

SUSTAINING MEMBERSHIP AGREEMENT

Pacific County Public Health and Human Services Department

This Sustaining Membership Agreement (*hereinafter referred to as the "Agreement"*) is between **CHOICE Regional Health Network**, a Washington Nonprofit Corporation (*hereinafter referred to as "CHOICE"*) and **Pacific County Public Health and Human Services Department** (*hereinafter referred to as the "Member"*).

1. Effective Date, Term, Renewal and Termination

- a) *Term*: The term of this Agreement shall commence on the Effective Date of this Agreement and will continue in effect unless terminated.
- b) *Termination by the Member*: The Member may terminate this Agreement at any time upon 60 days prior written notice to CHOICE. Termination shall be effective on the last day of the month in which the notice period expires.
- c) *Termination by CHOICE*: CHOICE may terminate this Agreement upon 60 days prior written notice to the Member in the event that the Member fails to maintain compliance with this Agreement, including dues, eligibility and participation requirements.
- d) *Dues in event of termination*: Dues obligations shall cease at the end of the quarter in which termination takes effect.

2. Member Requirements

- a) *Member Representative*: The designated Member Representative is Mary Goelz.
- b) *Participation*: The Member agrees to serve on the CHOICE Board of Directors, attend regularly scheduled meetings, lead and/or participate on subcommittees and task forces, coordinate institution activities with regional activities, and participate in developing CHOICE business plans and budgets.
- c) *Voting*: The Member is entitled to vote, and agrees to vote in person or through other allowable means specified in the Corporation's Bylaws at all regularly scheduled meetings of the Board of Directors where there is a quorum, if decisions are needed.
- d) *General Membership Dues*: The Member agrees to pay CHOICE annual membership dues in the amount indicated in Addendum A. The amount of dues will be recalculated every three years in accordance with the Corporation's Bylaws.

3. Membership Benefits

Sustaining Members will benefit from their membership in CHOICE as follows:

- a) *Professional affiliation and regional collaboration* to share resources, expertise and best practices in a rapidly changing health care environment.
- b) *A forum for regional planning and collaboration* of health care leaders to ensure residents' access to a basic level of appropriate and effective health services, and efficient use of health care resources.
- c) *Regional initiatives* to improve health care quality.
- d) *Programs to increase access to affordable health insurance and Expanded Medicaid, and to coordinate health care services* with a high number of uninsured and/or low-income individuals.
- e) *Other benefits related to current Board prioritized initiatives.*

4. Advertising and Promotion

CHOICE may advertise, publicize and otherwise promote its programs, products and activities. CHOICE may list the Member organization as a participating CHOICE Member for as long as this

Agreement is in effect. Any description of the Member's facility or services beyond being listed as a CHOICE participant in promotional materials must have the prior approval of the Member.

5. Cooperation with CHOICE

The Member agrees to cooperate with CHOICE fully in connection with CHOICE regional planning, patient care initiatives, community health promotion, and improvements in access to services/medical treatment and regional delivery system quality and effectiveness. The Member will openly share information, invite CHOICE employees to participate in the Member's facility meetings, and facilitate connections with facility employees necessary for the success of CHOICE Board prioritized initiatives.

6. Maintenance and Access to Records – Confidentiality

The Member will receive quarterly financial reports from CHOICE and has a right to access all CHOICE records, reports and materials, with the exception of identifiable personal information on CHOICE personnel and on individual CHOICE clients. Any client information submitted by CHOICE to the Member will be kept confidential and treated in compliance with applicable laws. Confidential materials submitted to CHOICE by the Member shall be kept confidential from non-CHOICE Members and the public, and will not be distributed to other CHOICE Members without prior approval of the Member.

7. Amendment

This Agreement or any part of it may be amended at any time during the term of the Agreement by mutual consent in writing of duly authorized representatives of the parties.

IN WITNESS THEREOF, by placing their duly authorized signatures below, the parties hereby execute this Agreement and agree to be bound by its terms.

THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE: July 1, 2014

Pacific County Public Health and
Human Services Department

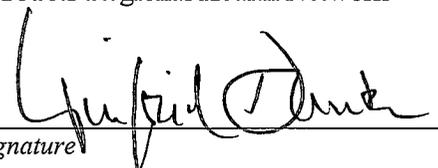
Signature

Name

Title

Date

CHOICE Regional Health Network



Signature

Winfried Danke
Name

Executive Director
Title

June 18, 2014

Date

ADDENDUM A - DUES

Membership Dues:

For the period July 1, 2014 through September 30, 2014, the Member agrees to pay prorated CHOICE membership dues in the amount of \$105.25. Dues payments are due within thirty (30) days of invoice. Dues are calculated at 0.0473% of the Member's 2010 revenues as reported by the Member for the following categories: 1) BARS codes 562.00-562.99; 2) RSN/Mental Health; 3) Chemical Dependency; and 4) Developmental Disability.

IN WITNESS WHEREOF, by placing their duly authorized signatures below, the parties hereby execute this addendum and agree to be bound by its terms.

Pacific County Public Health & Human Services Department

CHOICE Regional Health Network

Signature



Signature

Name

Winfried Danke

Name

Title

Executive Director

Title

Date Signed

June 18, 2014

Date Signed