10,823)	-72%	98,527	90,768	(7,759)	-9%	768,548
Depreciation And Amortization	533,299	531,790	(1,509)	0%	3,102,029	3,226,194	124,164	4%	2,330,157
Repairs And Maintenance	41,901	104,205	62,304	60%	510,061	632,178	122,117	19%	354,085
Utilities	86,862	102,401	15,539	15%	594,919	621,230	26,310	4%	588,167
Licenses And Taxes	99,069	54,727	(44,342)	-81%	330,329	332,013	1,685	1%	340,969
Other	148,631	220,082	71,451	32%	993,294	1,335,165	341,871	26%	1,035,809
Total Operating Expenses	10,201,742	10,769,461	567,719	5%	61,657,488	65,334,706	3,677,218	6%	58,271,288
Operating Income (Loss)	2,530,680	441,322	2,089,358	473%	(612,729)	2,677,358	(3,290,087)	-123%	2,928,729
Non Operating Revenues (Expenses)									
Taxation For Maint Operations	(6,441)	22,016	(28,457)	-129%	148,244	133,566	14,678	11%	139,628
Taxation For Debt Service	14,965	18,230	(3,265)	-18%	127,399	110,592	16,806	15%	130,604
Investment Income	9,821	27,197	(17,376)	-64%	128,762	164,993	(36,232)	-22%	307,750
Interest Expense	(92,620)	(91,066)	(1,554)	-2%	(537,479)	(552,468)	14,989	3%	(485,762)
Bond Issuance Costs	-	-	-	0%	-	0	-	0%	0
Gain or (Loss) on Disposed Asset	-	-	-	0%	-	0	-	0%	0
Contributions	115	16,393	(16,279)	-99%	49,478	99,453	(49,975)	-50%	38,187
Total Non Operating Revenues (Expenses)	(74,160)	(7,230)	(66,930)	-926%	(83,597)	(43,863)	(39,734)	-91%	130,408
Change in Net Position (Loss)	2,456,520	434,092	2,022,428	466%	(696,325)	2,633,495	(3,329,820)	-126%	3,059,137

STATISTIC DESCRIPTION

STATISTIC DESCRIPTION	JUNE 2020						JUNE 2019			
	MO	MO	%	YTD	YTD	%	MO	%	YTD	%
	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE	ACTUAL	VARIANCE	ACTUAL	VARIANCE
FTEs - TOTAL (AVG)	608.49	625.21	3%	596.38	625.21	5%	572.39	-6%	567.16	-5%
FTEs - PRODUCTIVE (AVG)	543.73	559.80	3%	529.16	559.80	5%	510.97	-6%	507.58	-4%
ADJUSTED PATIENT DAYS	1,904	2,418	-21%	10,799	14,668	-26%	1,995	-5%	13,380	-19%
ICU PATIENT DAYS (IP + OBSERVATION, MIDNIGHT CENSUS)	66	81	-19%	351	494	-29%	67	-1%	483	-38%
ACU PATIENT DAYS (IP + OBSERVATION, MIDNIGHT CENSUS)	267	336	-21%	1,467	2,038	-28%	336	-21%	2,050	-40%
SWING IP PATIENT DAYS (MIDNIGHT CENSUS)	7	29	-76%	108	175	-38%	26	-73%	116	-7%
PATIENT DAYS (ACU, ICU, SWING), INCLUDES OBSERVATION	340	446	-24%	1,926	2,707	-29%	429	-21%	2,649	-38%
BIRTHS	4	10	-60%	42	60	-30%	12	-67%	57	-36%
SURGERY CASES (IN OR)	130	114	14%	591	692	-15%	116	12%	656	-11%
SURGERY MINUTES (IN OR)	16,095	15,164	6%	74,443	91,992	-19%	15,099	7%	85,872	-15%
SPECIAL PROCEDURE CASES	68	71	-4%	297	428	-31%	87	-22%	431	-45%
LAB BILLABLE TESTS	20,772	19,170	8%	98,930	116,297	-15%	19,138	9%	112,738	-14%
BLOOD BANK UNITS MATCHED	39	45	-13%	254	270	-6%	35	11%	261	-3%
MRIs COMPLETED	176	190	-7%	1,046	1,153	-9%	183	-4%	1,081	-3%
CT SCANS COMPLETED	478	499	-4%	2,501	3,028	-17%	482	-1%	2,869	-15%
RADIOLOGY DIAGNOSTIC TESTS	1,347	1,510	-11%	7,709	9,160	-16%	1,596	-16%	9,048	-17%
ECHOs COMPLETED	193	135	43%	618	816	-24%	125	54%	754	-22%
ULTRASOUNDS COMPLETED	335	326	3%	1,654	1,977	-16%	337	-1%	1,912	-16%
MAMMOGRAPHYS COMPLETED	224	303	-26%	1,093	1,840	-41%	251	-11%	1,382	-26%
NUCLEAR MEDICINE TESTS	38	41	-7%	181	247	-27%	41	-7%	233	-29%
TOTAL DIAGNOSTIC IMAGING TESTS	2,791	3,004	-7%	14,802	18,221	-19%	3,015	-7%	17,279	-17%
PHARMACY MEDS DISPENSED	19,375	21,772	-11%	106,971	132,082	-19%	23,250	-17%	135,437	-27%
ANTI COAG VISITS	383	377	2%	2,106	2,290	-8%	389	-2%	2,321	-10%
RESPIRATORY THERAPY PROCEDURES	2,486	3,835	-35%	14,923	23,265	-36%	3,694	-33%	22,647	-52%
PULMONARY REHAB RVUs	52	212	-75%	743	1,289	-42%	204	-75%	1,214	-63%
PHYSICAL THERAPY RVUs	6,252	7,406	-16%	33,925	44,931	-24%	8,048	-22%	44,671	-32%
OCCUPATIONAL THERAPY RVUs	1,046	1,072	-2%	5,913	6,502	-9%	1,159	-10%	6,430	-9%
SPEECH THERAPY RVUs	183	205	-11%	1,141	1,242	-8%	213	-14%	1,259	-10%
REHAB/PT/OT/ST RVUs	7,533	8,895	-15%	41,722	53,964	-23%	9,624	-22%	53,574	-28%
ER CENSUS	834	1,061	-21%	5,195	6,435	-19%	1,152	-28%	6,336	-22%
EXPRESS CLINIC	481	942	-49%	3,610	5,717	-37%	843	-43%	4,661	-29%
SOCO PATIENT VISITS	198	150	32%	825	911	-9%	149	33%	813	1%
PORT LUDLOW PATIENT VISITS	574	712	-19%	3,093	4,320	-28%	645	-11%	4,165	-35%
SHERIDAN PATIENT VISITS	2,305	2,626	-12%	12,181	15,933	-24%	2,894	-20%	16,454	-35%
DENTAL CLINIC	222	329	-33%	1,267	1,995	-36%	-	0%	-	100%
WATERSHIP CLINIC PATIENT VISITS	947	1,064	-11%	5,146	6,453	-20%	973	-3%	6,261	-22%
TOWNSEND PATIENT VISITS	541	572	-5%	3,063	3,467	-12%	658	-18%	3,494	-14%
TOTAL RURAL HEALTH CLINIC VISITS	5,268	6,395	-18%	29,185	38,796	-25%	6,162	-15%	35,848	-23%
OFF-SITE LAB	760	-	0%	1,533	-	0%	-	0%	-	100%
DISASTER CLINIC	342	-	0%	1,039	-	0%	-	0%	-	100%
CARDIOLOGY CLINIC VISITS	399	353	13%	1,779	2,144	-17%	221	81%	1,603	10%
DERMATOLOGY CLINIC VISITS	727	497	46%	3,208	3,017	6%	496	47%	2,870	11%
GEN SURG PATIENT VISITS	345	300	15%	1,254	1,822	-31%	374	-8%	2,069	-65%
ONCOLOGY VISITS	562	529	6%	2,908	3,211	-9%	497	13%	2,514	14%
ORTHO PATIENT VISITS	706	715	-1%	3,652	4,338	-16%	677	4%	3,678	-1%
SLEEP CLINIC VISITS	157	236	-33%	914	1,432	-36%	110	43%	717	22%
UROLOGY VISITS	216	247	-13%	941	1,497	-37%	207	4%	1,389	-48%
WOMENS CLINIC VISITS	126	226	-44%	768	1,371	-44%	210	-40%	1,279	-67%
WOUND CLINIC VISITS	235	345	-32%	1,248	2,092	-40%	297	-21%	1,677	-34%
TOTAL SPECIALTY CLINIC VISITS	4,575	3,448	33%	19,244	20,924	-8%	3,089	48%	17,796	8%
SLEEP CENTER SLEEP STUDIES	56	69	-19%	262	419	-37%	54	4%	344	-31%
INFUSION CENTER VISITS	741	828	-11%	4,104	5,021	-18%	787	-6%	4,239	-3%
SURGERY CENTER ENDOSCOPIES	86	76	13%	312	464	-33%	78	10%	438	-40%
HOME HEALTH EPISODES	56	82	-32%	301	497	-39%	94	-40%	478	-59%
HOSPICE CENSUS/DAYS	1,251	984	27%	6,273	5,972	5%	970	29%	5,299	16%
CARDIAC REHAB SESSIONS	4	164	-98%	412	997	-59%	-	0%	-	100%
DIETARY TOTAL REVENUE	55,125	93,634	-41%	391,764	568,044	-31%	77,193	-29%	456,824	-17%
MAT MGMT TOTAL ORDERS PROCESSED	2,005	2,300	-13%	11,574	13,952	-17%	2,385	-16%	12,965	-12%
EXERCISE FOR HEALTH PARTICIPANTS	-	771	-100%	1,240	4,676	-73%	890	-100%	4,980	-302%

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

**TO: BOARD OF COMMISSIONERS
FROM: HILARY WHITTINGTON, CAO/CFO
RE: JUNE 2020 WARRANT SUMMARY**

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

General Fund Warrants & ACH Transfers	\$13,943,494.22	(Provided under separate cover)
Allowance for Uncollectible Accounts / Charity	\$634,690.02	(Attached)
Canceled Warrants	\$96.80	(Attached)

JEFFERSON HEALTHCARE
834 SHERIDAN AVENUE
PORT TOWNSEND, WA 98368

TO: BOARD OF COMMISSIONERS
FROM: HILARY WHITTINGTON, CAO/CFO
RE: JUNE 2020 GENERAL FUND WARRANTS & ACH
FUND TRANSFERS

Submitted for your approval are the following warrants:

GENERAL FUND:

265676	266491	\$4,003,234.89
ACH TRANSFERS		<u>\$9,940,259.33</u>
		<u>\$13,943,494.22</u>
YEAR-TO-DATE:		<u><u>\$109,455,868.32</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: JUNE 2020 ALLOWANCE FOR UNCOLLECTIBLE ACCOUNTS, ADMINISTRATIVE, AND CHARITY CARE WRITE OFFS

Submitted for your approval are the following:

	JUN	JUN YTD	JUN YTD BUDGET
Allowance for Uncollectible Accounts:	291,222.34	1,228,405.53	2,589,808.80
Charity Care:	300,439.33	1,400,910.88	1,370,963.29
Other Administrative Adjustments:	43,028.35	176,701.68	647,249.45
	<hr/>		
TOTAL FOR MONTH:	\$634,690.02	\$2,806,018.09	\$4,608,021.54
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JEFFERSON HEALTHCARE
834 SHERIDAN AVENUE
PORT TOWNSEND, WA 98368

TO: BOARD OF COMMISSIONERS
FROM: HILARY WHITTINGTON, CAO/CFO
RE: JUNE 2020 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
6/13/2019	255906	\$ 96.80

TOTAL:	<u>\$ 96.80</u>
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JEFFERSON COUNTY PUBLIC HOSPITAL DISTRICT NO. 2

RESOLUTION 2020-05

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 #
Landice Treadmill	09-00137	L9-06447	L9 Landice Treadmill

APPROVED this 22nd day of July 2020.

APPROVED BY THE COMMISSION:

Commission Chair Jill Buhler Rienstra: _____

Commission Secretary Marie Dressler: _____

Attest:

Commissioner Bruce McComas: _____

Commissioner Kees Kolff: _____

Commissioner Matt Ready: _____

JEFFERSON COUNTY PUBLIC HOSPITAL DISTRICT NO. 2

RESOLUTION 2020-06

A RESOLUTION CANCELING CERTAIN WARRANTS IN
THE AMOUNT OF \$96.80

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 \$100.00 be canceled.

Date of Issue	Warrant #	Amount
06/13/2019	255906	96.80
Total		96.80

APPROVED this 22nd day of July, 2020.

APPROVED BY THE COMMISSION:

Commission Chair Jill Buhler Rienstra: _____

Commission Secretary Marie Dressler: _____

Attest:

Commissioner Matt Ready: _____

Commissioner Kees Kolff: _____

Commissioner Bruce McComas: _____

Recommended provisional appointment to the active/courtesy/allied health/locum tenens staff:

1. Alexander Pratt, MD – Hospitalist
2. Christopher Manik, MD – Internal Medicine
3. Elizabeth Walz, MD – Teleneurology
4. Madeline Nguyen, MD - Teleneurology

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

1. Karen Forbes, MD – IM - Cardiac Stress
2. Renee Schroetlin, MD – Emergency
3. Steven Moll, DO – Family Medicine

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

1. Leila Bender, MD - Teleradiology
2. Robert Brezak, MD – Diagnostic Radiology
3. Brendan McCullough, MD - Teleradiology
4. Samantha Lancaster, MD - Teleradiology
5. Peter Thurlow, MD – Teleradiology
6. Valerie McWhorter – NW Pathology
7. Tarvinder Singh, MD - Teleneurology
8. Eric Prince, MD - Teleneurology
9. Tomoka Sampson, MD – Teleneurology
10. Christopher Fanale, MD - Teleneurology

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

1. Wes (Charles) Schott, ARNP – Internal Medicine
2. Todd Erickson, CRNA – Anesthesiology

Medical Student Rotation:

1. Jenny Jensen – already approved, here until July 24, 2020

90-day provisional performance review completed successfully:

1. Jenna Hoogestraat, PA-C
2. Anne Koomen, ARNP
3. Umberto Orazi, MD

Resignations:

1. Mona Shawky, Hospitalist
2. Michael Wynn, MD - Teleneurology
3. Somnath Prabhu, MD – Teleradiology

4. Mahesh Atluri, DO – Teleradiology
5. Julie Lee, MD - Teleradiology

**Revision of Privileges: Referring
POCUS back to POCUS privileges
and explicitly stating criteria**

**Jefferson Healthcare
Emergency Medicine Clinical Privileges**

To be eligible to request Emergency Medicine applicant must meet the following criteria:

Basic Education: Doctor of Medicine or Doctor of Osteopathy (MD/DO) from an accredited program.

Formal training and experience at initial appointment:

- Successful completion of residency program in Emergency Medicine approved by the Accreditation Council for Graduate Medical Education (ACGME or AOA).
- Current certification or active participation in the examination process leading to certification in emergency medicine by the American Board of Emergency Medicine or the American Osteopathic Board of Emergency Medicine.

Or

- Successful completion of an ACGME or AOA accredited post-graduate training program in a general primary care specialty including certification by the appropriate board and **ACLS, PALS certification** and one time **ATLS** certification must be documented

And

- Applicants for initial appointment must be able to document clinical activity in emergency medicine during the last four years without significant quality variation identified.
- Applicants have the burden of producing information deemed adequate by the Hospital for a proper evaluation of current competence, and other qualifications and for resolving any doubts.
- Evidence of restraint competency

Reappointment Requirements:

- Current demonstrated competence and an adequate volume of experience with acceptable results in the privileges requested for the past 24 months based on results of quality assessment/ improvement activities and outcomes. Evidence of current ability to perform privileges requested is required of all applicants for renewal of privileges. Must maintain certifications as required.

☐ **Requested:** Assess, evaluate, diagnose and initially treat patients of all ages who present in the ED with any symptom, illness, injury or condition and provide services necessary to ameliorate minor illnesses or injuries; stabilize patients with major illnesses or injuries and to assess all patients to determine if additional care is necessary.

Consultation will be obtained as necessary and for all patients admitted to the institution. Emergency medicine privileges do not include privileges to admit as an inpatient or perform scheduled elective procedures, except for procedures performed during routine emergency room follow-up, but **do include writing admission orders to another physician**. Privileges also do not include provision of definitive long-term care for patient on an in-patient basis.

A representative, but of necessity, not a complete list of the Emergency Medicine Core Procedures is stated below. It is assumed that other procedures and problems of similar complexity will fall within the identified scope of the Emergency Medicine Core Privileges. Please draw a line through any procedure not being requested.

- | | |
|---|---|
| <ul style="list-style-type: none">• Arterial sampling for blood gas analysis• Arthrocentesis• Bladder catheterization• Cardiac massage, open/closed• Cardiac-pacing, external/trans thoracic• Cardioversion/defibrillation• Central venous access• Cervical immobilization• Contrast injection for imaging• CPR• Cricothyrotomy | <ul style="list-style-type: none">• Initial treatment of burns• Injection of bursa or joint• Intracardiac injection• Intraosseous infusion• Local anesthesia• Lumbar puncture• Mechanical ventilation• Nail trephination• Nasogastric or orogastric intubation• Needle thoracostomy• Neuromuscular blockade |
|---|---|

<ul style="list-style-type: none"> • Debridement of skin and soft tissue injury • Electrocardiography • Emergency thoracostomy • Emergent pericardiocentesis • Endotracheal intubation, nasal/oral • Epistaxis control • Fiberoptic laryngoscopy • Foreign body removal • Fracture/dislocation immobilization • Gastric lavage • I.V. placement - arterial puncture • Incision and drainage of abscess • Indirect and direct laryngoscopy 	<ul style="list-style-type: none"> • Paracentesis • Peritoneal lavage • Precipitous delivery of newborn • Regional nerve blocks • Small lesion excision • Splint application • Tonometry • Tube thoracostomy • Urethral catheterization • Wound management and repair • Emergent/urgent closed reduction of fracture or dislocation • Slit lamp examination with or without foreign body removal • Initial ordering of imaging studies and evaluation of the results to the degree that a plan of action can be formulated
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☐ **Procedural Sedation:** Special request criterion: Evidence of completion of sedation competency module **MUST** be evident before privilege will be granted.

☐ **POCUS:** Please refer back to POCUS privileges. Criteria: Review of competency and ongoing participation in Quality/Peer Review.

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.

Physician Signature

Date

Governing Board Approval Date

Core privileges form approved by MEC: 1/27/09, 10/21/11, 6/28/2016

Hello.

As part of our ongoing commitment to patient safety and quality and in compliance with DNV Rules and Regulations, Jefferson Healthcare is standardizing its approach to procedural sedation training. Documented completion of procedural sedation training is required every 2 years.

Therefore, following please find instructions for online Procedural Sedation training. Please note that this training document is for the sole use of Jefferson Healthcare Authorized Users. Do not reproduce, retain or redistribute this document without prior authorization.

Please review the instructions below, complete the training, print a copy of the completion certificate and forward it to Barbara York, Medical Staff Services, no later than as soon as possible. Thank you!

PROCEDURAL SEDATION ONLINE

For Physicians, CNRAs, and ARNPs:

An online Procedural Sedation Course is offered to JHC physicians, CRNAs, and ANRPs through Swedish.

To access the course, please copy & paste the following link on the address bar of JHC's intranet or the internet:
<http://www.swedish.org/for-health-professionals/cme/online-cmes/adult-procedural-sedation#axzz1rwF8ljkj>

Once the Swedish Procedural Sedation page opens, you are asked to review the information and read all materials listed under "Course Materials & Self-Assessment" before completing the online assessment. These materials consist of:

- Procedural Sedation: Adult Clinical procedure
- Addendum 1 to Procedural Sedation: Adult Clinical procedure
- Addendum 2 to Procedural Sedation: Adult Clinical procedure
- Adult Procedural Sedation Self-Learning Packet
- On the last page of this packet, you will find the "Next Steps" box which will direct you to complete an evaluation, register for CME credit, and print your certificate of completion

Participation Overview

- This is a self-learning module
- CME credit will be granted only if your quiz score is 100%
- Estimated time to complete the training module and exam is one hour
- **The registration fee will be waived if you click on "Swedish Provider" (for Swedish affiliates – Jefferson Healthcare employees only)**

Online Self-Assessment

- If asked, "Would you like to resume the quiz where you left off?" click "No."

After passing the quiz, you will be directed to:

- Complete the CME Evaluation of this activity
- Register to record participation and claim credit
- Print your CME Certificate

Please note that this training is required every two years. Please forward a copy of your completion certificate to Jefferson Healthcare Medical Staff Services. Thank you.

Jefferson Healthcare Point of Care Ultrasound Privileges

DEFINITION:

Point of Care Ultrasound (POCUS) is the medical use of portable ultrasound for bedside diagnostic and therapeutic purposes. The exam is performed, interpreted and integrated into direct patient care in an immediate and rapid manner dictated by the clinical scenario to answer brief and important clinical questions (1).

SCOPE:

Point of Care Ultrasound examinations are focused ultrasounds performed and interpreted by ultrasound credentialed physicians and advanced practice providers (APP). See credentialing pathways below. Applications may include the following clinical categories:

- Resuscitative
- Diagnostic
- Symptom or sign-based
- Procedural guidance
- Therapeutic and physiologic monitoring

INITIAL TRAINING AND CREDENTIALS :

Physicians and APPs seeking POCUS credentials at JHC will need documentation of general ultrasound competency through a *residency pathway* or *practice-based pathway*. Competency requires knowledge of the indications for ultrasound applications, adequate image acquisition and interpretation skills and ability to integrate clinical findings into direct patient care. Clinical departments may request delineation of certain POCUS exams as core privileges within a specialty via the Credential Committee.

□ Residency pathway: Physician has received basic ultrasound training during an ACGME approved residency program. Competency documentation will be requested from the Ultrasound Director or Program Director and will be considered core privileges.

□ Practice Based Pathway: The physician or APP will complete at least 16 hours of in-person point of care ultrasound training OR participate in an (at least) 1 week preceptorship at an institution with an active POCUS education program. Both practice pathways must include the following:

1. Learning objectives to include image acquisition, interpretation and integration of POCUS findings into patient care.
2. Introduction to ultrasound physics or “knobology”
3. Hands-on instruction with live patients, models or simulation
4. Ongoing participation in the POCUS Quality Team with directed feedback and image review until such time as POCUS Medical Director recommends fully unsupervised

privileges, typically achieved with > 20 scans of an individual body area, > 5 POCUS guided procedures or > 100 total scans.

RECREREDENTIALING REQUIREMENTS:

1. Documented clinical activity within scope of privileges without significant variations identified
2. Active participation in POCUS quality team until POCUS Medical Director recommends fully unsupervised privileges.
3. Recommendation from POCUS Medical Director based on active participation in POCUS Quality Team, Departmental Quality Review (ex OB sub-section) or review of at least 5% of submitted images.

QUALITY ASSURANCE / POCUS QUALITY TEAM:

The objective of the QA process is used to evaluate images for technical competence and interpretations for clinical accuracy and provide feedback to improve physician performance.

The QA process is an integrated part of the educational, training, and credentialing processes. Ongoing QA will be performed by the Point of Care Ultrasound Medical Director, with feedback provided to each credentialed medical staff member at least once per quarter.

Parameters to be evaluated may include image resolution, anatomic definition, and other image quality acquisition aspects such as gain, depth, orientation, focus. In addition, the QA system will compare the impression from the POCUS interpretation to the patient outcome measures such as consultative ultrasound, other imaging modalities, surgical procedures, or patient clinical outcome.

REPORTING:

Copies of individual medical staff performance will be sent to the Medical Staff Coordinator as part of ongoing quality monitoring process. Quality reports will be reviewed by the Professional Practice Excellence Committee and/or Credential Committee as a part of the medical staff Ongoing Professional Practice Evaluation

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.

Physician Signature

Date

Governing Board Approval Date

REFERENCES:

American College of Emergency Physicians, (2016, June). Emergency Ultrasound Guidelines.
ACEP Policy Statement

Last updated July 3, 2020



Current Status: *Active*

PolicyStat ID: 6261886



Origination: 07/2014
Last Approved: 04/2019
Last Revised: 04/2019
Next Review: 04/2020

Owner: *Alyssa Rodrigues:*
Administrative
Assistant

Policy Area: *Administration*
Policies

Standards & Regulations:

References:

Emergency Chief Executive Officer Succession

POLICY:

In order to protect the Board of Commissioners from sudden loss of Chief Executive Officer (CEO) services, the CEO will have at least one successor sufficiently familiar with Board and CEO issues and processes to enable either to take over with reasonable proficiency as an interim successor.

PROCEDURE:

The CEO names Hilary Whittington, Chief Administrative Officer/Chief Financial Officer (CAO/ CFO) to be recognized as acting CEO in the CEO's absence and to serve in place of the CEO in case of sudden loss of CEO services.

REFERENCED DOCUMENTS:

Reference Type	Title	Notes
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Attachments

No Attachments

Approval Signatures

Approver	Date
Alyssa Rodrigues: Administrative Assistant	04/2019



CONTRACT NUMBER:
HSP25352

SUBRECIPIENT *
YES XNO

FFATA FORM REQUIRED
YES XNO

**Resolution 2020-07
INTERAGENCY AGREEMENT**

**Between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
And
JEFFERSON COUNTY PUBLIC HOSPITAL DISTRICT #2
dba JEFFERSON HEALTHCARE**

THIS AGREEMENT is made by and between the State of Washington Department of Health, hereinafter referred to as DOH, and Jefferson Healthcare, hereinafter referred to as Contractor pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE: Jefferson Healthcare shall provide case consultation to the Washington Rural Palliative Care Initiative within the Telehealth Team Case Consultation Pilot.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK AND BUDGET: The Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in **Exhibit A**, attached hereto and incorporated herein.

PERIOD OF PERFORMANCE: Subject to its other provisions, the period of performance of this Agreement shall commence on the **Date of Execution** and be completed on **December 31, 2020**, unless terminated sooner as provided herein. Any work done outside of the period of performance shall be provided at no cost to DOH.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): If checked above, this Agreement is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this Agreement, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com.

Information about your organization and this Agreement will be made available on www.USASpending.gov by DOH as required by P.L. 109-282. DOH's form, Federal Funding Accountability and Transparency Act Data Collection Form, is considered part of this Agreement and must be completed and returned along with the Agreement.

PAYMENT: Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work

herein **will not exceed \$960** in accordance with Exhibit A, attached hereto and incorporated herein. Compensation includes but is not limited to all taxes, fees, surcharges, etc. Payment will not exceed this amount without a prior written amendment. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget.

Source of Funds:

Federal: \$960

State: \$0

Other: \$0

TOTAL: \$960

Contractor agrees to comply with applicable rules and regulations associated with these funds.

BILLING PROCEDURE: Payment to the Contractor for approved and completed work will be made by warrant or account transfer by DOH within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 60 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS: This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ASSIGNMENT: The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION: The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as any other applicable Federal and State statutes and regulations.

Any unauthorized access or use of confidential information must be reported to the DOH IT Security Officer at security@doh.wa.gov. The notification must be made in the most expedient time possible (usually within one business day) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

CONTRACT MANAGEMENT: The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this agreement.

The Contract Manager for DOH is:

Name: Sigrid Reinert
Office: Office of Community Health Systems
Agency: Department of Health
Address: PO Box 47853
City, State, Zip: Olympia, WA 98504-7853
Phone: (360) 236-2856

The Contract Manager for the Contractor is:

Name: Michael Glenn
Title: Chief Executive Officer
Agency: Jefferson Healthcare
Address: 834 Sheridan Avenue
City, State, Zip: Port Townsend, WA 98368
Phone: (360) 385-2200

DISPUTES: In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE: This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal statutes and regulations
- B. State statutes and regulations
- C. Agreement amendments
- D. The Agreement (in this order)
 - 1. Primary document (document that includes the signature page)
 - 2. Statement of Work (Exhibit A)

INDEPENDENT CAPACITY: The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

PRIVACY: Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

DOH reserves the right to monitor, audit or investigate the use of personal information collected, used or acquired by the Contractor through this Agreement. The monitoring, auditing, or investigating may include but is not limited to "salting" by DOH. Contractor shall certify the return or destruction of all personal information upon expiration of this Agreement. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the Agreement and the demand for return of all personal information. The contractor agrees to indemnify and hold harmless DOH for any damages related to the Contractor's unauthorized use of personal information.

RECORDS MAINTENANCE: The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA: Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by DOH. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

SECURITY OF INFORMATION – Unless otherwise specifically authorized by the DOH IT Security Officer, Contractor receiving confidential information under this contract assures that:

- It is compliant with the applicable provisions of the Washington State Office of the Chief Information Officer (OCIO) policy 141, Securing Information Technology Assets, available at: <https://ocio.wa.gov/policy/securing-information-technology-assets>.
- It will provide DOH copies of its IT security policies, practices and procedures upon the request of the DOH Chief Information Security Officer.
- DOH may at any time conduct an audit of the Contractor's security practices and/or infrastructure to assure compliance with the security requirements of this contract.
- It has implemented physical, electronic and administrative safeguards that are consistent with OCIO security standard 141.10 and ISB IT guidelines to prevent unauthorized access, use, modification or disclosure of DOH Confidential Information in any form. This includes, but is not limited to, restricting access to specifically authorized individuals and services through the use of:
 - Documented access authorization and change control procedures;
 - Card key systems that restrict, monitor and log access;
 - Locked racks for the storage of servers that contain Confidential Information or use AES encryption (key lengths of 256 bits or greater) to protect confidential data at rest, standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program (CMVP);
 - Documented patch management practices that assure all network systems are running critical security updates within 6 days of release when the exploit is in the wild, and within 30 days of release for all others;
 - Documented anti-virus strategies that assure all systems are running the most current anti-virus signatures within 1 day of release;
 - Complex passwords that are systematically enforced and password expiration not to exceed 120 days, dependent user authentication types as defined in OCIO security standards;
 - Strong multi-factor authentication mechanisms that assure the identity of individuals who access Confidential Information;
 - Account lock-out after 5 failed authentication attempts for a minimum of 15 minutes, or for Confidential Information, until administrator reset;
 - AES encryption (using key lengths 128 bits or greater) session for all data transmissions, standard algorithms validated by NIST CMVP;
 - Firewall rules and network address translation that isolate database servers from web servers and public networks;

- Regular review of firewall rules and configurations to assure compliance with authorization and change control procedures;
- Log management and intrusion detection/prevention systems;
- A documented and tested incident response plan

Any breach of this clause may result in termination of the contract and the demand for return of all personal information.

SEVERABILITY: If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

SUBCONTRACTING: Neither the Contractor, nor any subcontractors, shall enter into subcontracts for any of the work contemplated under this agreement without prior written approval of DOH. In no event shall the existence of the sub operate to release or reduce the liability of the Contractor to DOH for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this Agreement.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of DOH or as provided by law.

If, at any time during the progress of the work, DOH determines in its sole judgment that any subcontractor is incompetent, DOH shall notify the Contractor, and the Contractor shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by DOH of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the Agreement, nor be the basis for additional charges to DOH.

SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE: In the event contract funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, DOH may give notice to Contractor to suspend performance as an alternative to termination. DOH may elect to give written notice to Contractor to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may include notice by facsimile or email to Contractor's representative. Contractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When DOH determines that the funding insufficiency is resolved, DOH may give Contractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Contractor will give written notice to DOH as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Contractor gives notice to DOH that it cannot resume performance, the parties agree that the Agreement will be terminated retroactive to the original date of termination. If the date Contractor gives notice it can resume performance is not acceptable to DOH, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to DOH, the parties agree that the Agreement will be terminated retroactive to the original date of termination.

TERMINATION: Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE: If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

WAIVER: A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HEREIN: This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR SIGNATURE	DATE
PRINT OR TYPE NAME	TITLE
DOH CONTRACTING OFFICER SIGNATURE	DATE

This contract has been approved as to form by the attorney general.

EXHIBIT A

**STATEMENT OF WORK
DOH CONTRACT HSP25352
JEFFERSON COUNTY PUBLIC HOSPITAL DISTRICT #2
dba JEFFERSON HEALTHCARE**

**Washington Rural Palliative Care Initiative and Telehealth Case Consultation
Spiritual Care, Jefferson Home Health and Hospice Rev. Carolyn Cristina Manzoni**

Contract Purpose: Jefferson Healthcare shall provide case consultation to the Washington Rural Palliative Care Initiative within the Telehealth Team Case Consultation Pilot.

Period of Performance: Date of Execution through December 31, 2020

Contract Consideration: Not to exceed \$960

Task	Task/Activity Description	Deliverables/Outcomes	Reporting frequency and payment
TOTAL MAXIMUM - TASK 1 \$960			
TASK 1 Telehealth Case Consultation and Didactic			
1	1.1 Participate in up to 6 telehealth palliative care case consultations in an interdisciplinary team to consult on spiritual aspects of care.	Number of hours with brief activity description	Number of hours with brief activity description MONTHLY; up to 4 hours/month @ \$40/hr.
	1.2 Prepare and present didactic presentations congruent with scheduled cases as negotiated with the team.	Number of hours with brief activity description	Number of hours with brief activity description MONTHLY; up to 4 hours/month @ \$40/hr.
TOTAL MAXIMUM PAYMENT, Not to exceed \$960			

Billing Instructions: Payment shall be contingent upon completion of the above activities, and receipt and acceptance by DOH of the above described deliverables and properly completed invoices. All reports and deliverables should be submitted electronically, except any required original receipts as appropriate. Deadlines, with the exception of date of completion, may be negotiable according to extenuating circumstances and to the discretion of DOH Program Officers.

**STATEMENT OF WORK
DOH CONTRACT HSP25352
JEFFERSON COUNTY PUBLIC HOSPITAL DISTRICT #2
dba JEFFERSON HEALTHCARE**

**Washington Rural Palliative Care Initiative and Telehealth Case Consultation
Spiritual Care, Jefferson Home Health and Hospice Rev. Carolyn Cristina Manzoni**

DOH Contract Manager
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Olympia, WA 98504-7853
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