BEFORE THE LOCAL BOARD OF HEALTH
PACIFIC COUNTY, WASHINGTON
1216 W. Robert Bush Drive
South Bend, Washington

Tuesday, March 13, 2018
9:00AM
or as soon thereafter as possible

AGENDA

Call to Order

PLEDGE OF ALLEGIANCE FOR PACIFIC COUNTY LOCAL BOARD OF HEALTH & BOARD OF COUNTY COMMISSIONERS MEETINGS

Public Comment (limited to three minutes per person)

CONSENT AGENDA (Items A-B)

A) Approve Rainbow Valley Landfill Claims Vouchers
   PUD #2 - $64.24
   Royal Heights Transfer Station, Inc. - $3,228.12
   City of Raymond - $2,305

B) Approve regular meeting minutes of February 27, 2018

The Board may add and take action on other items not listed on this agenda and order of action is subject to change.
CLAIMS VOUCHER
Rainbow Valley Landfill Trust Fund: Post-Closure Account

PUD No. 2
P O Box 472
Raymond, WA 98577

VOUCHER # 2018 - 09

Instructions:
1. Attach original invoices
2. Complete and sign Claims Voucher
3. Return to the Local Board of Health, 1216 W. Robert Bush Drive, South Bend, WA 98586
4. Incomplete vouchers may cause delay of payment

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Date</th>
<th>Description</th>
<th>Fund</th>
<th>Ops</th>
<th>Base Sub</th>
<th>Sub Elem</th>
<th>Obj</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2/2618</td>
<td>UTILITIES</td>
<td>660</td>
<td>000</td>
<td>537</td>
<td>10</td>
<td>41</td>
<td>64.24</td>
</tr>
</tbody>
</table>

TOTAL 64.24

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against Pacific County, and that I am authorized to authenticate and certify to said claim.

Larry Bele
Signature
PRES
Title
3/1/18
Date

Reviewed by:

Donnie Swanson
Signature
DCOB
Title
3/1/18
Date

NOTIFICATION TO TRUSTEE FOR PAYMENT OR REIMBURSEMENT:
The Local Board of Health has determined that these expenditures as represented and documented are in accordance with the "Plan" or otherwise justified and approves such expense according to the Revised Trust Agreement.

Lisa R. Olsen
Chairperson, Local Board of Health
Pacific County, Washington
3/15/18
Date
PUBLIC UTILITY DISTRICT NO. 2 of PACIFIC COUNTY

PO Box 472
Raymond WA 98577
raycustserv@pacificpud.org
(360)942-2411
(360)484-7454 (Naselle)

Previous Balance 50.99
Payment Received 02/12/18 50.99 CR
Balance Forward 0.00
Current Charges Due By 03/23/18 64.24
Total Due 64.24

Messages
Pay By Phone 844-829-1962

Meter #: A34390 LOCATION: 14090804-1
Address: RAINBOW VALLEY LANDFILL Rate Class: 020

Meter Reading Details

<table>
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<tr>
<th>Month</th>
<th>Current KWH Reading</th>
<th>Previous KWH Reading</th>
<th>Total KWH Usage</th>
<th>Days Served</th>
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<td>Feb 17</td>
<td>258</td>
<td>335</td>
<td>414</td>
<td>33</td>
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<td>Mar 17</td>
<td>345</td>
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<td>Apr 17</td>
<td>121</td>
<td>345</td>
<td>484</td>
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<td>May 17</td>
<td>131</td>
<td>121</td>
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<td>Sep 17</td>
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<td>Dec 17</td>
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<td>Feb 18</td>
<td>135</td>
<td>135</td>
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</table>

Detail of Charges

- 484 kWh x 0.072800 35.24
- Elec Basic Charge 29.00
- Total This Service 64.24

Return This Portion With Your Payment

PLEASE INDICATE CHANGE OF ADDRESS HERE:

MAILING ADDRESS

CITY STATE ZIP

LOCATION PHONE NUMBER OTHER PHONE NUMBER

SIGNATURE (REQUIRED TO CHANGE ADDRESS)

LARRY BALE
DBA RAINBOW VALLEY LANDFILL
114 AIRPORT RD
RAYMOND WA 98577-9233

---

Account Number 19983
Due Date 03/23/2018
Amount Due 64.24
Warm Heart Donation
Amount Paid

Public Utility No. 2 of Pacific County
P.O. Box 472
Raymond, WA 98577-0472
CLAIMS VOUCHER
Rainbow Valley Landfill Trust Fund: Post-Closure Account

Royal Heights Transfer Station, Inc.
114 Airport Road
Raymond, WA 98577

VOUCHER # 2018-10

APPROVAL DATE

Instructions:
1. Attach original invoices
2. Complete and sign Claims Voucher
3. Return to the Local Board of Health, 1216 W. Robert Bush Drive, South Bend, WA 98586
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<table>
<thead>
<tr>
<th>Invoice #</th>
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<td>5347</td>
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<td>LEACHATE TRANSPORT</td>
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<td>537</td>
<td>10</td>
<td>41</td>
<td>3228.12</td>
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</tbody>
</table>

TOTAL 3228.12

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against Pacific County, and that I am authorized to authenticate and certify to said claim.

Signature: [Signature]  Title: [Title]  Date: [3/1/18]

Reviewed by:

Signature: [Signature]  Title: [Title]  Date: [3/1/18]

NOTIFICATION TO TRUSTEE FOR PAYMENT OR REIMBURSEMENT:
The Local Board of Health has determined that these expenditures as represented and documented are in accordance with the "Plan" or otherwise justified and approves such expense according to the Revised Trust Agreement.

Signature: [Signature]  Date: [3/1/18]

Chairperson, Local Board of Health
Pacific County, Washington
**Invoice**

**ROYAL HEIGHTS TRANSFER STATION, INC.**  
**114 AIRPORT RD.**  
**RAYMOND, WA 98577**

**RAINBOW VALLEY LANDFILL, INC.**  
**114 Airport Rd.**  
**Raymond, WA 98577**

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<th>P.O. NUMBER</th>
<th>TERMS</th>
<th>DUE DATE</th>
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<td>3/11/2018</td>
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<table>
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<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
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<td>2/28/2018</td>
<td>252,000</td>
<td>Gallons - Wastewater Hauling (LEACHATE) @$12.81/1000</td>
<td>3,228.12</td>
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**Balance Due**  
$3,228.12
## Rainbow Valley Landfill
**Leachate Hauling**

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<tr>
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<td>2/1/2018</td>
<td>2</td>
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<td>29</td>
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**42**

**total gallons** 252000

**TOTAL** $3,228.12
CLAIMS VOUCHER
Rainbow Valley Landfill Trust Fund: Post-Closure Account

City of Raymond
230 2nd Street
Raymond, WA 98577

VOUCHER # 2018-11
APPROVAL DATE 3/13/18

Instructions:
1. Attach original invoices
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<th>Sub Elem</th>
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<td>537</td>
<td>10</td>
<td>41</td>
<td>2305.00</td>
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TOTAL 2305.00

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against Pacific County, and that I am authorized to authenticate and certify to said claim.

[Signature]
Title: PRES.
Date: 3/1/18

Reviewed by:

[Signature]
Title: DEPUTY CLERK OF THE BOARD
Date: 3/1/18

NOTIFICATION TO TRUSTEE FOR PAYMENT OR REIMBURSEMENT:
The Local Board of Health has determined that these expenditures as represented and documented are in accordance with the "Plan" or otherwise justified and approves such expense according to the Revised Trust Agreement.

[Signature]
Chairperson, Local Board of Health
Pacific County, Washington
Date: 3/5/18
## CITY OF RAYMOND

230 2ND STREET  
RAYMOND, WA. 98577  
360-942-4100 fax 360-942-4137

---

### INVOICE

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<tr>
<th>Customer</th>
<th></th>
<th></th>
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<tbody>
<tr>
<td>Name</td>
<td>RAINBOW VALLEY LANDFILL, INC.</td>
<td>Address</td>
<td>114 AIRPORT ROAD</td>
<td>City</td>
<td>RAYMOND</td>
<td>State</td>
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<tr>
<td>Phone</td>
<td></td>
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<td>1</td>
<td>ROAD MAINTENANCE</td>
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<td>$10.00</td>
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</table>

**Payment Details**

- [ ] Cash
- [ ] Check
- [ ] Credit Card

Name: 
CC #: 
Expires: 

**Shipping & Handling**

SubTotal: $2,305.00
Taxes: $0.00

**TOTAL:** $2,305.00

---

**THANK YOU FOR YOUR BUSINESS!**
MINUTES

9:00 AM 1216 W. Robert Bush Drive
Tuesday, February 27, 2018 South Bend, Washington

CALLED TO ORDER – 9:01 AM

ATTENDANCE

Lisa Olsen, Commissioner
Frank Wolfe, Commissioner
Lisa Ayers, Commissioner

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Eric Weston, Chief Deputy Prosecutor
Tim Martindale, E911 Coordinator
James Worlton, Senior Public Records Coordinator
Scott McDougall, Emergency Management Director
Jeff Nesbitt, Vegetation Management Director
Dotsi Graves, Parks & Fair Manager

GENERAL PUBLIC IN ATTENDANCE

Kat Staats
Stacey Anderson
Peter McNamara
Becky Fischer
Bree Schinkle

PUBLIC COMMENT - None

CONSENT AGENDA (Items A)

It was moved by Wolfe, seconded by Olsen and carried by a vote of 3-0
Subject to adequate budget appropriations and in accordance with all applicable
county policies

Approve regular meeting minutes of January 23, 2018 and February 13, 2018

MEETING CLOSED – 9:02 AM

SIGNATURE BLOCK ON THE FOLLOWING PAGE
BEFORE THE BOARD OF COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON  
1216 W. Robert Bush Drive  
South Bend, Washington  

Tuesday, March 13, 2018  
9:00AM  
or as soon thereafter as possible  
The Board of County Commissioners meeting will be called  
to order following the business of the Local Board of Health

AGENDA

Call to Order

Public Comment (limited to three minutes per person)

Cheryl Heywood-TRL State of the Library Address

CONSENT AGENDA (Items 1-6)

Department of Community Development
  1) Approve Amendment #3 to the Professional Services Contract with Peninsula Sanitation Services, Inc. for Recycling Drop Box Service

Superior Court
  2) Confirm transfer of Microsoft Surface Pro 2 from Superior Court to Computer Services

Boards and Commissions
  3) Approve the reappointment of Open Space Advisory Board members, Ned Newman, Don Hatton, Jim Goulter, Bob Rose and Malcolm McPhail

General Business
  4) Approve February, 2018 payroll  
total employees: 178; total payroll: $756,343.33  
  5) Approve Vendor Claims; Warrants Numbered 140926 thru 140974 in the amount of $104,032.36  
  6) Approve regular meeting minutes of February 27, 2018

The Board may add and take action on other items not listed on this agenda and order of action is subject to change.

The hearing facility is “barrier free” and accessible by those with physical disabilities. Aids will be provided upon request for those with language/speaking or hearing impediments, but requests need to be received at least five (5) business days prior to this hearing. Such requests may be filed in person at the Commissioners’ Office at the address noted above or at 360/875-9337.

Pacific County is an Equal Opportunity Employer and Provider
ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS
7) Consider approval of 2018 Chinook Park Maintenance and Operation Contract with Port of Chinook
8) Consider approval of Willapa Hills State Park Road Easement Agreement #E646007PAC1 with State of WA Parks and Recreation Commission; authorize Chair to sign
9) Consider approval of Digital Submittal Certification of reports to the County Road Administration Board; authorize Chair to sign
10) Consider approval of Access Permit with Hancock Timberland X Inc. for use of gated road to access Holy Cross Communication Tower site; authorize County Engineer to sign

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT
11) Consider approval of Contract with McDonald Consulting to assist with updating the Strategic Plan
12) Consider approval of lease with Aberdeen Office of a Sharp MX 5050V copier
13) Consider approval of Community Health Plan of Washington Provider Agreement to bill additional contracted insurance companies; authorize Director to sign
14) Consider approval of Participation Agreement with United Healthcare to bill for services; authorize Director to sign

ITEMS REGARDING SHERIFF’S OFFICE
15) Consider approval of Intergovernmental Agreement #LE: MLE1029 with WA State Parks and Recreation Commission to enhance the performance of boating safety and education services; authorize Sheriff to sign
16) Consider approval of Federal Financial Assistance Grant with WA State Parks and Recreation Commission for the Vessel Registration Fees and Federal Financial Assistance; authorize Sheriff to sign

ITEMS REGARDING GENERAL BUSINESS
17) Confirm Memorandum of Understanding with Teamsters Local 252 Commissioned and Non-Commissioned regarding the new state sick leave laws

EXECUTIVE SESSION
18) To discuss anticipated litigation, pending litigation or any matter suitable for Executive Session under RCW 42.30.110

The Board may add and take action on other items not listed on this agenda and order of action is subject to change.

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Pacific County is an Equal Opportunity Employer and Provider
AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

<table>
<thead>
<tr>
<th>BOCC ACTION:</th>
<th>□ APPROVED</th>
<th>□ DENIED</th>
</tr>
</thead>
</table>

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: ________________________

☐ CONTINUED TO DATE: ____________________

☐ OTHER: ________________________________

DISTRIBUTION LIST:

☐ RF  ☐ Assessor  ☐ DPW  ☐ PACCOM  ☐ Superior Court

☐ CF  ☐ Auditor  ☐ PCEMA  ☐ PC Fair  ☐ Treasurer

☐ SEA  ☐ Clerk  ☐ Health  ☐ Prosecutor  ☐ Veg Mgmt

☐ Civil Service  ☐ Juvenile  ☐ SDC  ☐ WSU Ext.

☐ DCD  ☐ NDC  ☐ Sheriff  ☐ Other

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Community Development

DIVISION (if applicable): EH

OFFICIAL NAME & TITLE: Shawn Humphreys, Deputy Director

PHONE / EXT: 875-9356

SIGNATURE: ____________________________

DATE: 3/5/2018

NARRATIVE OF REQUEST

The Department requests that the Board approve Amendment #3 of the Professional Services Contract for Recycling Drop Box Service with Peninsula Sanitation Service, Inc. This amendment extends the existing contract for an additional year to April 1, 2019. The new service charge will be $280.94 minus 50% of the market value of the recycle materials contained within the recycling drop boxes.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

Approve Amendment #3 to the Professional Services Contract with Peninsula Sanitation Services, Inc. for Recycling Drop Box Service
Name of Contractor: Peninsula Sanitation Service, Inc.

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended):
Amendment #3 of Professional Services Contract for Recycling Drop Box Service.

<table>
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<tr>
<th>Indicate type:</th>
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<tr>
<td>☐ Intergovernmental/Interagency</td>
<td>☐ Employment/Special Services Agreement</td>
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<tr>
<td>☐ Memorandum of Understanding/Agreement</td>
<td>☐ Interoffice/Interdepartmental</td>
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<td>☐ Private Organization/Individual</td>
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<tr>
<td>☐ Federal</td>
<td>☐ Other</td>
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</tbody>
</table>

Please indicate appropriate Tax Id #, Uniform Business Identification #, or Social Security # on Page 3 of this form.

**TYPE OF REQUEST** *(Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation)*:

- Public Works Project (RCW 39.04)
  - ☐ Limited PW Process (<$35,000)
  - ☐ Limited PW Process (<$40,000)
  - ☐ Small PW Process (<$300,000)
  - ☐ PW Project (>=$300,000)
- Equipment, Materials, & Supplies (RCW 36.32)
  - ☐ < $5,000 (attach 3 bids)
  - ☐ $5,000-$25,000 (use small works roster)
  - ☐ >$25,000 *(competitive bids)*
- Services / Leases:
  - ☐ Architectural & Engineering
  - ☐ Personal Services
  - ☐ Lease (Personal Property i.e. copier, printer)
  - ☐ Lease (Real)
  - ☐ Telecomm & Data Processing
  - ☐ Other *(Describe):*

To be located at:

Exceptions to Bidding *(Please provide appropriate documentation)*:

- ☐ Insurance/Bonds
- ☐ Single (Sole) Source Purchase*
- ☐ Emergency Event *(Purchases/Public Works)*
- ☐ Special Facilities/Market Conditions

*Resolution Required

☐ PURCHASE UNDER ANOTHER AGENCY'S CONTRACT *("Piggybacking")*

Please attach the following:
- Copy of Intergovernmental Agreement with other agency
- Confirmation that vendor agrees to participation
- Documentation that contract was awarded in compliance with bidding law
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

☐ RFP
☐ RFQ
☐ Franchise
☐ Annexation
☐ Ordinance
☐ Resolution
☐ Appeal
☐ Inventory
☐ Acquisition/Disposal
☐ Tort Claim
☐ Call for Bids
☐ Open Space/ Timber Classification
☐ Post, Advertise, Fill Position *(New Employee Form Required)*
☐ Other *(please describe):*

**BACKGROUND/SUMMARY** *(include date of prior workshop and/or action, if applicable)*:

TOTAL COST/AMOUNT *(include sales & use tax):*

TOTAL TAX:

**TOTAL SHIPPING/HANDLING:**

EXPENDITURE FUND #: 142.

EXPENDITURE BUDGETED? ☐ Yes ☐ No

Will supplemental be required? ☐ Yes ☐ No

IN-KIND MATCH REQUIRED? ☐ Yes ☐ No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☐ No

AMOUNT OF MATCHING FUNDS:

Revised 2/2015
Exhibit A to Resolution No. 2010-013
PROFESSIONAL SERVICES CONTRACT
FOR
RECYCLING DROP BOX SERVICE
Amendment No. 3

This amendment is made as of the _____ day of ________, 2018 among Pacific County, a municipal corporation and Peninsula Sanitation service, Inc., a Washington corporation and amends the existing PROFESSIONAL SERVICES CONTRACT FOR RECYCLING DROP BOX SERVICE executed as of the 12th day of June 2012.

This amendment shall become effective on the 1st day of April, 2018 and contain the following amendments:

1. Section III. DURATION OF AGREEMENT
   This agreement shall now terminate on April 1st, 2019.

2. Section V. COMPENSATION AND METHOD OF PAYMENT
   A new price, based on time and materials, of $280.94 per service charge minus 50% of the market value of the recyclable materials contained within the recycling drop boxes will be in effect during this amended contract time.

All other terms and conditions of the PROFESSIONAL SERVICES CONTRACT FOR RECYCLING DROP BOX SERVICE executed on the 12th day of June 2012, and not specifically mentioned above will remain the same.

IN WITNESS WHEREOF, the parties have caused this amendment to the PROFESSIONAL SERVICES CONTRACT FOR RECYCLING DROP BOX SERVICE to be executed by their duly authorized officers or representatives as of the day and year first above written.

Board of Pacific County Commissioners

Peninsula Sanitation Service, Inc.
PO Box A
Ilwaco, WA 98624

Lisa Olsen, Chair

Jay Alexander, Manager

Frank Wolfe, Commissioner

Lisa Ayers Commissioner

ATTEST:

Marie Guernsey, Clerk of the Board
Confirm transfer of Microsoft Surface Pro 2 from Superior Court to Computer Services
PACIFIC COUNTY - INVENTORY DISPOSAL/TRANSFER FORM
ATTACHMENT #4

FIXED ASSET ID NUMBER: 3264
DEPT/OFFICE: Superior Court
EQUIPMENT DESCRIPTION: Computer Tablet - Judge Goetz
LOCATION: Courtroom
MODEL NUMBER: Microsoft Surface Pro 2
SERIAL NUMBER: 038177234653

IS THIS EQUIPMENT STILL FUNCTIONING? ☑ YES ☐ NO
HAS THE EQUIPMENT BEEN OFFERED TO OTHER COUNTY DEPARTMENTS/OFFICES? ☑ YES ☐ NO

DISPOSAL

DISPOSAL DATE: ___________________________
HOW DISPOSED: ___________________________
REASON FOR DISPOSAL: ___________________________
IF SOLD, AMOUNT RECEIVED: ___________________________
NAME OF PURCHASER: ___________________________

TRANSFER

TRANSFER DATE: 1/1/13
TRANSFERRED FROM (DEPT/OFFICE): Superior Court
TO (DEPT/OFFICE): DPW Computer Services

To assist you in completing this form, the following is a breakdown of the information required in each section:
Fixed Asset #: Record the number from the Pacific County property sticker. (Please return property sticker with this form
if equipment will no longer be considered property of the County.)
Equipment: Describe the equipment as it is listed on your current inventory.
Department: Name of your office/department.
Location: List the building, office, etc, where this equipment is located.
Model #: Complete this section for equipment having model numbers.
Serial #: Complete this section for equipment having serial numbers.
Functional: Is this equipment functioning well enough to be used?
Other Dept: Is this equipment usable enough to be placed on the quarterly printout of surplus property for possible use
by another department?
Date Disposed: The date the BOCC approved disposal of this equipment
How Disposed: Surplus, discarded, traded-in, transferred to another department, etc
Amount Rec’d: Leave this section blank. If disposal of equipment generates revenue, report to Administration the amount
received once the process is completed.
Purchaser: If equipment is sold, list the name of the person and/or organization that purchased the equipment.
Why Disposed: Outdated, nonfunctional, replaced, etc.

Your request to ☑ dispose ☑ transfer the above referenced inventory item was ☑ approved ☐ denied by the Board of Pacific
County Commissioners at its meeting held on ________________2018__ in accordance with Pacific County Personal
Property Inventory Procedures.

2017 Inventory Clerk of the Board

THIS FORM MUST ACCOMPANY ALL REQUESTS TO THE BOARD FOR DISPOSAL/TRANSFER OF EQUIPMENT.

revised 1/2012
# AGENDA REQUEST FORM

**TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD**

<table>
<thead>
<tr>
<th>BOCC ACTION:</th>
<th>□ APPROVED</th>
<th>□ DENIED</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ NO ACTION TAKEN/WITHDRAWN</td>
<td>□ DEFERRED TO:</td>
<td></td>
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<tr>
<td>□ CONTINUED TO DATE:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ OTHER:</td>
<td></td>
<td></td>
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</tbody>
</table>

**DISTRIBUTION LIST:**

| □ RF | □ Assessor | □ DPW | □ NDC | □ Superior Court |
| □ CF | □ Auditor | □ EMA | □ PACCOM | □ Treasurer |
| □ SEA | □ Clerk | □ Fair | □ Prosecutor | □ Veg Mgmt |
| | □ Civil Service | □ Health | □ SDC | □ WSU Ext. |
| | □ DCD | □ Juvenile | □ Sheriff | □ Other |

**AGENDA ITEM REQUEST**

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

<table>
<thead>
<tr>
<th>DEPARTMENT/OFFICE:</th>
<th>Commissioners Office</th>
<th>DIVISION (if applicable):</th>
<th>Bds/Coms</th>
</tr>
</thead>
<tbody>
<tr>
<td>OFFICIAL NAME &amp; TITLE:</td>
<td>Marie Guernsey, Clerk of the Board</td>
<td>PHONE / EXT:</td>
<td></td>
</tr>
</tbody>
</table>

**SIGNATURE:**

<table>
<thead>
<tr>
<th>DATE:</th>
<th>3/2/2018</th>
</tr>
</thead>
</table>

**NARRATIVE OF REQUEST**

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

Approve the reappointment of Open Space Advisory Board members, Ned Newman, Don Hatton, Jim Goulter, Bob Rose and Malcolm McPhall

Revised 8/2015

Exhibit A to Contract/Agreement/Grant Review Policy
COUNTY OF PACIFIC - STATE OF WASHINGTON

BOARD OF COUNTY COMMISSIONERS

SUMMARY OF APPROVAL OF MONTHLY PAYROLL

WHEREAS, the Elected Officials and Department Heads have submitted certified requests for payroll payments for officers and employees to the County Auditor for disbursement as shown by the attached department listings; and,

WHEREAS, the Board of County Commissioners have reviewed the listing as attached; now, therefore,

IT IS HEREBY ORDERED by the Board of County Commissioners that salaries, wages, overtime and other pay are allowed as follows:

MONTH OF: FEBRUARY, YEAR OF 2018
TOTAL EMPLOYEES: 178
TOTAL PAYROLL: $756,343.33

Approve payroll subject to adequate budget appropriations.

BOARD OF PACIFIC COUNTY COMMISSIONERS

Dated this 13th day of MARCH 2018

__________________________
Chairperson

__________________________
Commissioner

__________________________
Commissioner

Attest:

__________________________
Clerk of the Board

RECEIVED
PACIFIC COUNTY

MAR - 5 2018

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
COUNTY OF PACIFIC
VOUCHER APPROVAL TRANSMITTAL
VENDOR CLAIMS

The vouchers, hereinafter listed, have been audited and certified by the auditing officer as required by RCW 42.24.080 and those expenses/reimbursement claims have been certified as required by RCW 42.24.090 and have been recorded on the attached listing, which has been made available to the Board.

As of this date, March 13, 2018, the Board, by a unanimous/majority vote, does approve for payment, subject to adequate budget appropriations, those vouchers included in the attached list and further described as follows:

Vendors Claim Fund No. 692

140926 thru 140974 $ 104,032.36

Warrants Dated: February 28, 2018

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:

[Signature]
Auditor/Deputy Auditor

ATTEST:

[Signature]
Clerk of the Board

[Signature]
Commissioner

[Signature]
Commissioner

RECEIVED
PACIFIC COUNTY

FEB 28 2018

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
9:00 AM 1216 W Robert Bush Drive
Tuesday, February 27, 2018 South Bend, Washington

CALLED TO ORDER – 9:02 AM

ATTENDANCE

Lisa Olsen, Commissioner
Frank Wolfe, Commissioner
Lisa Ayers, Commissioner
Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Eric Weston, Chief Deputy Prosecutor
Tim Martindale, E911 Coordinator
James Worlton, Senior Public Records Coordinator
Scott McDougall, Emergency Management Director
Jeff Nesbitt, Vegetation Management Director
Dotsi Graves, Parks & Fair Manager

GENERAL PUBLIC IN ATTENDANCE

Kat Staats
Stacey Anderson
Peter McNamara
Becky Fischer
Bree Schinkle

PUBLIC COMMENT

Stacey Anderson representing PacMtn WDC presented the High Impact Community Grant Awards to Big Brothers Big Sisters of SW Washington, Grays Harbor Colleges Career 911 Project and to the Pacific Education Institute.

YEARS OF SERVICE

5 Years – Jeff Nesbitt (VEG)
30 Years – Coni Ruddell (TRSR), Frank Hodel (DPW), Mike Collins (DPW)
CONSENT AGENDA (Items 1-5)

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0
Subject to adequate budget appropriations and in accordance with all applicable county policies

County Fair

Approve Amendment #1 to the Intergovernmental Agreement with Fire District No. 3 for the operation of a fire hall for another ten (10) years, effective May 27, 2018 thru May 26, 2028

Department of Health and Human Services

Approve Amendment #1 to Contract #2018-19 CCAP with Coastal Community Action Program to coordinate the South District Court Community Court Program

Approve Amendment #1 to Contract #2017-19 CCAP with Coastal Community Action Program to provide housing and homeless services

General Business

Approve Vendor Claims; Warrants Numbered 140745 thru 140844 in the amount of $259,616.70

Approve regular meeting minutes of January 23, 2018 and February 13, 2018 and continued regular meeting minutes of February 5, 2018

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

It was moved by Wolfe, seconded by Ayers and carried by a vote of 3-0

Approve request to issue Call for Bids #2018-01 Courthouse Exterior Painting Project and set a bid opening date of Monday, April 9, 2018 at 9:00AM

Approve the 2018 Bruceport Park Maintenance and Operations Contract with Melvin and Janelle Long, effective January 1, 2018 thru December 31, 2018, subject to adequate budget appropriations

Approve Facility Use Agreement with Marcus Sorlie for use of Morehead Park July 27-30, 2018, and authorize Chair to sign

Award Chip Rock Bid No. 2018-01 to Teevin & Fischer Quarry, LLC in the amount of $65,812, subject to compliance with bid requirements, receipt of WA State Business License, and adequate budget appropriations
ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve purchase of a laptop for the Solid Waste Code Enforcement Officer in an amount not to exceed $1,600, subject to adequate budget appropriations

ITEMS REGARDING SHERIFF’S OFFICE

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve the E911 GIS Professional Services Agreement with Melissa Liebert dba Liebert’s Guide Service, subject to receipt of required insurance, WA State Business License and adequate budget appropriations

Approve purchase of Dell Latitude Mobile Data Computer including ancillary equipment, in an amount not to exceed $2,412.38, including sales tax, subject to adequate budget appropriations

ITEMS REGARDING BOARDS AND COMMISSIONS

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve the appointment of Larry Raymer to the Flood Control Advisory Board, effective immediately

ITEMS REGARDING GENERAL BUSINESS

Consider adoption of Resolution 2018-_______ in the matter of amending the Policy Manual specifically the Personal Inventory Procedures Policy – DEFERRED

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

It was moved by Wolfe, seconded by Ayers and carried by a vote of 3-0

Approve request to advertise for 2018 summer youth litter crew; litter crew supervisor, litter crew lead, and six youth

ITEMS REGARDING GENERAL BUSINESS

Consider approval of Memorandum of Understanding with Superior Court – DEFERRED

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve Vendor Claims, Warrants Numbered 140845 thru 140925 in
the amount of $85,547.33, subject to adequate budget appropriations

ITEMS REGARDING SHERIFF’S OFFICE

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve purchase of sixty (60) batteries for jail security UPS to be paid from Fund 125 in an amount not to exceed $1,620, including tax and shipping, subject to adequate budget appropriations

ITEMS REGARDING GENERAL BUSINESS

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve advertising for a fair manager at a monthly rate of $300 for January thru June and October thru December, and $2,000 a month for July, August, and September, subject to adequate budget appropriations and all county policies; the $300 per month will be only for months worked in 2018

EXECUTIVE SESSION – 9:30AM for ten minutes
RCW 42.30.110 (1) (i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation
ATTEND: Chair Olsen, Commissioner Wolfe, Commissioner Ayers, County Administrative Officer Kathy Spoor and Chief Civil Deputy Prosecutor Eric Weston

BACK IN SESSION – 9:44AM

Chair Olsen reconvened the meeting and announced that no decision was made during executive session.

MEETING CLOSED – 11:49 AM

(Please refer to recording of the meeting for a more detailed discussion)
OTHER BUSINESS FOR FILING

Notice from Sheriff’s Office regarding hire of Brandon Bleecker, Corrections Officer, Step 1, effective March 1, 2018 (per Resolution 2017-070).

MEMO dated January 12, 2018, from Superior Court Judge Doug Goelz regarding GR 36 Compliance.

Notice dated January 29, 2018, from the WA State Liquor and Cannabis Board regarding Special Occasion License for the Lewis-Pacific Swiss Society event to be held March 10, 2018.

Letter dated February 12, 2018, from Monica Squires regarding road condition of Rhodesia Beach Drive, Beach Street, and Grove Street in Bay Center.

Copy of letter dated February 13, 2018, to Doug Bagaason regarding log trucks tracking mud onto county roads (Smith Creek Road).

Letter dated February 14, 2018, from Alden Fielding regarding junk around the business across the street from the Great NW Federal Credit Union in Ocean Park.

Email response from Commissioner Frank Wolfe on February 15, 2018, to Allan Pilger’s email of February 14, 2018, pertaining to a trash laden residence on Hwy 103 south of the small Anchor Baptist Church.

Copy of letter dated February 15, 2018, from the Board of County Commissioners to the Fish & Wildlife Commission regarding the Willapa Bay Salmon Management Policy.

Email dated February 15, 2018, from Laura Bohlmann regarding a second letter sent to Sheriff Johnson pertaining to excessive traffic speed on 227th and U Street.

Email dated February 17, 2018, from Douglas Bagaason regarding Commissioners’ letter dated February 13, 2018.

Public Concern/Comment Form received by Community Development on February 28, 2018, with a copy provided to the Commissioners regarding environmental and health concerns pertaining to 24621 Birch Place, Ocean Park.

Copy of out of class pay for Brandi Keightley and Alexandra Russell for the month of February, 2018.

Email dated March 2, 2018, from Amanda Bennett pertaining to a phone call from Mike Swanson praising the Department of Public Works for the outstanding job of brush cutting on North Valley Road.
BOARD WORKSHOPS/MEETINGS HELD
(This listing does not include those workshops/meetings attended by an individual Commissioner)

February 5, 2018
Workshop re: courthouse basement remodel
BOCC Continued Regular Meeting
Departmental Briefings

February 12, 2018
Meeting agenda review
Workshop re: flood control projects
Workshop re: roads

February 13, 2018
BOH/BOCC Meetings
Workshop re: Seaview sign
Workshop re: courthouse basement project/bond
Elected Officials meeting
Workshop re: fisheries

February 20, 2018
Workshop re: courthouse basement project

February 22, 2018
Workshop w/ Office of Public Defense

February 26, 2018
Workshop w/ Public Works re: basement project update
Meeting Agenda Review

February 27, 2018
BOH/BOCC Meetings
Executive Session
Workshop re: gambling tax
Workshop re: noxious weed assessment
Workshop re: Opioid litigation
Executive Session
Workshop re: criminal justice sales tax option
Approve the 2018 Chinook Park Maintenance and Operation Contract with Port of Chinook, effective May 1, 2018, subject to receipts of required insurance.
2018 CHINOOK PARK
MAINTENANCE AND OPERATION CONTRACT

This CONTRACT, made and entered into this day between the Port of Chinook, hereinafter called the PORT, a political subdivision of the State of Washington, and the County of Pacific, a municipal corporation of the State of Washington, hereinafter called the COUNTY.

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

WHEREAS, the COUNTY desires to have certain park maintenance and operation services performed, and the PORT has the necessary skills and capabilities and experience to perform said park maintenance and operation services, as set forth below;

NOW THEREFORE, in consideration of the terms, conditions and performance contained herein, the parties hereto agree as follows:

1. The park maintenance and operation site shall be CHINOOK PARK.

2. The PORT shall have the park available for day use only by the general public between the hours of 7:00 AM until dusk from May 1 through September 30. The park shall be open an additional thirty (30) days of consecutive operation, either prior to May 1 or after September 30 or a split combination thereof. The operation of the park can exceed 6 months, but must be consecutive with the regular operating period and at the PORT’s discretion, but the COUNTY will not provide compensation for the extended period.

3. The PORT will provide the park user reasonable security from injury to themselves or damage to their possessions.

4. The PORT shall not collect fees from persons or groups that use the park.

5. If a group requests permission for overnight camping for a special function, advance written authorization must be given by the COUNTY.

6. The COUNTY will pay a hosting fee of $6,000 (six thousand dollars) in equal monthly installments ($750) beginning in May for calendar year 2018.

7. No structures shall be erected on the premises and no residences will be permitted without prior approval of the COUNTY.

8. The storage of equipment or articles by the PORT within the park shall be limited to equipment or articles that are used for the park’s maintenance and that fit into the park storage shed.
9. **Custodial Services:** The Port shall provide, at their expense, regular janitorial/custodial services which ensure the park and restrooms are at all times maintained in a sanitary condition.

10. The COUNTY agrees to allow the PORT to use their riding lawn mower (John Deere S/N Mod 277H073604) with no usage fee, for the purpose of park mowing and for park maintenance within the boundaries of Chinook Park. The PORT agrees to maintain the mower at their cost for the duration of this contract. At the conclusion of this contract, the mower shall be returned to the COUNTY in proper working order.

11. The PORT shall provide all general maintenance of the park grounds, equipment and facilities to include, but not limited to, mowing, weeding and litter pickup, etc., all to be completed with their own equipment with the exception of the County mower.

12. The COUNTY shall be responsible for repairs and maintenance to existing road, seawall and major buildings and will provide tree and brush maintenance when necessary. The COUNTY reserves the right to determine whether or not repairs and maintenance shall be performed and the right to schedule such repairs and maintenance. Maintenance by the COUNTY will be performed at the convenience of the COUNTY and the COUNTY shall not be held liable for any losses of any nature by the PORT or other affected parties.

13. The PORT will provide reasonable watchman security services.

14. The PORT agrees to provide all necessary operating supplies for the restrooms, supplied at the PORT’s sole cost and expense.

15. Electric power, water, sewerage, garbage disposal services and local phone service shall be provided by the COUNTY for park operations. No other utility services shall be provided.

16. The parties mutually understand and agree that the COUNTY shall make no deductions on account of taxes and the PORT further understands and agrees that the responsibility for payment of taxes remains with the PORT. It is further understood that the PORT is not entitled to medical insurance, retirement benefits, workers compensation or any other incidents of employment from the COUNTY because no employee/employer relationship exists.
17. This contract shall commence on May 1, 2018 and terminate December 31, 2018. Either party shall have the right of cancellation or termination of this contract, with or without reason, by serving notice on the other party by certified mail, of such intent to cancel or terminate this entire contract at least sixty (60) days prior to any such proposed cancellation or termination date; such cancellation or termination to be without recourse, except for any sums owing to either party at the end of cancellation or termination. The PORT shall be solely responsible for removing all their property from the park grounds within thirty (30) days of the notification of cancellation or termination of this contract. If said property has not been removed within the time specified, the COUNTY shall have said property removed and the PORT shall be solely responsible for bearing all costs involved.

18. The PORT shall not subcontract any part of the work to be performed under this contract or assign this contract without the specific written consent of the COUNTY.

19. It is understood that the PORT shall not allow property owned by the COUNTY to be removed from premises.

20. LIABILITY
   a. Indemnification: In accepting this Agreement, the PORT, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the PORT or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the PORT, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

   b. Assumption of Risk: The placement and storage of personal property on said premises shall be the responsibility, and at the sole risk, of the PORT.

   c. Adjustment of Claims: The PORT shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the PORT under this Agreement. The PORT agrees that all such claims, whether processed by the PORT or PORT’s insurer, either directly or by means of an agent, will be handled by one key person.
21. INSURANCE

The PORT shall maintain and provide proof of occurrence based general business professional liability insurance in the amount of $1,000,000 or greater per occurrence and $2,000,000 aggregate for the term of this CONTRACT. The PORT must name the COUNTY as an additional insured. The PORT shall provide the COUNTY a copy of the additional insured endorsements prior to the start of this contract. The PORT agrees that its liability insurance shall be primary and non-contributory to the COUNTY’s and that PORT’s liability insurance policy shall so state. The PORT shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker’s compensation insurance, etc. for any and all of its employees as might apply.

22. SEVERABILITY: Any provision of this CONTRACT, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

DATED THIS _____ of _________________________, 201_

BOARD OF COMMISSIONERS
THE PORT OF CHINOOK
PO BOX 185
CHINOOK, WA 98614

By: Gary Kobes
Chairperson of PORT of Chinook

ATTEST:

By: Guy Glenn, Jr.
Manager of PORT of Chinook

APPROVED AS TO FORM:

Prosecutor’s Office WSBA#

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

Frank Wolfe, Vice Chair

Lisa Ayers, Member

ATTEST:

Marie Guemsey
Clerk of the Board
Approve the Willapa Hills State Park Road Easement Agreement #E646007PAC1 with State of WA Parks and Recreation Commission and authorize Chair to sign, subject to adequate budget appropriations.
STATE OF WASHINGTON
PARKS AND RECREATION COMMISSION
Don Hoch, Director

Willapa Hills State Park
Road Easement Agreement # E646007PAC1

This easement agreement is made between the State of Washington, acting through the Washington State Parks and Recreation Commission, as grantor ("State") and Pacific County Department of Public Works, ("Grantee"). The date of this agreement is the date of last signature below ("Effective Date").

AUTHORITY

State is acting under those authorities granted to State by RCW 79A.05.070, and Washington State Parks and Recreation Commission action of September 16, 2013.

The parties agree as follows:

1.0 EASEMENT

1.1 Grant. State hereby grants to Grantee a non-exclusive, non-divisible easement over a parcel of land in Pacific County legally described in Exhibit A and located approximately as shown on Exhibit B ("Easement Area") for the use(s) set forth in section 2.1 Permitted Use, and only such use(s).

1.2 Term. The easement commences on the Effective Date and is perpetual unless terminated as set forth in this agreement, except the temporary construction easement, which terminates upon completion of construction and restoration by Grantee as specified in section 4.2 Timing and Duration.

1.3 Consideration – Lump Sum Payment.

Grantee shall pay to State the sum of $500.00 as consideration for the easement granted by this agreement. Payment is due upon execution of this agreement by Grantee; this agreement is not valid until payment is made.

1.4 Easement in Gross. The easement granted by this agreement is in gross for the sole benefit of Grantee's use associated with any lands now owned or hereafter acquired by Grantee. This easement does not run with the land and is indivisible and not transferable or assignable without State's prior written approval, the granting of which is at State's sole discretion.
1.5 **Title/Disclaimer.** The rights granted in this agreement are subject to permits, leases, licenses, and easements, if any, previously granted by State affecting the property subject to this agreement. Further, State does not warrant or imply that the Basement Area [and Access Route] is suitable for Grantee’s intended use.

1.6 **Railbanking.** Notwithstanding any other provision of this agreement, State’s rights with respect to the Basement Area[and Access Route] were obtained through railbanking pursuant to 16 USC §1247(d). Grantee shall ensure that its activities are consistent with State’s interim trail use, acknowledges possible future rail activation and use, and understands that it may be required to relocate, at its sole expense, the Facilities to accommodate any such activation and use.

2.0 **USE AND MAINTENANCE OF EASEMENT AREA[ AND ACCESS ROUTE]; PROHIBITED ACTIVITIES**

2.1 **Permitted Use.** The easement granted by this agreement is for the purpose of and is limited to constructing, installing, operating, maintaining, repairing, replacing, and using Easement Area for a road (“Facilities”) subject to Grantee obtaining and at all times possessing all applicable federal, state, and local permits. Grantee may not expand, change, or modify the purpose of the easement granted by this agreement without State’s prior written consent, which is at its sole discretion and is subject to applicable fees according to State’s fee schedule. Any unauthorized use of the Basement Area is a material breach of this agreement and may be the basis for termination. No other use is authorized unless approved in advance in writing by State.

2.2 **Grantee’s Use and Activities.** Grantee shall exercise its rights under this agreement so as to minimize, and avoid if reasonably possible, interference with State’s use of the Basement Area[, Access Route,] and adjoining park property for park purposes. Grantee shall at all times conduct its activities on the Basement Area[ and Access Route] so as not to interfere with, obstruct, or endanger the public or State’s operations or facilities.

2.3 **Unauthorized Improvements.** Any improvements not included in the original permitted use of the Basement Area, or as otherwise approved in advance in writing by State, are prohibited and may be cause for termination of this agreement. Improvements placed within the Basement Area without State’s prior written consent immediately become the property of State or at State’s option, must be removed by Grantee at Grantee’s sole cost.

2.4 **Monitoring.** Grantee shall test and monitor the Facilities as required by the appropriate regulatory authority or by State. Grantee shall provide test results to State at State’s request. State reserves the right to perform testing at any time on any portion of the Facilities.
2.5 Waste: Appearance and Condition of the Easement Area. Grantee shall not deposit refuse, garbage, or other waste matter in or on the Easement Area or Access Route. Grantee shall keep the Easement Area in a neat, clean, sanitary, and safe condition, and shall keep the Easement Area, the Facilities, and all items installed by Grantee in or on the Easement Area or Facilities in good condition, except only for reasonable wear and tear. Grantee shall store all trash, refuse, and waste material on the Easement Area so as not to constitute a nuisance, in adequately covered containers that are not visible to the public.

2.6 Hazardous Substances. Grantee shall not, without State’s prior written consent, use, store, generate, process, transport, handle, treat, release, or dispose of any hazardous substance or other pollutant in or on the Easement Area. The term “hazardous substance” means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et. seq.), or the Washington Model Toxic Control Act (MTCA, RCW 70.105D). Grantee shall immediately notify State if Grantee becomes aware of any release or threatened release of a hazardous substance or other pollutant on the Easement Area or adjoining property. If a release of any hazardous substance or other pollutant occurs in, on, under, adjacent to or above the Easement Area or adjacent property arising out of any action of Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, Grantee shall, at Grantee’s sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance or other pollutant in accordance with applicable laws. Any cleanup must be performed in a manner approved in advance in writing by State, except in emergency situations Grantee may take reasonable and appropriate actions without advance approval.

2.7 Wetlands. Grantee shall not cause damage to or conduct any filling of any wetlands without the proper written authorization from the appropriate government agency and without receiving prior written approval from State.

2.8 Timber and Vegetation Removal. Except as required by section 2.9, Weed Control, no timber or other vegetation may be cut or removed without the prior written consent of and compensation to State according to the policies of the Washington State Parks and Recreation Commission. If Grantee cuts or removes timber or vegetation, all subsequent growth belongs to State. Grantee shall not eradicate by broadcast brush spraying, or other methods of removal, any timber or vegetation on the Easement Area. Grantee shall take all reasonable precautions to protect timber and vegetation. Any damage to timber or vegetation not previously authorized by State must be paid for by Grantee at triple the appraised value as determined by State. In the event Grantee injures or damages timber or vegetation while responding to an emergency such as a fire, flood, or Facilities
failure, or necessary repair to the Facilities, Grantee shall immediately thereafter restore the ground to its prior condition replacement of any such timber or vegetation to State's reasonable satisfaction.

2.9 **Weed Control.** Grantee shall, at its own cost, control all noxious weeds on the Easement Area. Such weed control must comply with county noxious weed control board rules established under RCW chapter 17.10. Grantee shall be responsible, and shall immediately reimburse State, for any weed control cost incurred as a result of Grantee's failure to control weeds on the Easement Area. All methods of weed control must be approved in writing by State prior to beginning weed control activities. Aerial spraying is not permitted.

2.10 **Damage.** Grantee, when exercising the rights granted by this agreement, shall repair or cause to be repaired, at its sole cost, all damage to improvements on State lands occasioned by Grantee that is in excess of that which it would cause through normal and prudent exercise of such rights.

2.11 **Response to an Emergency.** Nothing in this agreement prevents Grantee from responding to an emergency relating to its Facilities on the Easement Area, provided Grantee immediately provides written notice to State of its emergency response.

2.12 **Use of Roads:** The speed limit within the park is 10 m.p.h. Pedestrians have right of way over vehicles at all times.

3.0 **RESERVATIONS**

3.1 **Reservations to State.** State reserves all ownership of the Easement Area [and the Access Route] and resources thereon (including timber) and the right of use for any purpose including: the right to remove resources within the Easement Area [and Access Route]; the right at all times to cross the Easement Area [and Access Route] at any place on grade or otherwise; the right to use, maintain, patrol, reconstruct, or repair the Easement Area [and Access Route]; the right to erect fences on, over, or across the Easement Area [or Access Route], or any part thereof; and the right to occupy the Easement Area [or Access Route] with State's facilities and equipment so long as the exercise of any such right by State does not unreasonably interfere with Grantee's rights granted by this agreement. State at all times retains control of park gates, roads, and lands. State may grant to third parties any and all rights reserved to State, including easements and leases, so long as any such right granted to any third party, or the exercise thereof, does not unreasonably interfere with Grantee's rights granted by this agreement. In the event State elects to exercise any right reserved under this agreement, including granting to third parties any right reserved under this agreement, State shall give written notice to Grantee.
3.2 Use of Area by State. (a) State is using or may use the Easement Area[ Access Route,] and adjoining park property for recreational park purposes; (b) new park facilities may be constructed in addition to or in replacement of already existing facilities; and (c) construction of new facilities may require the installation of roads and other fixtures or improvements over, upon, across, or under the Easement Area [or Access Route,] and, in addition, may require the location of structures with permanent foundations within the Easement Area[ or Access Route].

Nothing in this agreement prevents or precludes State from undertaking construction, installation, and use of the Easement Area[ Access Route,] or adjoining park property. State will not be liable to Grantee or any other party for loss or injury resulting from any damage or destruction of Grantee’s Facilities directly or indirectly caused by State’s use of the Easement Area[ Access Route,] or adjoining park property, or State’s facilities on the Easement Area[ Access Route,] or adjoining park property, excepting for loss or injury which results solely from State’s failure to exercise reasonable care not to damage or destroy Grantee’s Facilities.

Further, State is not liable to Grantee for any increased cost to Grantee of maintenance, repair, or replacement of its Facilities due to State’s use and development of the property.

3.3 Emergency Action. State may take such emergency action as is necessary to protect the public health, safety, and welfare, including, temporary closing or otherwise restricting Grantee’s use of the Easement Area[ or Access Route,]. Grantee shall have no recourse against State for any losses incurred as a result of State’s taking such emergency action.

4.0 CONSTRUCTION

4.1 Plan of Development. At least 30 days prior to any construction of the Facilities, or any other construction, including reconstruction, Grantee shall submit a completed Plan of Development to State for its written approval and verification. State’s approval will be contingent upon acceptance of the Plan of Development by the applicable permitting authorities. The Plan of Development must include the following:

a) Map showing areas where the construction is to occur, file reference #E646007PAC1, location of Facilities, and location of utility and other easements;

b) Land clearing, leveling, and erosion control plans;
c) Facilities Specifications, including specific physical characteristics, technical specifications, and components of the Facilities;

d) Schedule of completion dates for the Facilities components; and

e) Detailed description of activities to be conducted in the Easement Area.

No construction of any kind may take place within the Easement Area prior to State’s written approval of the Plan of Development and verification that Grantee has obtained all applicable permits. State will notify Grantee in writing of its verification of permits and approval of the Plan of Development. Nothing in this agreement imposes any duty or obligation on State to determine the adequacy or sufficiency of Grantee's Plan of Development or to ascertain whether Grantee’s construction is in conformance with the Plan of Development and Facilities Specifications approved by State.

During construction and maintenance, Grantee shall minimize soil erosion and damage to soil. Grantee’s equipment shall not be operated when ground conditions are such that excessive soil damage or erosion will occur.

In case of incomplete construction, Grantee shall restore the Easement Area to its original condition, if State determines it to be in the best interest for managing the Easement Area.

4.2 Survey Markers. Grantee shall not destroy or disturb any survey markers (including but not limited to corner markers, witness objects, or line markers) without State’s prior written approval. Markers that must necessarily be disturbed or destroyed during construction must be adequately referenced and replaced in accordance with all applicable laws of the state of Washington, including but not limited to RCW 58.24, and all State regulations pertaining to preservation of such markers. Grantee shall re-establish such markers using a licensed land surveyor or public official as prescribed by law according to U.S. General Land Office standards at Grantee’s sole cost.

4.3 As-Built Survey. Grantee shall promptly provide State with as-built drawings and a GPS survey recorded as a digital file on a compact disc showing the location of the Facilities on State's property. Said survey must be based on either the decimal degree or NAD 83 Washington State Plane South coordinate system and must be formatted as an ArcGIS shapefile of points.

4.4 Work Standards. Grantee shall perform all work in accordance with the Plan of Development submitted to and approved by State and Grantee shall complete all work in a careful and workmanlike manner to State’s satisfaction, free of claims or liens.
4.5 **Inspectors.** State may appoint one or more representatives to serve as inspectors to oversee work performed by Grantee in the Easement Area. Grantee shall not carry on any work unless it has given such notice thereof as State has requested so as to allow for the presence of State’s inspectors. Grantee and its contractors and subcontractors shall promptly and fully comply with all orders and directions of State’s inspectors, including without limitation, cessation of work, and Grantee’s construction contracts must so provide. Grantee shall promptly pay State’s charge for such inspectors, including salary, lodging, and travel expenses.

4.6 **Archaeology.** In the event archaeological, cultural, or historic resources are found or unearthed during any work or construction, Grantee shall comply with the provisions of RCW chapter 27.44 and RCW chapter 27.53 and the rules of the Office of Archaeology and Historic Preservation. Upon discovery of any such resources, Grantee shall promptly stop work and notify State.

4.7 **Restoration.** Upon completion of construction authorized under this agreement, and upon completion of any subsequent work performed by Grantee, Grantee shall remove all debris and restore the surface of the Easement Area as nearly as possible to the condition in which it was at the commencement of work and shall remove any and all equipment and materials used in the construction.

5.0 **INSURANCE**

5.1 **Insurance.** Grantee shall maintain insurance or risk pool coverage in an aggregate limit of not less than $10,000,000.00 that will cover loss, damages, or claims related to the use of the Easement Area. The County shall defend, indemnify, and hold harmless State, its agents, employees and officers from any and all liability arising out of the performance of this agreement, whether by act or omission of the City/County, its agents, employees, or officers.

6.0 **TERMINATION**

6.1 **Termination for Breach.** If Grantee breaches any provision of this agreement, State may terminate this agreement after Grantee has been given 30 days’ written notice of the breach and (1) the breach has not been corrected within such time; or (2) if the breach cannot be reasonably corrected within such 30 day period, Grantee has not commenced correction and continued correction with reasonable diligence.

The occurrence of any of the following events is a breach that allows immediate termination of this agreement (30 days’ written notice not required): if Grantee makes an assignment for the benefit of creditors or files a voluntary petition under any bankruptcy act or other law for the relief of debtors; or if an involuntary petition is filed under any bankruptcy act or other law for the relief of debtors; or an order for relief is entered for or against Grantee under any bankruptcy act or
other law for the relief of debtors; or if any department of any government or any officer thereof takes possession of Grantee’s business or property. Upon any such occurrence State, at its option, may, in addition to any other remedy available at law or equity or under this agreement, terminate this agreement by notice to Grantee and upon such termination Grantee shall quit and surrender the Easement Area to State, but Grantee shall remain liable as provided by this agreement.

6.2 Termination for non-use. In the event that Grantee does not commence use of the Easement Area within a period of two years following the Effective Date, this agreement terminates. However, an extension of time may be granted upon written request prior to the expiration date of the two year period and upon such additional terms and conditions as State may specify, including modification of the consideration due State, which may include additional charges for administrative costs and appreciation of land and valuable material.

If Grantee ceases to use the Easement Area for a period of two years, this agreement terminates.

6.3 Effect of termination. In the event that this agreement is terminated for any reason, Grantee’s rights within the Easement Area immediately revert to State, and the Easement Area will be freed from the easement as fully and completely as if this agreement had not been entered into. Upon termination, all Facilities on the Easement Area are forfeited and become the property of State subject only to any previously approved waiver of interest or security interest. In addition to the right of termination, State has any other remedy available in law or equity. Any Grantee obligations not fully performed upon termination continue until fully performed. The failure of State to exercise any right at any time will not waive State’s right to terminate for any future breach or default. The failure by State to provide notice to Grantee does not relieve Grantee of its obligations under this agreement.

6.4 Removal of Improvements and Equipment. All Facilities that remain on the Easement Area 60 days from the termination of this agreement, become the property of State and become a part of the land upon which they are located; provided, however, that any time within 60 days after the termination of this agreement, Grantee is entitled to remove the Facilities; or, State may require Grantee to remove the Facilities, at Grantee’s cost. All tools, equipment, and other property not permanently affixed upon the land by Grantee remain Grantee’s property. Grantee shall, within 60 days after termination of this agreement, remove all such tools, equipment, and other property not permanently affixed upon the land.
7.0 GENERAL TERMS AND CONDITIONS

7.1 Compliance with Laws and Regulations. Grantee shall comply with all applicable laws, including all federal, state, county, and municipal laws, ordinances, and regulations in effect for the design, construction, maintenance, operation, or improvement of the Facilities and use of the Easement Area. Grantee shall so comply in a timely manner and at its sole cost.

In addition to complying with those laws of the state of Washington pertaining to forest protection, Grantee shall comply with any requirements pertaining to burning procedure, blasting, watchman, extra patrol, pumpers, tankers, fire hose, fire tools, etc., that State deems necessary for prevention and suppression of fire resulting from construction operations.

7.2 Ownership and Maintenance of Facilities. The Facilities authorized in this agreement must be continuously owned and maintained by Grantee at Grantee's sole expense.

7.3 Assignment. Neither this agreement, nor any of the right granted by this agreement, may be assigned without State's prior written consent, except that the rights granted by this agreement may be used by any employee, contractor, or representative of Grantee while engaged in Grantee's operations. In processing a request for assignment, State will charge Grantee its administrative costs and require additional compensation for any additional use or user. In the event State consents to the assignment of Grantee's interest in this agreement, State reserves the right to unilaterally amend, or terminate and replace, this agreement to accommodate any change in circumstances, conditions, or parties. These rights are in addition to and not a limitation upon State's discretionary authority under this section.

7.4 Successors. The rights and obligations of the parties inure to the benefit of and be binding upon their respective successors and assigns.

7.5 Indemnity. Grantee shall indemnify State for any and all liability or loss, including costs and reasonable attorneys' fees incurred by State in defense thereof, arising from acts or omissions of Grantee, or Grantee's employees, agents, or contractors, in the exercise of the rights granted in this agreement. However, Grantee is not required to indemnify State for liability or losses arising out of bodily injury to persons or damage to property caused by the sole negligence of State or State's employees or agents. If the liabilities or losses are caused by the concurrent negligence of Grantee, or Grantee's employees, agents, or contractors, and State or State's employees or agents, Grantee shall indemnify State only to the extent of the negligence of Grantee or Grantee's employees, agents, or contractors.
To the extent State is authorized by law to do so, State shall indemnify Grantee for any and all liability or loss, including costs and reasonable attorneys’ fees incurred by Grantee in defense thereof, arising from acts or omissions of State, or State’s employees, agents, or contractors, in the exercise of the rights granted in this agreement. However, State is not required to indemnify Grantee for liability or losses arising out of bodily injury to persons or damage to property caused by the sole negligence of Grantee or Grantee’s employees or agents. If the liabilities or losses are caused by the concurrent negligence of State, or State’s employees, agents, or contractors, and Grantee or Grantee’s employees or agents, State shall indemnify Grantee only to the extent of the negligence of State or State’s employees, agents, or contractors.

7.7 **Attorney Fees.** In the event State is required to incur attorney fees and costs to enforce Grantee’s obligations under this agreement, in addition to any other relief to which State may be entitled, Grantee shall pay to State its costs and reasonable attorney fees.

7.8 **Venue and Governing Law.** Venue for any action related to this agreement is in Thurston County Superior Court. The laws of the state of Washington govern any dispute and the interpretation of this agreement.

7.9 **Notices and Submittals.** All notices, demands, and requests required under this agreement must be in writing sent by United States registered or certified mail, postage prepaid, and shall be addressed as follows:

If to State:

Washington State Parks and Recreation Commission 
Lands Program 
P.O. Box 42650 
Olympia, WA 98504-2650 
Or email LandProg@parks.wa.gov 
Ph: (360) 902-8500 
Fax: (360) 902-8840

With a copy to:

Millersylvania State Park 
12245 Tilley Road South 
Olympia, WA 98512-9167 
(360) 753-1519

If to Grantee:

Pacific County Department of Public Works 
211 North Commercial St. 
Raymond, WA 98577 
(360) 875-9368

Or at such other place as either party may from time to time designate by written notice to the other.

Easement and Agreement # E646007PAC1
Notices, demands, and requests served upon State or Grantee as provided in this section are sufficiently given for purposes of this agreement three days after such notice, demand, or request is mailed. When a notice, demand, or request is mailed by State, it is considered mailed on the date transferred to State’s Consolidated Mail Services.

All notices, demands, or requests sent to State shall refer to file #B646007PAC1 in the subject line.

7.10 **Force Majeure.** Grantee’s failure to comply with any of the obligations under this agreement will be excused only if due to causes beyond Grantee’s control and without the fault or negligence of Grantee, including acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics, and strikes.

7.11 **Amendments.** Any amendments to this agreement or the attached exhibits must be made in writing, executed by the parties, and neither State nor Grantee shall be bound by verbal or implied agreements.

7.12 **Discrimination.** Grantee shall not unlawfully discriminate against any person on the basis of race, color, creed, religion; sex, sexual orientation, age, or physical or mental disability or allow any such discrimination by Grantee’s employees, agents, representatives, or contractors.

7.14 **Interpretation.** This agreement has been submitted to the scrutiny of all parties hereto and their counsel if desired, and must be given a fair and reasonable interpretation in accordance with the words of this agreement, without consideration or weight being given to its having drafted by any party hereto or its counsel.

7.15 **Non-Waiver.** No failure of State to insist upon the strict performance of any provision of this agreement may be construed as depriving State of the right to insist upon strict performance of that provision or any other provision in the future. No waiver by State of any provision of this agreement is made unless made in writing, signed by State.

6.18 **Remedies Cumulative.** The specified remedies to which State may resort under this agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which State may lawfully be entitled in case of any breach or threatened breach by Grantee. In addition to the remedies provided in this agreement, State is entitled to restraint by injunction of the violation, or attempted or threatened violation, of any of the terms and conditions of this agreement.
6.19  **Severability.** If any term of this agreement is found to be to any extent invalid or unenforceable, the remainder of this agreement, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other term of this agreement shall be valid and be enforced as written to the fullest extent permitted by law.

6.21  **Recording.** Upon full execution, Grantee shall promptly record this agreement in Pacific County and shall provide a copy of the recorded agreement to State.

IN WITNESS WHEREOF; the parties hereto have executed this instrument as of the date first above written.

**GRANTEE**

By  

Name  

Title  

**WASHINGTON STATE PARKS AND RECREATION COMMISSION**

By  

Peter Herzog, Assistant Director  
Under Commission delegated authority of  
September 26, 2013

Approved as to form only:

BOB FERGUSON  
Attorney General  

By /s/Michael M. Young  
MICHAEL M. YOUNG  
Assistant Attorney General

Easement and Agreement # E646007PAC1  
Page 12 of 16
GRANTEE’S ACKNOWLEDGMENT

STATE OF WASHINGTON )
County of ) ss.

THIS IS TO CERTIFY that on this day, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

[Name] to me known to be the [Name] of

[Name], that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said [Name], for the uses and purposes therein mentioned, and on oath stated that ___ was authorized to execute the said instrument.

WITNESS my hand and official seal this _____ day of ______________________, 20__.

________________________________________

Notary Public in and for the State of Washington
residing at ______________________________________
My commission expires ______________________
WASHINGTON STATE PARKS & RECREATION COMMISSION
ACKNOWLEDGMENT

STATE OF WASHINGTON  )
   ) ss.
County of THURSTON  )

THIS IS TO CERTIFY that on this day, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared
________________________ to me known to be the ______________________ of the Washington State Parks and Recreation Commission that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said Commission, for the uses and purposes therein mentioned, and on oath stated that ______ was authorized to execute the said instrument.

WITNESS my hand and official seal this _____ day of __________________, 20__.

__________________________________________
Notary Public in and for the State of Washington
residing at ________________________________
My commission expires ____________________

Basement and Agreement # E646007PAC1
Page 14 of 16
EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

Beginning at the section corner common with Sections 25, 27, 33 & 34 of Township 14 North, Range 8 West, W.M.
Thence N 88°29'40" W along the south section line of Section 28 a distance of 1,328.48 feet
Thence N 02° 18’ 24” E a distance of 783.78 feet
Thence S 87° 41’ 36” E a distance of 403.43 feet to the point of beginning of a 40 foot wide easement dedicated to the public for road construction, maintenance, and utilities the centerline described as:
Thence along a curve to the left Delta 26° 15’ 53” radius 120.23 feet and length 55.11 feet
Thence N 51° 07’ 45” W a distance of 33.84 feet
Thence along a curve to the right Delta 90° 16’ 18” radius 99.52 feet length 156.80 feet and the end
That portion within the old Northern Pacific Railroad right of way (State Parks) approximately 0.12 acres.

Situate in Pacific County, WA
Approve the Digital Submittal Certification of Traffic Law Enforcement Certification 2017, Annual Certification 2017, and Fish Passage Barrier Removal Certification 2017 reports to the County Road Administration Board and authorize Chair to sign.
The documents checked below are hereby submitted from Pacific County for the review and acceptance of the County Road Administration Board.

2017 RAP Certification of Road Fund Expenditures for Traffic Law Enforcement

I hereby certify that the above report is true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with WAC 136.

Signed: [Signature] Date: 2-8-13
County Sheriff

Signed: [Signature] Date: 2-12-18
County Auditor

Chair / Executive

2017 Certification of Road Fund Expenditures for Fish Passage Barrier Removal

2017 Annual Certification

I hereby certify that the Fish Passage Removal and Annual Certifications are true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with WAC 136.

Signed: [Signature] Date: [Signature]
Chair / Executive

County Engineer

2017 Annual Construction Report

2017 County Arterial Preservation Report

2017 Maintenance Management Annual Certification

I hereby certify that the Annual Construction Report, County Arterial Preservation Report, and Maintenance Management Certification are true and accurate and that I have reviewed, approved, and submitted said reports to the County Road Administration Board in accordance with WAC 136.

Signed: [Signature] Date: [Signature]
County Engineer

https://www.crab.wa.gov/cars/ 2/6/2018
Pacific County 2017
CERTIFICATION OF ROAD FUND EXPENDITURES FOR TRAFFIC LAW ENFORCEMENT
WAC 136-150-022

Total Road Levy:
Budgeted Road Levy revenue (as listed on the Road Levy Certification - WAC 136-150-021):
$3,150,128.00
Actual Road Levy revenue produced:
$3,175,086.19

Traffic Law Enforcement Paid by Road Levy Diversion:
Budgeted Road Levy Diversion (as listed on the Road Levy Certification - WAC 136-150-021):
Actual amount of Diverted Road Levy:
Was Diverted Road Levy deposited in a specific and identifiable account (RCW 36.82.040):
Traffic Law Enforcement Paid by Road Fund Expenditures:
Budgeted cost reimbursements and/or operating transfers from the Road Fund:
$310,801.00
Actual total amount of cost reimbursements and/or operating transfers from the Road Fund:
$310,800.46
Total Road Portion Traffic Law Enforcement Expenditures:
$310,800.46
Total Traffic Law Enforcement Expense (ALL COUNTY FUNDS):
$310,800.46

RCW 36.79.140 provides that only those counties that during the preceding twelve months have spent all revenues collected for road purposes only for such purposes, including traffic law enforcement, as are allowed by Article II, Section 40 of the Washington State Constitution, are eligible to receive funds from the Rural Arterial Trust Account.

This form must be reviewed and certified (on the "Engineer's Certification Form") by:
- County Sheriff
- County Auditor OR Charter designated Chief Financial Officer
- Chair, Board of County Commissioners OR County Executive

https://www.crab.wa.gov/cars/ 2/5/2018
Pacific County Annual Certification For Calendar Year 2017
WAC 136-04

MANAGEMENT AND ADMINISTRATION

A. During 2017 the County Engineer performed the duties and had the responsibilities specified in RCW 36.80.030.

B. At any time during 2017 was there a vacancy/change in the position of County Engineer? If so, were the procedures in WAC 136-12 followed?

C. The processing of County Road Accident Reports during 2017 complied with WAC 136-28.

D. Priority Programming techniques were applied to the ranking of all potential projects on the arterial road system in 2017 per WAC 136-14-020.

E. As of December 31, 2017 the management of the county road department was in accordance with policies set by the county legislative authority including, but not limited to, the following specific policies required by WAC 136-50-050:

*Has your agency sent the most recently adopted version to CRAB WAC 136-50-051?

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<th>WAC</th>
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<td>Re: Complaint Handling</td>
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<td>Re: Work for Others</td>
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<td>09/10/2010</td>
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<tr>
<td>Re: Priority Programming</td>
<td>136-14-030</td>
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F. The following were submitted to CRAB in a timely manner:

https://www.crab.wa.gov/cars/
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<td>31-DEC-16</td>
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<td>03/15/2017</td>
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<tr>
<td>'16 Road Log Update</td>
<td>136-60-030</td>
<td>01-MAY-17</td>
<td>04/21/2017</td>
<td>04/21/2017</td>
</tr>
<tr>
<td>'17 PMS Certification for CAPA Eligibility</td>
<td>136-70-070</td>
<td>31-DEC-17</td>
<td>11/08/2017</td>
<td>11/08/2017</td>
</tr>
</tbody>
</table>

G. Projects to which construction expenditures were charged were all on the originally adopted 2017 Annual Program or as amended per WAC 136-16-042 - Attach Amendments. (If No, please attach a brief explanation.)

Explanation:
See attached amendment

H. The County's construction by county forces limit for 2017 computed in accordance with RCW 36.77.065: $807,344.80

I. The actual expenditure for construction by county forces as reported in the 2017 Annual Const. Report: $47,812.00

J. As required by WAC 136-20-060, a written Bridge and Inspection Report for 2017 was furnished to the legislative authority on (attach a copy): 11/14/2017

https://www.crab.wa.gov/cars/
FISH PASSAGE CERTIFICATION
WAC 136-150-023
Submitting County: Pacific       Budget Year: 2017

Fish Passage Barrier Removal Projects

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Total Project Cost</th>
<th>Cost Outside of ROW</th>
<th>% of Total Cost (25% Allowed by WAC)</th>
</tr>
</thead>
</table>

Total Expenditures for Fish Passage Barrier Removal Outside County Rights-of-Way

Total Annual Road Construction Budget: $1,574,126.64

\[ X \times 0.005 \]

1/2% of Total Annual Road (Limit of "Outside of Right-of-Way" expense) = $7,870.63

Total Expenditure for Fish Passage Barrier Removal Outside County Right-of-Way $0.00

RCW 36.79.140 provides that only those counties that during the preceding twelve months have spent all revenues collected for road purposes only for such purposes, including removal of barriers to fish passage and accompanying streambed and stream bank repair as specified and limited by RCW 36.82.070, as are allowed by Article II, Section 40 of the Washington State Constitution, are eligible to receive funds from the Rural Arterial Trust Account.
Approve Access Permit for three (3) years with Hancock Timberland X Inc. for use of gated road to access Holy Cross Communication Tower site and authorize County Engineer to sign.

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: DPW

OFFICIAL NAME & TITLE: Mike Collins, County Engineer

PHONE / EXT: 360-875-9368

SIGNATURE: [Signature]

DATE: 2-27-18

NARRATIVE OF REQUEST

Attached for the Board’s consideration is an Access Agreement with Hancock Forest Management Inc. to use their gated road via US Hwy 101 and Walch Rd to access our Holy Cross Communication tower. This new route will replace the Hammond Road access previously used. The term is for 3 years with the option to extend upon review at the end of the 3 year period. Consider County Engineer to sign.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

Approve Access Permit for three (3) years with Hancock Timberland X Inc. for use of gated road to access Holy Cross Communication Tower site and authorize County Engineer to sign.
ACCESS PERMIT

THIS ACCESS PERMIT ("Permit") is made and entered into as of the ___ day of ________, 2018, by and between Salmon Timberlands II, LLC, a Delaware limited liability company, and Hancock Timberland X, Inc., a Delaware corporation (individually and collectively "Landowner"), acting by and through its property manager and limited agent, Hancock Forest Management Inc. ("HFM"), whose address is 17700 SE Mill Plain Blvd, Ste 180, Vancouver, WA 98683 and Pacific County, Department of Public Works ("Permittee"), whose address is PO Box 66, South Bend, WA 98586-0066. This Permit consists of the terms and conditions set forth following the signatures of Landowner and Contractor (individually, a "Party" and collectively, the "Parties") listed below.

LANDOWNER

HANCOCK TIMBERLAND X INC., a Delaware corporation
By: Hancock Natural Resource Group, Inc.
   Its Advisor
      By: Hancock Forest Management Inc.,
          as Limited Agent

   By: ____________________________
       Dave Boyd, Region Manager

SALMON TIMBERLAND II LLC, a Delaware limited liability company
By: Hancock Natural Resource Group, Inc.
   Its Advisor
      By: Hancock Forest Management Inc.,
          as Limited Agent

   By: ____________________________
       Dave Boyd, Region Manager

PERMITTEE

PACIFIC COUNTY, DEPARTMENT OF PUBLIC WORKS

By: ____________________________
   Name: __________________________
   Title: __________________________

Certificate of Ins. #: ______________________
Fed ID#: ____________________________
Workers’ Comp. #: _____________________
UBI #: _____________________________
Timber Operator #: N/A

EXHIBITS:
Exhibit A: Description of the Premises
Exhibit B: Map of the Premises
Exhibit C: Description of Permittee’s Operations
Exhibit D: Insurance Requirements
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **GRANT**

   Landowner does hereby grant to Permittee, non-exclusive permission to use a certain road (the “Road”) constructed on the land owned by Landowner and described in Exhibit A (the “Premises”), and located approximately as shown on Exhibit B attached hereto, but only as reasonably necessary for the purpose of access, location, construction, installation, maintenance, repair and operation of a communication facility located in Section 14, Township 14 North, Range 09 West, W.M., Pacific County, Washington (the “Operations”). The Premises are part of certain land (the “Managed Land”) owned by Landowner and managed by HFM. Permittee shall use and maintain the Road in a business like and efficient manner, in accordance with industry standards and all requests of Landowner, and shall keep and observe all state and federal laws, rules and regulations now or hereinafter applicable to any operations and to the employment of labor with respect thereto including without limitation, laws, rules and regulations pertaining to protection and conservation of fish and game and the prevention of pollution of any streams and water sources. Permittee shall secure all licenses and permits and file all notices by law required relating the Permittee’s performance hereunder, and shall provide to Landowner evidence of compliance with said requirements.

2. **TERM**

   This Permit is for an initial term of three (3) years commencing on __________, 2018, and terminating on __________, 2021. This Permit may be extended for additional three (3) year terms, after review and consideration of the terms, conditions and fees of by the parties hereto. Either party may elect to terminate this Permit at any time by giving notice of its election to terminate at least thirty (30) days prior to the date of termination.

3. **MONETARY CONSIDERATION**

   For and in consideration for the rights granted under this Permit, Permittee shall pay Landowner the sum of $N/A for the use of Landowner’s Road.

4. **ASSUMPTION OF RISK AND LIABILITY BY PERMITTEE**

   Permittee acknowledges that it has inspected the Premises and is familiar with the condition thereof and is entering into this Permit with full knowledge of the state and condition of the Premises and the roads thereon, and accepts the Premises and the roads thereon “AS IS.” Neither HFM nor Landowner makes any warranty or representation as to the present or future condition, safety, or suitability of the roads for use by Permittee, the condition or use of the Premises, or the character of the traffic on any of its roads. Permittee, on behalf of itself, its employees, contractors, subcontractors, agents, invitees, licensees or other third parties performing services for Permittee on the Premises or in conjunction with the Operations or this Permit, expressly assumes all risks associated with its Operations and all activity which takes place on the Premises and the roads thereon, including, but not limited to, the use of primitive
unsigned roads or trails and unstable soil conditions on or in the vicinity of the Premises, whether conducted by the Permittee, or any party associated with Permittee. Permittee understands and agrees that Landowner would not have granted this Permit without such an express assumption of all risks by Permittee. The parties agree that in consideration of this Permit, and the detailed inspection of the Road made by Permittee prior to the execution hereof, Permittee waives any and all claims to any damage or damages by reason of death or injury to any party, caused by reason of acts of nature, latent defects of existing structures and conditions of the Road, roads or any equipment thereon. The parties further agree that Permittee is aware that Landowner may engage in felling, cutting, hauling away of trees, and other forest products situated and growing upon the Managed Land, and it shall be the duty of Permittee to take care to be aware of and avoid those areas of on which logging or similar operations are taking place until advised in writing by Landowner. Landowner shall not be liable for any injury or death caused by failure of Permittee, its agents, servants and employees to so act.

5. INDEMNIFICATION.

5.1 Notwithstanding anything herein to the contrary, to the fullest extent allowed by law Permittee agrees to reimburse, indemnify, defend and hold harmless, Landowner, HFM, Hancock Natural Resource Group, Inc., and Manulife Financial Corporation its wholly and majority owned affiliates, and subsidiary companies and their respective officers, insurers, agents and employees (individually and collectively, the “Indemnified Parties”), the Premises and the Managed Land from any and all costs, expenses, damages, penalties, liens, charges, claims, injuries, environmental cleanup or remediation obligations, demands or liabilities whatsoever, whether direct, contingent or consequential (including reasonable attorneys’ fees and court costs) (hereinafter in this Article V referred to collectively as “Claim”) arising out of or in any manner connected with or resulting from (i) the acts, omissions, activities, or Operations hereunder of Permittee and/or Permittee’s servants, employees, subcontractors, agents, permittees, invitees, independent contractors and/or assigns (“Permittee’s Responsible Parties”), as the case may be, (ii) any material breach of Permittee’s representations and/or warranties; or (iii) the failure of Permittee to fulfill any of its covenants or agreements under this Permit, which may be suffered by the Indemnified Parties, the Premises, or the Managed Land or asserted by any third party whomsoever, including, but not limited to, Permittee’s Responsible Parties and governmental agencies. Permittee shall, at Permittee’s own cost and expense, defend (with outside counsel reasonably acceptable to Landowner or by the appointment of the County Prosecutor or his/her staff attorney) against any and all actions, suits or other legal proceedings that may be brought or instituted against any of the Indemnified Parties, the Premises, or the Managed Land on any such Claim and shall pay or satisfy any judgment or decree that may be rendered against any of the Indemnified Parties, the Premises, or the Managed Land in any such action, suit or legal proceeding which may result therefrom.

5.2 Without limiting the generality of the foregoing, Permittee assumes liability for actions brought by any of Permittee’s Responsible Parties. Permittee’s indemnity obligation hereunder shall not be limited by any workers’ compensation, benefits or disability laws and Permittee waives any immunity that Permittee may have under any applicable industrial insurance law or act or similar workers’ compensation, benefits or disability laws. The foregoing waiver was negotiated mutually by Landowner and Permittee.
5.3 Permittee releases and waives all claims against the Indemnified Parties with respect to any claim or injury arising from the Operations of Permittee under this Permit.

6. INSURANCE REQUIREMENTS

Before commencing Operations and at all times that this Permit is in effect, Permittee and Permittee’s Responsible Parties shall comply with the insurance requirements described in Exhibit D attached hereto.

7. COMPLIANCE WITH LAWS AND REGULATIONS

7.1 Permittee shall comply with all rules and regulations now existing or hereafter made by Landowner which are applicable to all other users of the Road. In addition, Permittee shall comply with all applicable laws, statutes, ordinances, rules and regulations of federal, state and local governments and agencies thereof, including, but not limited to, those relating to forest roads, traffic safety, wetlands, environmental protection, forest practices, conservation practices, hazardous waste or materials, explosives, protection of threatened and endangered species, water resources, wetlands, shorelines and the prevention, suppression and control of fire, and all valid orders of federal and state officials pertaining thereto (“Applicable Laws”).

7.2 Permittee shall, at its sole cost and expense, be responsible for any deviations from or infractions of Applicable Laws, and shall indemnify, defend and hold the Indemnified Parties harmless for any cost, loss, liability or obligation which any party may sustain or incur by reason of the failure by Permittee to comply with any and all such Applicable Laws. In the event that Permittee receives a notice of a deviation or infraction from any governmental entity or agency, Permittee shall immediately notify Landowner and provide copies of all pertinent documentation with regard to such deviation or infraction. Permittee shall ensure that any and all subcontractors performing work, or providing materials, in conjunction with Permittee’s activities pursuant to this Permit comply with all applicable federal, state and local laws, rules and regulations. Upon request, Permittee shall provide evidence satisfactory to Landowner of Permittee’s compliance hereunder.

8. FIRE PROTECTION AND SUPPRESSION

8.1 Permittee shall use its best efforts to prevent fires from starting on or spreading, to or from the Premises or other land adjacent thereto. Permittee shall comply with all relevant federal, state and local laws and regulations, and all reasonable requests of Landowner with respect to fire prevention and control, including but not limited to, any requirements relating to fire fighting tools in the possession of Permittee or Permittee’s employees. Permittee shall suspend Permittee’s use of any roads and/or the Premises when, in the absolute discretion of Landowner, or any state or federal forestry officials, such suspension is required because of a significant fire hazard. Permittee shall promptly notify Landowner and the appropriate government authorities upon becoming aware of any fire on or near the Premises that may spread to or threaten any part of the Premises or any other property managed by Landowner.
8.2 Permittee assumes all liability for, and agrees to indemnify and hold the Indemnified Parties harmless from and against all claims, damages, losses, penalties, suits or costs (including reasonable attorneys’ fees and court costs), in any manner arising from fire originating on the Premises or other land adjacent thereto, if such fire results from the act, omission or negligence of Permittee, its employees, subcontractors, agents, or invitees, or Permittee’s failure to comply with any provision of this Permit or any law, rule or regulation relating to fire prevention or fire suppression.

9. **USE AND MAINTENANCE OF PREMISES**

9.1 Permittee shall not commit or suffer to be committed any waste upon the Premises nor allow or cause the Premises to be used for any improper or unlawful purpose or for any purpose not expressly permitted under this Permit. Permittee shall pay when due all costs arising in connection with any of its activities on the Premises.

9.2 Permittee shall not cut, damage, destroy, nor otherwise remove timber, or any other natural resource, located on the Premises or otherwise belonging to the Landowner, without Landowner’s prior written consent. Such cutting, damaging or destroying of any such timber shall be considered a willful trespass. The parties agree that the damage resulting from such trespass is difficult to ascertain. As a result, Permittee shall pay to Landowner a sum equal to three times the fair market value of the timber that is cut, damaged or destroyed, together with all incidental costs sustained by Landowner on account of the cutting, damaging or destroying of such timber. The parties agree that such a fee represents a fair and reasonable estimate of the cost Landowner will incur by reason of such a trespass.

9.3 The Road, as currently developed, shall be repaired and maintained in its current condition, subject to the terms of this Permit, including, without limitation the terms and conditions set forth in attached Exhibit C. All approved alterations, additions, and improvements will be completed free of any liens or encumbrances and in a good and workmanlike manner, in conformance with all applicable laws and regulations.

9.4 Permittee agrees to keep the roads used by the Permittee on the Premises open. Permittee shall not (i) obstruct any roads on the Premises; (ii) land any logs or other forest products alongside any road on the Premises without first obtaining Landowner’s prior written consent; or (iii) load any trucks on any road on the Premises without Landowner’s prior written consent.

9.5 This Permit shall be subject to, and Permittee shall comply with, the speed limits, traffic control and other regulations promulgated from time to time by Landowner or any governmental agency having jurisdiction over the Premises. Landowner may, in its absolute discretion, close any road on the Premises during periods of high fire danger or soft road conditions. Permittee shall drive safely at all times, stay to the right and be able to stop within half of Permittee’s sight distance. Permittee shall at all times observe a maximum speed limit of 25 miles per hour and drive with lights on and seat belt fastened. Forest management traffic such as log trucks, rock trucks, service trucks and crew vehicles have right-of-way.
9.6 Permittee shall protect all survey monuments, witness corners, reference monuments and bearing trees on the Premises against destruction, obliteration or damage. If any monuments, corners or accessories are destroyed, obliterated or damaged by Permittees use of the Premises, Permittee, at its sole cost and expense, shall hire a registered land surveyor to establish or record the monuments, corners or accessories, at the same location and shall record such survey in the appropriate county records.

9.7 Permittee shall conduct its activities and Operations so as to cause the least possible damage to the soil, slopes, roads and any surrounding standing timber on the Premises. Permittee shall pay and be responsible for any damage to the roads caused by its Operations which is in excess of that which would be caused through normal and prudent usage of said roads. Permittee shall at all times during its use of the Premises: (i) keep the Premises and all roads in good condition; (ii) reduce fire hazards; (iii) protect the environment and natural soil conditions; (iv) prevent siltation in the streams; and (v) avoid disturbing streambeds, both intermittent and permanent. No fires or open flame. No smoking while outside vehicle. No camping or other recreational use allowed under this permit.

9.8 All of Permittee’s vehicles using roads on the Premises shall display a permit or other form of identification approved by Landowner. No gates will be blocked. Permittee will not operate any wheeled or tracked vehicle off existing roads and will not use any ATVs or off-road vehicles of any type.

10. ENVIRONMENTAL LAWS

10.1 Unless otherwise specifically authorized in writing, Permittee shall not bring onto the Premises, dispose of, or otherwise release any hazardous waste or materials or containers containing any hazardous waste or materials in, on or under the Premises or any adjacent property. As used herein, the term “hazardous waste or materials” includes any substance, waste or material designated as hazardous, toxic or dangerous by any applicable federal, state or local law, regulation, rule or ordinance, including, without limitation, petroleum products. If Permittee is permitted to bring hazardous waste or materials on the Premises by Landowner, Permittee shall (1) comply with all requirements of any constituted public authority and all federal, state, and local codes, statutes, rules and regulations, and laws, whether now in force or hereafter adopted relating to Permittee’s use of the Premises, or relating to the storage, use, disposal, processing, distribution, shipping or sales of any hazardous waste or materials; (2) comply with any reasonable recommendations by the insurance carrier of either Landowner or Permittee relating to the use by Permittee on the Premises of such hazardous materials; (3) refrain from unlawfully disposing of or allowing the disposal of any hazardous materials upon, within, about or under the Premises; and (4) remove all hazardous materials from the Premises, in compliance with all applicable laws.

10.2 Permittee shall indemnify and hold harmless the Indemnified Parties and their successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney’s fees and costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, any so-called
state or local "Superfund" or "Superlien" law, or any other federal, state or local statute, law or ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous waste or materials) paid, incurred or suffered by, or asserted against, the Indemnified Parties as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for the escape, seepage, leakage, spillage, discharge, emission or release of any hazardous waste or materials that was caused directly or indirectly by Permittee's Responsible Parties.

10.3 Unless otherwise agreed in writing, if Permittee has occasion or need to dispose of hazardous or toxic substances or wastes, Permittee will retain an independent hazardous waste disposal firm to dispose of any and all such substances at an off-site facility which has been properly approved, licensed and authorized to accept such substances. Permittee will ensure that the disposal firm is properly licensed and in good standing with the applicable regulatory authorities for such work, and has all required transporter identification numbers.

10.4 If a spill or release of oil or hazardous materials by Permittee on the Premises or land adjacent thereto occurs, Permittee will at a minimum (1) immediately notify Landowner of such spill or release, and (2) promptly comply with all federal, state and local spill notification and response requirements, including, but not limited to, all federal and state health and safety requirements. Permittee shall also pay all costs, expenses, penalties, and damages associated with any cleanup, restoration, or mitigation related to such spill or release.

10.5 The obligations and indemnities contained in this Section shall survive the termination of this Permit.

11. TERMINATION FOR BREACH

If Permittee breaches any of its obligations under this Permit or any other agreement to which Permittee is a party with Landowner, Landowner may terminate this Permit immediately, without notice to Permittee. Upon termination under this Section 11, Landowner shall be entitled to take immediate steps to prevent Permittee from using the Premises and to remove Permittee and its equipment. The foregoing remedies shall not be deemed exclusive but shall be in addition to all other remedies available at law or in equity.

12. REMOVAL OF PROPERTY

Upon expiration or earlier termination of this Permit, Permittee shall remove all of its equipment and all materials, tools, rubbish, and all other property placed on the Premises by Permittee, and leave the same in a clean and satisfactory condition. If any equipment is not removed within thirty (30) days after the completion or earlier termination of this Permit, Landowner shall have the right to take possession of, store or otherwise remove and dispose of said equipment at the expense of Permittee. Permittee shall not dispose of waste, including, but not limited to, packaging material, whether by burning, burying or otherwise (on the Premises).
13. MISCELLANEOUS

13.1 Survival. All representations and warranties set forth in this Permit shall survive the expiration or termination of this Permit. All provisions of this Permit that contemplate performance after the expiration or termination of this Permit, including without limitation, the reciprocal attorneys fees provision and the waiver and indemnity provisions set forth herein, shall survive the expiration or termination of this Permit and be fully enforceable thereafter.

13.2 Binding Effect. The provisions of this Permit shall be binding upon and inure to the benefit of the Parties and, subject to the restrictions on assignment set forth herein, their respective successors and assigns.

13.3 Assignment. Permittee shall not assign any of its rights or obligations under this Permit without the consent of Landowner, which Landowner may withhold, condition or delay in its sole and absolute discretion.

13.4 Notices. All notices under this Permit shall be in writing and signed by a Party or its counsel. Notices may be (i) delivered personally, (ii) transmitted by facsimile, (iii) delivered by a recognized national overnight delivery service, or (iv) mailed by certified United States mail, postage prepaid and return receipt requested. Notices to any Party shall be directed to the address set forth above, or to such other or additional address as any Party may specify by notice to the other Party. Any notice delivered in accordance with this section shall be deemed given (a) in the case of any notice transmitted by facsimile, on the date on which the transmitting Party receives confirmation of receipt by facsimile transmission, telephone, or otherwise, (b) in the case of any notice delivered by a recognized national overnight delivery service, on the day of delivery to the service, or (c) in the case of any notice mailed by certified U.S. mail, two business days after deposit therein.

13.5 Waiver. Any Party’s failure to exercise any right or remedy under this Permit, delay in exercising any such right or remedy, or partial exercise of any such right or remedy, shall not constitute a waiver of that or any other right or remedy hereunder. A waiver of any breach of any provision of this Permit shall not constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself. No waiver of any provision of this Permit shall be binding on a Party unless it is set forth in writing and signed by such Party.

13.6 Amendment. This Permit may not be modified or amended except by the written agreement of the Parties.

13.7 Attorneys’ Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with this Permit or any instrument or agreement delivered by either Party at the Closing, or to interpret or enforce any rights or remedies hereunder or thereunder, the prevailing Party shall be entitled to recover its attorneys’ fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.
13.8 Integration. This Permit contains the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements with respect thereto. The Parties acknowledge and agree that there are no agreements or representations relating to the subject matter of this Permit, either written or oral, express or implied, that are not set forth in this Permit or in the Schedules to this Permit.

13.9 Governing Law; Venue. This Permit shall be governed by and construed in accordance with the laws of the state in which the Premises are located (without regard to the principles thereof relating to conflicts of laws) and venue shall be in Clark County, Washington.

13.10 Construction and Interpretation. The headings or titles of the sections of this Permit are intended for ease of reference only and shall have no effect whatsoever on the construction or interpretation of any provision of this Permit; references herein to sections of this Permit unless otherwise specified. Meanings of defined terms used in this Permit are equally applicable to singular and plural forms of the defined terms. As used herein, (i) the terms “hereof,” “herein,” “hereunder,” and similar terms refer to this Permit as a whole and not to any particular provision of this Permit, (ii) the term “this transaction” refers to the transaction(s) contemplated by this Permit, and (iii) the term “including” is not limiting and means “including without limitation.” In the event any period of time specified in this Permit ends on a day other than a business day, such period shall be extended to the next following business day. All provisions of this Permit have been negotiated at arm’s length and this Permit shall not be construed for or against any Party by reason of the authorship or alleged authorship of any provision hereof.

13.11 Severability. If a court of competent jurisdiction finally determines that any provision of this Permit is invalid or unenforceable, the court’s determination should not affect the validity or enforecability of the remaining provisions of this Permit. In such event, this Permit shall be construed as if it did not contain the particular provision that is determined to be invalid or unenforceable. No such determination shall affect any provision of this Permit to the extent that it is otherwise enforceable under the laws of any other applicable jurisdiction.

13.12 Execution and Authority. This Permit may be executed in any number of counterparts, all of which together shall constitute one and the same agreement. Each Party may rely upon the signature of each other Party on this Permit that is transmitted by facsimile as constituting a duly authorized, irrevocable, actual, current delivery of this Permit with the original ink signature of the transmitting Party. This Permit shall become effective and in full force only when duly and properly executed, authorized, and delivered by the Parties hereto. Each individual who executes this Permit on behalf of a Party warrants his or her authority to do so.

13.13 Recitals, Exhibits and Schedules. The Recitals to this Permit and any Schedules or Exhibits attached to this Permit are incorporated herein by this reference.

13.14 Further Assurances. Each Party agrees to execute and deliver such additional documents and instruments as may reasonably be required to effect this transaction fully, so long as the terms thereof are consistent with the terms of this Permit.
13.15 **No Third Party Beneficiaries.** This Permit is made and entered into for the sole protection and legal benefit of the Parties and, subject to the restrictions on assignment set forth herein, their respective successors and assigns, and no other person or entity shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Permit.

13.16 **Time.** If any date upon which some action, notice or response is required of any Party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

13.17 **Time Is of the Essence.** Time is of the essence with respect to all terms, provisions, covenants and conditions contained in this Permit.

13.18 **Force Majeure.** "Force Majeure" means any event or condition which wholly or partially delays or prevents such Party from performing any of its obligations hereunder and is beyond the reasonable control of, and occurs without the fault or negligence of, the Party affected thereby including, without limitation, acts of God, acts of the public enemy, insurrections, riots, labor disputes, labor or material shortages, fires, explosions, floods, breakdowns of or damages to plants, equipment or facilities, interruptions to transportation, embargoes, or orders or acts of any court or government authority having jurisdiction or any military authority. If, as a result of Force Majeure, it becomes impossible or impractical for either Party to carry out its obligations hereunder (other than any obligation to pay money when due in accordance with the terms of this Permit) in whole or in part, then such obligations shall be suspended to the extent necessary by such Force Majeure during its continuance. The Party affected by such Force Majeure shall give prompt written notice to the other Party of the nature and probable duration of such Force Majeure, and of the extent of its effects on such Party’s performance hereunder. Each Party shall, in the event it experiences Force Majeure, use all commercially reasonable efforts to eliminate such Force Majeure and/or its effects on such Party’s performance hereunder insofar as is practicable and with all reasonable dispatch; provided, that neither Party shall be obligated to expend monies in order to eliminate Force Majeure and/or its effects, if in such Party’s sole judgment, such expenditures would be economically unjustifiable.

13.19 **Joint and Several Liability.** If Permittee is comprised of more than one person or entity, then each of such persons or entity shall be jointly and severally liable for the performance of Contractor's obligations under this Permit, and for any default on the part of one or more of the persons or entities comprising Permittee.

13.20 **Equal Opportunity Employer.** Permittee warrants that with respect to terms and conditions of employment, including but not limited to hiring, promotions, wages, hours, and fringe benefits, purchaser will not discriminate against any person on the basis of race, physical or mental handicap, creed, religion, sex, or national origin.

13.21 **Transacting Business.** Neither Party shall transact any business or carry on any work or purchase any supplies or equipment in the name of the other Party.
13.22 **Additional Exhibits.** In addition to any other exhibits referenced by and incorporated into this Permit, the following exhibits are attached hereto and are incorporated herein:

13.23 **Several Liability.** If there is more than one Landowner, the liability of the Landowners under this Permit is several and not joint and with respect to each Landowner is limited to the obligations of a Landowner for the portion of the Premises subject to this Permit that is owned/leased by such Landowner.
EXHIBIT A

Description of the Premises

Hancock Timberland X, Inc:
Map Tax Lot: 14091224000


Salmon Timberland II, LLC:
Map Tax Lot: 140911000000

ALL OF SECTION 11, TOWNSHIP 14 NORTH, RANGE 9 WEST, OF THE WILLAMETTE MERIDIAN, PACIFIC COUNTY, WASHINGTON.
EXHIBIT B

Map of the Premises

See attached
Holy Cross Tower Access

This map shows the newly acquired access route through Hancock Timber Management's gate via US HWY 101 and Walch Road.

Legend

- New Route
- County Roads
- Forest Roads
- Hancock Gate

Pacific County
Department of Public Works
Geographic Information System
211 N. Commercial St
Raymond, WA 98577
Phone: (360) 875-9368

This map is intended for reference purposes only. Any other use other than that intended shall be at the sole responsibility of the user.
EXHIBIT C

Description of Permittee’s Operations

Road Use and Maintenance

The Road, as currently developed, shall be repaired and maintained in its current condition, subject to the terms of this Permit, including, without limitation the terms of this Exhibit C. Parties hereby agree that they shall share in the cost of repairs and maintenance to the Road as follows:

1. Landowner and Permittee shall each pay for the cost of repairs and maintenance of the Road, due to damages caused by the respective party.

2. Landowner and Permittee shall have the right to perform work upon the Road at any time without the consent of the other party hereto, so long as the work does not block travel along the Road. However, the cost of such work shall not be reimbursed unless the parties have mutually approved the work in the manner herein provided.

3. With respect to all operations in connection with which a party exercises any right granted hereunder, such party shall comply with and observe all laws, rules and regulations of the United States, the State of Washington, the applicable county, or any other governmental conservation practices and the prevention, suppression and control of fire, and all valid regulations and orders of government officials and their duly appointed or designated representatives pertaining thereto.

4. Each party using the Road shall repair, or cause to be repaired, at its sole cost and expense, any damage to the Road occasioned by it which is in excess of that which it would cause through normal and prudent usage of the Road.
EXHIBIT D

Insurance Requirements

(a) Before commencing Operations, Permittee shall have the option of either providing its own coverage for the risks covered by the policies of insurance described in this Exhibit, or carrying and maintaining, at its sole cost and expense, continuously throughout the term of this Permit, a policy of (i) commercial general liability insurance insuring against the following in amounts as set forth below: operations and completed operations; independent contractors; blanket contractual liability (including liability assumed under the indemnification paragraph of this Permit); explosion; collapse; and underground damage if blasting or excavation is to be done; and (ii) automobile liability insurance covering owned, hired and non-owned vehicles (including the “pollution from autos endorsement,” ISO Form CA 99 48). If Permittee elects to self-insure the risks covered by the policies described in this Exhibit, Permittee represents and warrants to the Indemnified Parties that at all times during the term of this Permit, Permittee shall maintain a professionally administered program of self-insurance which is implemented by funded cash reserves sufficient for full coverage of the risks set forth in this Exhibit in accordance with generally accepted insurance industry standards.

INSURANCE MINIMUM LIMITS

General Liability, Contractual and Completed Operations Coverage
Bodily Injury - $1,000,000 each occurrence
$2,000,000 aggregate
Property Damage - $1,000,000 each occurrence
$2,000,000 aggregate

-OR-

Umbrella Liability Coverage
$10,000,000 each occurrence
$10,000,000 aggregate

Automobile Liability Coverage
Combined Single Limits of $1,000,000

All subcontractors of Permittee and owners of vehicles or other equipment used in connection with the performance of this Permit or Permittee’s operations shall maintain the policies of insurance provided for in this Exhibit; no such third shall be allowed to self-insure or provide its own coverage for the risks covered by the policies described in this Exhibit; and Permittee is responsible to ensure that these requirements are met and that such policies are in force. Permittee shall provide written consent naming each of the Indemnified Parties as an “Additional Insured”. All such policies of insurance shall contain a provision that the same shall not be canceled nor the coverage modified nor the limits changed without first giving at least thirty (30) days written notice thereof to Landowner. The aggregate insurance limits will be specific to this
Permit. The coverages will be primary, exclusive of any coverage carried by the Indemnified Parties, and will be exhausted first notwithstanding that the Indemnified Parties may have other valid and collectible insurance covering the same risk. Nothing herein contained will limit the Permittee’s liability to the Indemnified Parties to the scope or the amount of the insurance coverage. Such policies of insurance shall be written by duly licensed insurance companies satisfactory to Landowner in Landowner’s sole and absolute discretion and certificates of insurance evidencing the coverage required shall be provided to Landowner by personal delivery or mail, to the address set forth on the first page of this Permit. At Landowner’s request, Permittee will supply Landowner with evidence of such compliance. In the event Permittee fails to supply Landowner with such evidence within five (5) business days after receiving such request, Landowner may immediately terminate this Permit without further action.

(b) Permittee shall also carry state or private industrial accident insurance covering Permittee and all its employees that must fully comply with State and Federal Employment and Workers’ Compensation laws. Permittee’s employer’s liability insurance will cover Permittee and all of its employees and will have minimum limits of One Million Dollars ($1,000,000) per occurrence. The premiums, deductibles and other costs for all insurance required under this Permit shall be the obligation of and paid for by Permittee and/or its subcontractors.

(c) Permittee hereby agrees to defend and to indemnify the Indemnified Parties and to pay all claims and losses, on the same basis and to the same extent as set forth in this Permit and as would be the case in the event Permittee did not self-insure any of the insurance requirements of this Permit. Permittee hereby assumes the risks of and shall pay from its assets all claims (and related costs and expenses) if and to the same extent that a third-party insurance company would have paid those amounts if the insurance company had issued the insurance policies required by the provisions of this Permit; this provision shall not limit the liability of Permittee to the amount of insurance otherwise stated herein. To the extent that this Permit requires the maintenance of insurance policies and to the extent that Permittee self-insures the required coverages, then Permittee shall be deemed to have self-insured such coverages on the same basis as, and pursuant to the terms of, the policies of insurance that Permittee’s insurer would have issued to Permittee in the event Permittee had insured such risks through Permittee’s insurer. In the event Permittee discontinues its self-insurance program or in the event any of the above listed conditions cease to exist, Permittee shall provide to HFM immediate written notice of such event, accompanied by evidence of third-party insurance as required by this Permit.
Approve the Contract with McDonald Consulting to assist with updating the Strategic Plan, subject to receipt of required insurance adequate budget appropriations.
Name of Contractor: McDonald Consulting

Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended): Professional Services Contract Pacific County/McDonald Consulting

- [ ] W-9 Attached for all vendors/contractors (County issuing payment to)
- [ ] Certificate of Insurance Attached (If required)
  - Indicate type: [ ] Intergovernmental/Interagency
  - Memorandum of Understanding/Agreement [ ] Employment/Special Services Agreement [ ] Federal Contract
  - [ ] Interoffice/Interdepartmental [ ] State Contract

Contractor Type (check all that apply):
- [ ] For-Profit
- [ ] Non-Profit
- [ ] State
- [ ] Federal
- [ ] Private Organization/Individual
- [ ] Public Organization/Jurisdiction
- [ ] Sub-Recipient
- [ ] Other

Please provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.

**TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):**

- Public Works Project (RCW 39.04): [ ] Limited PW Process (<$35,000) [ ] Limited PW Process (<$40,000)
  - Small PW Process (<$300,000) [ ] PW Project (> $300,000)

- Equipment, Materials, & Supplies (RCW 36.32): [ ] <$5,000 (attach 3 bids) [ ] $5,000-$25,000 (use small works notice) [ ] >$25,000 (competitive bid)

- Services / Leases:
  - [ ] Architectural & Engineering
  - [ ] Lease (Personal Property i.e. copier, printer)
  - Telecomm & Data Processing
  - [ ] Personal Services
  - [ ] Lease (Real)
  - [ ] Other (Describe):

To be located at: __________________________

**Exceptions to Bidding (Please provide appropriate documentation):**

- [ ] Insurance/Bonds
- [ ] Single ( Sole) Source Purchase*

- [ ] Emergency Event (Purchases/Public Works)
- [ ] Special Facilities/Market Conditions
*Resolution Required

**PURCHASE UNDER ANOTHER AGENCY’S CONTRACT ("Piggybacking")**

- Please attach the following:
  - Copy of Intergovernmental Agreement with other agency
  - Confirmation that vendor agrees to participation
  - Documentation that contract was awarded in compliance with bidding law
  - Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

- [ ] RFP
- [ ] RFQ
- [ ] Franchise
- [ ] Annexation
- [ ] Ordinance
- [ ] Resolution
- [ ] Appeal
- [ ] Inventory Acquisition/Disposal
- [ ] Tort Claim
- [ ] Call for Bids
- [ ] Open Space
- [ ] Post, Advertise, & Fill Position
- [ ] Other (please describe):

**BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):**

**TOTAL COST/AMOUNT (include sales & use tax):**

**TOTAL TAX:**

<table>
<thead>
<tr>
<th>TOTAL SHIPPING/HANDLING:</th>
<th>EXPENDITURE FUND #:11B XXX.XXX.XX</th>
<th>XXX.XXX.XX.XX</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>SUPPLEMENTAL REQUIRED?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**EXPENDITURE BUDGETED?** [ ] Yes [ ] No

**IN-KIND MATCH REQUIRED?** [ ] Yes [ ] No

**MATCHING FUNDS REQUIRED?** [ ] Yes [ ] No

**AMOUNT OF MATCHING FUNDS:**

Revised 8/2015
Exhibit A to Resolution No. 2010-013
PROFESSIONAL SERVICES CONTRACT
PACIFIC COUNTY / McDonald Consulting

This contract is entered into in duplicate originals between Pacific County, a municipal corporation, with its principal offices at P.O. Box 26, 1216 W. Robert Bush Drive, South Bend, WA 98586, hereinafter “COUNTY,” and Sherri McDonald d/b/a McDonald Consulting, with principal offices at 352 Ward Creek Road, Raymond, WA 98577.

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. DURATION OF CONTRACT

The term of this Contract shall begin on June 1, 2018 and shall terminate on December 31, 2018.

2. SERVICES PROVIDED BY THE CONTRACTOR

Sherri McDonald represents that she is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the services set forth in this Contract.

She shall perform the following services:

Provide assistance in the update of the Strategic Plan for the Health & Human Services Department.

a. A detailed description of the services to be performed by Sherri McDonald is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

b. She agrees to provide her own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.

c. She shall perform according to standard industry practice of the work specified by this Contract.

d. She shall complete her work in a timely manner and in accordance with the schedule agreed to by the parties.

e. She shall, from time to time, during the progress of the work, confer with the COUNTY. At the COUNTY’S request, she shall prepare and present status reports on its work.

3. SERVICES PROVIDED BY THE COUNTY

In order to assist the CONTRACTOR in fulfilling its duties under this Contract, the COUNTY shall provide the following:
a. Relevant information as exists to assist her with the performance of the specified services.

b. Coordination with other County Departments or other Consultants as necessary for the performance of the specified services.

c. Services documents, or other information identified in Exhibit A. Such materials provided must be limited to de-identified data that excludes Protected Health Information to the extent possible in order to provide baseline data for performance measures under this Contract.

4. **CONTRACT REPRESENTATIVES**

   Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties’ representatives are as follows:

   **A. For CONTRACTOR:**

   Name of Representative: Sherri McDonald  
   Title: Sole Proprietor, McDonald Consulting  
   Mailing Address: 352 Ward Creek Road  
   City, State and Zip Code: Raymond, WA 98577  
   Telephone Number: 360-942-6133 or 360-352-8348  
   E-mail Address: sherrimcd1@hughes.net

   **B. For COUNTY:**

   Name of Representative: Mary Goelz  
   Title: Director, Pacific County Health & Human Services Department  
   Mailing Address: P.O. Box 26; 1216 W. Robert Bush Drive  
   City, State and Zip Code: South Bend, WA 98586  
   Telephone Number: 360-875-9343  
   Fax Number: 360-875-9323  
   E-mail Address: mgoelz@co.pacific.wa.us

5. **COMPENSATION**

   a. For the services performed hereunder, Sherri McDonald shall be paid based upon mutually agreed rates contained in Exhibit B, which is attached hereto and incorporated herein by reference. The maximum total amount payable by the COUNTY to her under this Contract shall not exceed $1,000.00
b. No payment shall be made for any work performed by her, except for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract.

c. She may, in accordance with Exhibit B, submit invoices to the COUNTY not more often than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time she performed work for the COUNTY during the billing period. The COUNTY shall pay her for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of receipt of billing.

d. She shall not be paid for services rendered under the CONTRACT unless and until they have been performed to the satisfaction of the COUNTY.

e. In the event she has failed to perform any substantial obligation to be performed under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, then the COUNTY may, in its sole discretion, upon written notice to her, withhold any and all monies due and payable to her, without penalty until such failure to perform is cured or otherwise adjudicated. “Substantial” for purposes of this Contract means faithfully fulfilling the terms of the contract with variances only for technical or minor omissions or defects.

f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, she will not be paid for any billings or invoices presented for payment prior to the execution of the Contract or after its termination.

6. **AMENDMENTS AND CHANGES IN WORK**

a. In the event of any errors or omissions by Sherri McDonald in the performance of any work required under this Contract, she shall make any and all necessary corrections without additional compensation. All work submitted by her shall be certified and checked for errors and omissions. She shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. **HOLD HARMLESS AND INDEMNIFICATION**

In accepting this Agreement, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully
satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

8. **INSURANCE**

The CONTRACTOR shall maintain and provide proof of occurrence based general business professional liability insurance in the amount of $1,000,000 or greater per occurrence and $2,000,000 aggregate for the term of this CONTRACT. The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR shall provide the COUNTY a copy of the additional insured endorsements prior to the start of this contract. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY’s and that CONTRACTOR’s liability insurance policy shall so state. The CONTRACTOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker’s compensation insurance, etc. for any and all of its employees as might apply.

9. **TERMINATION**

   a. Either party may terminate this Contract for convenience in whole or in part whenever either party determines, in its sole discretion that such termination is in the best interests of the party. The party may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the other party. In that event, the COUNTY shall pay Sherri McDonald for all costs incurred in performing the Contract up to the date of such notice AND she shall cease work for the COUNTY upon termination of the contract. Payment shall be made in accordance with Section 5 of this Contract.

   b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to Sherri McDonald. After the effective termination date, no charges incurred under this Contract are allowable.

   c. If either party breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so, either party may terminate this Contract, in which case the COUNTY shall pay Sherri McDonald only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract.

10. **ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

   A. Sherri McDonald shall perform the terms of the Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

   b. She warrants that she has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for her, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.
11. **NON-WAIVER OF RIGHTS**

   The parties agree that the excuse or forgiveness of performance or waiver of any provision of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

12. **INDEPENDENT CONTRACTOR**

   A. Sherri McDonald’s services shall be furnished as an Independent Contractor and not as an agent, employee or servant of the COUNTY. She specifically has the right to direct and control her own activities in providing the agreed services in accordance with the specifications set out in this Contract.

   b. She acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and she is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Pacific County employees.

   c. She shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all duties, activities and requirements by her in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

13. **COMPLIANCE WITH LAWS**

   Sherri McDonald shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, including all applicable federal and state laws and regulations relating to maintaining and safeguarding the confidentiality of Protected Health Information, should such be disclosed while performing duties under this Contract.

14. **INSPECTION OF BOOKS AND RECORDS**

   The COUNTY may, at reasonable times, inspect the books and records of Sherri McDonald relating to the performance of this Contract. She shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

15. **NONDISCRIMINATION**

   Sherri McDonald shall not discriminate against any person in the performance of any of her obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

16. **OWNERSHIP OF MATERIALS/WORK PRODUCED**

   a. Material produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. This material includes, but is not limited to, books, computer programs, plans, specifications,
documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by Sherri McDonald for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold her harmless therefore, to the extent such use is agreed to in writing by her.

b. An electronic copy of all or a portion of material produced shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. DISPUTES

Differences between Sherri McDonald and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due Sherri McDonald shall be decided by the COUNTY’S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY’S contract representative shall be final and conclusive, subject to her right to seek judicial relief pursuant to Section 18.

18. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

19. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties’ rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

c. Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

20. DEBARMENT CERTIFICATION: The Contractor hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this Agreement/Contract. Suspension and/or debarment of the Contractor from securing federal or state funds shall be cause for immediate termination of this Agreement/Contract by the County.
20. **ENTIRE AGREEMENT**

   The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

21. **NOTICES**

   Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by email with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by email, service shall be effective upon receipt during working hours. If an email is sent after working hours, it shall be effective at the beginning of the next working day.

Firm:
McDonald Consulting

By: Sherri McDonald

Date __________________________

Signature: ______________________

Address: 352 Ward Creek Road
Raymond, WA 98577

CONTRACTOR:
Pacific County, Washington
Board of Commissioners

Date __________________________

Lisa Olson, Chairperson

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

ATTEST:

__________________________________________________________________________
Marie Guernsey,
Clerk of the Board

APPROVED AS TO FORM

__________________________________________________________________________
Mark McClain, Prosecuting Attorney
EXHIBIT A

PROFESSIONAL SERVICES CONTRACT
PACIFIC COUNTY / McDonald Consulting

SCOPE OF SERVICES

1. The services to be performed by Sherri McDonald d/b/a McDonald Consulting under this Contract, which are described in Section 2 of the Contract (SERVICES PROVIDED BY THE CONTRACTOR), are set forth as follows:

➢ Provide preparatory materials and lead/facilitate activities as outlined below. It is anticipated that this would occur over the course of two to three months, depending on scheduling of ALL staff meetings.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>PREPARATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>All staff meeting #1 – 2 hours</td>
<td>• Send current Strategic Plan to each staff person to review in preparation for discussion.</td>
</tr>
<tr>
<td>1. Review Department Mission, Vision, and Values; discuss, come to common understanding, revise if necessary.</td>
<td></td>
</tr>
<tr>
<td>2. Review Strategic Plan elements; update on progress</td>
<td></td>
</tr>
<tr>
<td>SWOT Analysis:</td>
<td>• Create electronic survey to send to staff to complete.</td>
</tr>
<tr>
<td>1. Survey each staff person to collect views on strengths, weaknesses, opportunities, and threats of the Department.</td>
<td>• Collect and collate SWOT feedback.</td>
</tr>
<tr>
<td>2. Provide collated SWOT analysis.</td>
<td></td>
</tr>
<tr>
<td>All staff meeting #2 – 4 hours</td>
<td></td>
</tr>
<tr>
<td>1. Determine Department strategic initiatives.</td>
<td></td>
</tr>
<tr>
<td>2. Determine objectives, strategies, performance measures, individual leading each initiative, and anticipated completion date.</td>
<td></td>
</tr>
<tr>
<td>Provide summary documentation and final Strategic Plan.</td>
<td></td>
</tr>
</tbody>
</table>
The services to be performed by the COUNTY under this Contract, which are described in Section 3 of the Contract (SERVICES PROVIDED BY THE COUNTY) are set forth as follows (if applicable):

➢ Allow staff to meet with Sherri McDonald, and share views, recommendations, and opinions regarding the update of the Strategic Plan for the Health and Human Services Department.

➢ Provide Sherri McDonald all materials needed to support the development of the updated Strategic Plan, along with Management time to assist in development.
EXHIBIT B

PROFESSIONAL SERVICES CONTRACT
PACIFIC COUNTY / MCDONALD CONSULTING

COMPENSATION

Sherri McDonald’s compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), is set forth as follows:

➢ Services, including research, preparation, meetings, material development, and report writing and editing at $50 per hour, up to a maximum of $1,000.

➢ Compensation shall be payable by monthly invoice from McDonald Consulting per section 5 of this Contract.

➢ Should activity in addition to that outlined in the work plan be required as determined by mutual agreement of both parties, and contract is extended due to time or complexity, compensation will be renegotiated prior to any additional work.
12

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

<table>
<thead>
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<th>BOCCE ACTION:</th>
<th>☐ APPROVED</th>
<th>☐ DENIED</th>
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<tbody>
<tr>
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<tr>
<td>☐ NO ACTION TAKEN/WITHDRAWN</td>
<td>☐ DEFERRED TO:</td>
<td></td>
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<tr>
<td>☐ CONTINUED TO DATE:</td>
<td>TIME:</td>
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<tr>
<td>☐ OTHER:</td>
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<td></td>
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Agenda Item#: 12
Initial: Date: 

Review: ☐ Clerk of the Board
☐ Risk Mgmt
☐ Legal Required

DISTRIBUTION LIST:

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<tr>
<th>RF</th>
<th>Assessor</th>
<th>DPW</th>
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<td>EMA</td>
<td>FACCOM</td>
<td>☐ Treasurer</td>
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<tr>
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<td>Clerk</td>
<td>Fair</td>
<td>Prosecutor</td>
<td>☐ Veg Mgmt</td>
</tr>
<tr>
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<td>Health</td>
<td>SDC</td>
<td>☐ WSU Ext.</td>
<td></td>
</tr>
<tr>
<td>DCD</td>
<td>Juvenile</td>
<td>Sheriff</td>
<td>☐ Other</td>
<td></td>
</tr>
</tbody>
</table>

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Health
DIVISION (if applicable):

OFFICIAL NAME & TITLE: Mary Goetz, Director
PHONE / EXT: 2644

SIGNATURE: Date: 2/27/18

NARRATIVE OF REQUEST

Request the Board review and approve the lease of a new replacement Color copier/printer/scanner through Aberdeen Office Equipment. This will be a replacement for the South Bend office. The current machine's lease was completed October 2017. The new lease with option to purchase is approximately the same charge as the current machine, $173.80 vs $173.64. The monthly charge is $173.80 with no additional charge other than for the number of color and black and white copies we make. The cost was included in the adopted budget for 2017.

RECOMMENDED MOTION  (To Be Completed by the Clerk/Deputy Clerk of the Board)

Approve lease with Aberdeen Office of a Sharp MX 5050V copier in the amount of $173.80, plus copy charges, subject to adequate budget appropriations.
Name of Contractor: Aberdeen Office Equipment
Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended):

- □ W-9 Attached for all vendors/contractors (County issuing payment to)
- □ Certificate of Insurance Attached (if required)

Indicate type: □ Intergovernmental/Interagency
□ Employment/Special Services Agreement
□ Federal Contract
□ Memorandum of Understanding/Agreement
□ Interoffice/Interdepartmental
□ State Contract

Contractor Type (check all that apply):
- □ For-Profit
- □ Private Organization/Individual
- □ Non-Profit
- □ Public Organization/Jurisdiction
- □ State
- □ Sub-Recipient
- □ Federal
- □ Other

Please provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.

TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):

Public Works Project (RCW 39.04):
- □ Limited PW Process (<$35,000)
- □ Limited PW Process (<$40,000)
- □ PW Project (>=$300,000)

Equipment, Materials, & Supplies (RCW 36.32):
- □ < $5,000 (attach 3 bids)
- □ $5,000-$25,000 (use small works review)
- □ > $25,000 (competitive bids)

Services / Leases:
- □ Architectural & Engineering
- □ Personal Services
- □ Lease (Personal Property i.e. copier, printer)
- □ Lease (Real)
- □ Telecomm & Data Processing
- □ Other (Describe):

To be located at: South Bend Health and Human Services Department

Exceptions to Bidding (Please provide appropriate documentation):
- □ Insurance/Bonds
- □ Single (Sole) Source Purchase*
- □ Emergency Event (Purchases/Public Works)
- □ Special Facilities/Market Conditions
- □ Resolution Required

Purchase Under Another Agency's Contract ("Piggybacking")

Please attach the following:
- Copy of Intergovernmental Agreement with other agency
- Confirmation that vendor agrees to participation
- Documentation that contract was awarded in compliance with bidding law
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

- □ RFP
- □ RFQ
- □ Franchise
- □ Annexation
- □ Ordinance
- □ Resolution
- □ Appeal
- □ Inventory
- □ Acquisition/Disposal
- □ Tort Claim
- □ Call for Bids
- □ Open Space
- □ Post, Advertise, & Fill Position
- □ Other (please describe):

Other (please describe):

BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):
The lease for our current copier in South Bend was completed October 2017. We can either purchase it or allow Aberdeen Office to remove it. It has made over 400,000 copies. It has had some issues over the past year and we can lease a new machine, which includes all service fees and print cartridges for approximately the same cost as the old machine. The price includes a service/maintenance contract. The cost of copies did not change.

TOTAL COST/AMOUNT (include sales & use tax): $7135.00

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 118

EXPENDITURE BUDGETED? □ Yes □ No
SUPPLEMENTAL REQUIRED? □ Yes □ No

IN-KIND MATCH REQUIRED? □ Yes □ No DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? □ Yes □ No AMOUNT OF MATCHING FUNDS:

Revised 8/2015
Exhibit A to Resolution No. 2010-013
Pac. Co. Health Dept.
January 2018 Revised

Sharp MX-5050V Color Copier/ Printer/ Scanner

Features: NJCP Contract Prices

◆ Scan Once / Print Many Technology
◆ .50 Pages Per Minute B/W and Color / Copies or Print
◆ 10” Touch Screen Display w/Tilt
◆ Dual 550 Sheet Paper Drawers / 2100 Sheet LCC
◆ Paper Sizes 5” x 8” to 12” x 18”
◆ 100 Sheet Bypass Handles All Sizes
  with Heavy Paper to 110# Index
◆ Reduce / Enlarge 25% to 400%
◆ 1200 dpi Scan / 1200 dpi Print
◆ Duplexing 1-999 Sheet (Std.)
◆ Sort / Staple
◆ 150 Sheet Reversing Single Pass Feeder
◆ Network Print / Scan / Document Filing
◆ 250 GB Hard Drive  4 GB Copy/Scan

Copier With Auto-Feeder / Duplex / Stand

Purchase $7135.00 or 60 Mo. Lease $144.00

MX 5050V – DE28N – FN27N – FX15 – TR19N

Prices Do Not Include Sales Tax

Total maintenance option covering all service, parts and any supplies needed
(excluding paper) is .0095 b/w or .06 color per copy. There is no minimum
monthly rate and you are billed monthly, bi-monthly or quarterly.

Fred Scott - Aberdeen Office Equipment – 533-0352
AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

BOCC ACTION: □ APPROVED □ DENIED

Agenda Item #: 13

Initial: __________________ Date: ________________

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN □ DEFERRED TO: __________________

□ CONTINUED TO DATE: __________________ TIME: __________________

□ OTHER: _______________________________________________________

DISTRIBUTION LIST:

□ RF □ Assessor □ DPW □ NDC □ Superior Court
□ CF □ Auditor □ EMA □ PACCOM □ Treasurer
□ SEA □ Clerk □ Fair □ Prosecutor □ Veg Mgmt
□ Civil Service □ Health □ SDC □ WSU Ext.
□ DCD □ Juvenile □ Sheriff □ Other

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Health

OFFICIAL NAME & TITLE: Mary Goelz, Director

SIGNATURE: __________________ DATE: 3/6/18

DIVISION (if applicable):

PHONE / EXT: 2644

NARRATIVE OF REQUEST

Request the Board approve and sign the Contract with Community Health Plan of Washington in order for the Health Dept. to enter into a contract with the insurance plan and increase the number of contracted insurance companies we are able to bill for services provided by our department

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

Approve the Community Health Plan of Washington Provider Agreement to bill additional contracted insurance companies and authorize Director to sign

Revised 8/2015

Exhibit A to Contract/Agreement/Grant Review Policy
COMMUNITY HEALTH PLAN OF WASHINGTON
PROVIDER AGREEMENT

This Agreement ("Agreement") is made by and between Community Health Plan of Washington ("CHPW"), a not for profit Washington Corporation and County of Pacific a Specialty ("Contractor") and is effective the _____ day of ________________, 20____ ("Effective Date").

RECITALS

A. CHPW is a 501(c)(4) tax exempt entity, accredited by the National Committee on Quality Assurance ("NCQA") and certified as a health care services contractor, organized and operating under the laws of the State of Washington to provide or arrange for provision of covered health care services to individuals enrolled in its Benefit Plans ("Members");

B. CHPW arranges for provision of covered health services to Members pursuant to its contracts with state and federal agencies, including Washington State Health Care Authority ("HCA"), and Centers for Medicare and Medicaid Services ("CMS"), that sponsor various health programs (collectively, "state and federal sponsored health programs");

C. Contractor has available duly licensed providers of health care services located in the State(s) in which it provides health care services and has met CHPW’s criteria to be a provider of health care services for Members; and

D. CHPW desires to contract with Contractor to provide Covered health care services to Members pursuant to this Agreement and CHPW Benefit Plans ("Services"), and Contractor desires to contract with CHPW to provide such Services. This agreement is written in compliance with 42 CFR 434.6.

NOW, THEREFORE, in consideration of the recitals, mutual promises, covenants, and agreements set forth herein, both parties agree as follows:

AGREEMENT

I. DEFINITIONS

1.1 “Agreement” means this Provider Agreement entered into between CHPW and Contractor with all amendments, schedules and exhibits hereto.
1.2 "Benefit Plan" means a healthcare benefit product defined by the applicable plan sponsor that is offered or administered by CHPW for the payment of Covered Services provided to Members.

1.3 "Clean Claim" means a reimbursement claim for provision of Covered Services submitted by Contractor to CHPW that is (i) in the form required by CHPW, (ii) complies with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Administrative Simplification for Electronic Data Interface, and (iii) has no defect or impropriety that may prevent timely or accurate payment of the claim such as failure to include necessary substantiating documentation, encounter data or documentation of particular circumstances requiring special treatment.

1.4 "Contractor" means an individual, professional association, corporation, partnership or nonprofit organization that is duly licensed, certified, and/or registered by the appropriate state or other governmental board or agency entering into this Provider Agreement with CHPW.

1.5 "Contracted Participating Provider" is an individual or entity that is a duly licensed, certified or registered health care provider, is employed or subcontracted by or otherwise associated with Contractor, and who, upon credentialing by CHPW, becomes a Participating Provider.

1.6 "Copayments, Coinsurance and Deductibles" (also referred to as "Cost Sharing") are payments a Member may be required to make to Contractor in accordance with the conditions of the Member’s Benefit Plan.

1.7 "Covered Services" are the Medically Necessary health care services that are reimbursable under a Member’s Benefit Plan.

1.8 "Emergency Medical Condition" means the emergent and acute onset of a symptom or symptoms, including severe pain, that would lead a prudent lay person acting reasonably to believe that a health condition exists that requires immediate medical attention, if failure to provide medical attention would result in serious impairment to bodily functions or serious dysfunction of a bodily organ or part or would place the person’s health in serious jeopardy.

1.9 "Emergency Services" are the Covered Services required by a Member for the diagnosis and treatment of an Emergency Medical Condition.

1.10 "Medically Necessary" means a service or supply that meets all of the following criteria:

1.10.1 is consistent with the symptoms or diagnosis and treatment of the Member’s condition;

1.10.2 is the most appropriate supply or level of service that is essential to the Member’s needs and meets the recognized standards of medical care;
1.10.3 when applied to a Member, cannot be safely provided to the Member in a less restrictive setting;

1.10.4 is not experimental or investigative;

1.10.5 is consistent with professionally recognized standards of care;

1.10.6 is not provided primarily for the convenience of the Member, Contracted Participating Provider or Contractor; and

1.10.7 is the most cost-effective of the alternative levels of service or supplies that are adequate and available.

1.11 "Member" is an individual enrolled in a Benefit Plan and entitled to receive Covered Services pursuant to that Benefit Plan.

1.12 "Non-Participating Provider" means a professional health care provider, facility, or legal entity that does not have a written agreement with CHPW to participate in its Provider Network and has not been credentialed by CHPW, but may provide health care services to Members upon referral and prior authorization.

1.13 "Participating Primary Care Provider" (also referred to as "PCP") means a Participating Provider who is responsible to Members for (i) providing primary health care, (ii) initiating referrals for specialist and inpatient care, and (iii) supervising, coordinating and maintaining continuity of Members' health care. Members are assigned only to Participating Primary Care Providers.

1.14 "Participating Provider" means an individual healthcare practitioner or entity that is duly licensed, certified, and/or registered by the appropriate state or other governmental board or agency, is credentialed by CHPW or its delegate, and under a written agreement with CHPW that is current at the time Covered Services are rendered is authorized to provide Covered Services to Members. Participating Providers are collectively referred to as CHPW's "Provider Network".

1.15 "Provider Manual" refers to applicable CHPW manuals, policies and procedures, and documents, as periodically revised, including those that refer to Program Integrity requirements, credentialing, utilization management, prior authorization requirements, claims, and encounter submission, payment, drug formulary, and Participating Provider lists. The Provider Manual and associated information are available to Contractor online through www.CHPW.org.

1.16 "Service Area" means those geographic areas in which CHPW is contracted to provide Covered Services to Members.
1.17 "Specialty Care Provider" is a physician or other professional health care provider who provides specialized Covered Services to Members billed under Specialty Care Provider's tax ID Number.

1.18 "Urgently Needed Services" means Covered Services, other than Emergency Services, that are provided:

1.18.1 without a written referral;

1.18.2 when a Member is temporarily absent from the CHPW Service Area or the CHPW's Provider Network is temporarily unavailable or inaccessible;

1.18.3 when it was unreasonable, under the circumstances, for the Member to obtain such services through CHPW Participating Providers;

1.18.4 for an unforeseen, acute illness, injury or medical condition that require immediate treatment to prevent deterioration of condition; and

1.18.5 outside of a hospital or emergency room.

1.19 "Women's Health Care Services" is defined to include, but need not be limited to, maternity care, reproductive health services, gynecological care, general examination, and preventive care as medically appropriate, and medically appropriate follow-up visits for these services. General examinations, preventive care, and medically appropriate follow-up care are limited to services related to maternity, reproductive health services, gynecological care, or other health services that are particular to women, such as breast examinations. Women's Health Care Services also include any appropriate health care service for other health problems, discovered and treated during the course of a visit to a women's health care practitioner for a women's health care service, which is within the practitioner's scope of practice and is for purposes of determining a woman's right to directly access health services covered by the plan, maternity care, reproductive health, and preventive services include, contraceptive services, testing and treatment for sexually transmitted diseases, pregnancy termination, breast-feeding, and complications of pregnancy.

1.20 Definitions pertinent to CHPW's state sponsored health benefit plans are available at www.CHPW.org.

1.21 "CHPW Health Benefit Exchange Product" (also referred to as “the CHPW Exchange Product" or “CHPW HBE Product") means those health benefit programs offered and sold by CHPW to individuals or groups who obtain health coverage through the Washington Health Benefit Exchange.
1.22 “Health Benefit Exchange (also referred to as “the Exchange” or “HBE”)” means the Washington health benefit exchange established in RCW 43.71.020, et seq., the Health Benefit Exchange Act and regulated by the Washington State Office of the Insurance Commissioner (“OIC”).

1.23 “CHPW Commercial Product” means a Benefit Plan that is not associated with a specific state or federal contract or with the Health Benefit Exchange Products.

1.24 “Washington Apple Health” means the public health insurance programs for eligible Washington residents. Washington Apple Health is the name used in Washington State for Medicaid, the children’s health insurance program (CHIP), and state-only funded health care programs. Washington Apple Health is administered by the Washington State Health Care Authority.

II. OBLIGATIONS OF CONTRACTOR

2.1 Engagement. CHPW hereby engages Contractor to participate in CHPW’s Provider Network, and Contractor hereby accepts such engagement pursuant to the terms and conditions hereunder.

2.2 Services.

2.2.1 Contractor has service locations and Contracted Participating Providers listed on Exhibit A attached hereto. Contractor shall notify CHPW in writing within 60 days of changes in its list of locations, Contracted Participating Providers and their status as employees or subcontractors. The process for updating Exhibit A is contained in the Provider Manual.

2.2.2 Contractor shall provide or arrange for provision of efficient and effective Covered Services through its Contracted Participating Providers to Members of those Benefit Plans identified on Exhibit B. Covered Services shall be Medically Necessary and appropriate to each Member’s clinical condition in accordance with the Provider Manual, industry standards, accreditation requirements, and applicable state and federal laws and regulations.

2.2.3 Contractor represents and warrants that neither it nor its Contracted Participating Providers is or has been excluded from participation in any state or federally funded health care program, including Medicare and Medicaid. Contractor shall promptly notify CHPW of any threatened, proposed, or actual exclusion of Contractor, a key employee or a Contracted Participating Provider from any state or federally funded health care program.

2.2.4 Contractor’s loss or suspension of licensure or its exclusion from any federally funded health care program, including Medicare and Medicaid, shall constitute cause for immediate termination pursuant to Section 6.2 of this Agreement.
2.2.5 Contractor shall participate in and cooperate with CHPW’s education and training programs for participating providers and for Members.

2.2.6 Contractor shall provide all Services hereunder to Members in the same manner and timeliness as such Services are made available to non-Members, without regard to an individual’s participation in private health care coverage or in a publicly funded Benefit Plan, in accordance with this Agreement and industry standards.

2.2.7 Before providing Covered Services, other than screening and treatment for emergency medical conditions, Contractor shall verify each Member’s eligibility either electronically at www.CHPW.org, as set forth in the Provider Manual or by calling CHPW’s Customer Service Department at the telephone number printed on the back of Member’s CHPW identification card.

2.2.8 Contractor shall not delegate the provision of Covered Services without CHPW’s prior written approval. To the extent Contractor subcontracts provision of any Covered Services, such subcontracts shall be in writing and include compliance with all provisions of this Agreement, including the credentialing, insurance and hold harmless sections.

2.2.9 Contractor providing primary care Services shall assure that each Member is assigned to a Contracted Participating PCP.

2.2.9.1 Contracted Participating PCPs shall comply with PCP requirements set forth in the CHPW-HCA Agreement which is available upon request.

2.2.9.2 In consultation with other appropriate health care professionals such as care managers, community health workers or community-based care managers, PCPs shall provide, coordinate, and supervise health care to meet the needs of each Member, including initiation and coordination of referrals for medically necessary specialty care.

2.2.9.3 In consultation with other appropriate health care professionals, PCPs shall assess and develop individualized treatment plans for Members with special health care needs that ensure integration of clinical and non-clinical disciplines and services in the overall plan of care.

2.2.10 Each Contracted Participating Provider shall exercise independent medical judgment and control over his/her professional services. Nothing herein shall give CHPW authority over Contracted Participating Provider’s medical judgment or direct the means by which s/he practices within the scope of his/her licensed, certified, and/or registered practice.

2.2.11 Each Participating Provider is responsible for his/her relationship with each Member he/she treats and for the quality of health care services provided to Members. Contractor shall be solely responsible to each Member for medical care provided.
2.2.12 Contractor shall assist CHPW with the transfer of any Member who has selected a Contracted Participating Provider and is receiving Emergency or other authorized care from a non-participating facility to a participating facility at which the Contracted Participating Provider or another suitable Participating Provider has admitting privileges in accordance with the CHPW Medical Director’s determination of the medical acceptability of such transfer.

2.2.13 To the extent that Contractor’s PCPs have capacity, Contractor’s PCPs shall accept enrollment of any Member at CHPW’s request.

2.3 Contracted Participating Providers, Licenses and Credentialing.

2.3.1 Contractor shall select each individual Contracted Participating Provider using its written procedures with consideration of the individual’s professional qualifications, experience, and ability to deliver efficient, effective health care Services to Members. Each Contracted Participating Provider who provides Covered Services to Medicare Advantage Members must be a Certified Medicare Provider.

2.3.2 Contractor shall cooperate and comply with CHPW credentialing criteria and verification procedures for Contracted Participating Providers. Contractor represents and warrants that each of its Contracted Participating Providers is fully qualified and duly licensed and/or certified by the appropriate state or other governmental board or agency to provide healthcare services within the scope of his/her license. Contractor and Contracted Participating Providers shall maintain such license(s) and/or certification(s) in good standing. Contractor will provide prompt written notice to CHPW of any changes in the license or certification of any of its Contracted Participating Providers, any legal or governmental action, or any other situation which may adversely impair the Contracted Participating Provider’s ability to provide Covered Services to Members pursuant to this Agreement.

2.3.3 Contractor represents and warrants that each of its Contracted Participating Providers is fully qualified and duly licensed certified and/or registered by the appropriate state or other governmental board or agency to provide health care services within his/her scope of practice or specialty. Contractor shall maintain applicable license(s) and/or certification(s) for each of its Contracted Participating Providers in good standing for the duration of this Agreement. Contractor will provide immediate written notice to CHPW of any changes in the license or certification of any of its Contracted Participating Providers, any legal or governmental action, or any other problem or situation which may adversely impair the Contracted Participating Provider’s ability to provide Covered Services to Members hereunder.

2.3.4 Contractor shall provide an accurate list of Contracted Participating Providers with status designations as “employed by Contractor” or “subcontracted with Contractor” in Exhibit A. Contractor shall promptly notify CHPW in writing of changes in its list of Contracted Participating Providers and/or their status designations. Contractor shall provide an accurate list of Contracted
Participating Providers with status designations as “employed by Contractor” or “subcontracted with Contractor” in Exhibit A. Contractor shall promptly notify CHPW in writing of changes in its list of Contracted Participating Providers and/or their status designations.

2.3.5 Contractor shall orient Contracted Participating Providers, employees and subcontractors to the applicable terms of this Agreement, the Provider Manual, and to other areas specifically designated by CHPW, including Member rights, marketing, enrollment and disenrollment procedures, risk management, customer service, claims preparation and authorizations, hospital admission notification and certification, transfer and discharge procedures.

2.3.6 In performing its duties hereunder, Contractor shall require its Contracted Participating Providers to comply with all applicable terms of this Agreement, the Benefit Plans listed on Exhibit B and applicable requirements of the Provider Manual that CHPW may amend from time to time at its sole discretion.

2.3.7 Contractor shall assure that Contracted Participating Providers participate in continuing education programs required by law. Contractor shall participate in and cooperate with CHPW’s education and training programs for Contracted Participating Providers and for Members.

2.3.8 CHPW may terminate a Contracted Participating Provider’s participation upon thirty (30) days’ notice to Contractor for his/her violation of the terms of this Agreement and immediately upon his/her failure to maintain compliance with CHPW’s credentialing requirements. Contracted Participating Provider’s exercise of any right to appeal such termination that he/she may have shall not change the effective date of such termination.

2.4 Member Access to Services.

2.4.1 Contractor shall provide access to Members on the same basis as such services are made available to individuals who are not Members.

2.4.2 Participating Primary Care Provider must make available to Members access by phone to a health care professional, licensed to practice independently or Physician’s Assistant, on a 24-hour-a-day, seven-day-a-week basis for the purpose of rendering medical advice concerning emergent, urgent or routine medical conditions, and for authorizing emergency medical services or out of area urgent care services.

2.4.3 Participating Specialty Care Provider must make available to Members access by phone to a health care professional, licensed to practice independently or Physician’s Assistant, on a 24-hour-a-day, seven-day-a-week basis for the purpose of rendering medical advice concerning emergent, urgent or routine medical conditions.

2.4.4 Contractor shall maintain an appointment system for Members’ prompt access to health care in compliance with the following appointment wait time standards set forth in 42 CFR 438.206 (c)(1)(i):
- To the extent applicable, transitional healthcare by a PCP available for clinical assessment and care planning within seven (7) calendar days of discharge from inpatient or institutional care for physical or behavioral health disorders or discharge from a substance use disorder treatment program;
- To the extent applicable, transitional health care by a home care nurse or home care registered counselor within seven (7) calendar days of discharge from inpatient or institutional care for physical or behavioral health disorders or discharge from a substance use disorder treatment program, if ordered by the enrollee’s primary care provider or as part of the discharge plan;
- Non-symptomatic – 30 calendar days;
- Non-urgent – 10 calendar days;
- Urgent – 48 hours;
- Emergency care access – 24/7 provided at area Hospital Emergency Departments.

2.4.5 At least annually and upon CHPW request, Contractor shall provide a report on its capacity for additional primary care enrollment or capacity to provide specialty Services.

2.4.6. Contractor shall provide CHPW at least one hundred twenty (120) calendar days written notice before Contractor, any Clinic or Contracted Participating Provider ceases providing Covered Services to Members.

2.4.7 If a Contracted Participating Provider’s participation with CHPW is discontinued by either party, Members undergoing an active course of treatment (including treatment for second or third trimester pregnancy and postpartum care) with a terminated Contracted Participating Provider, shall be given the option to continue such treatment with the terminated Contracted Participating Provider for ninety (90) days following the effective date of the Contracted Participating Provider’s termination or completion of the active course of treatment, whichever occurs first. A Member who is receiving inpatient care on the effective date of Contracted Participating Provider’s termination shall continue receiving Services from the terminated Contracted Participating Provider until the Member has been discharged from inpatient treatment or transferred to another Participating Provider. CHPW shall reimburse Contractor in accordance with the reimbursement rate provided herein for any Covered Services rendered after the effective termination date. Contractor shall work with the terminating Contracted Participating Provider and affected Member to develop a reasonable transition plan. This Section 2.4.7 shall not apply to Contracted Participating Providers terminated for incompetence, unprofessional conduct, loss of license or exclusion from Medicare or Medicaid.

2.4.8 Termination of Contracted Primary Care Provider(s). CHPW shall provide written notice to each Member affected by the termination or cessation of practice of the Member’s Contracted PCP at least thirty (30) calendar days prior to the effective date of such termination or cessation. Such notice shall include the PCP’s name, effective date of termination, the procedure for selecting another PCP and an offer to assist the Member to select a new PCP.
2.4.9 Termination of Contracted Specialty Care Provider or Specialty Group. Contracted specialty groups and individual specialists shall provide timely written notice to Members of pending termination or cessation of their practice. Notwithstanding the foregoing, CHPW shall be responsible to notify in writing each Member affected by termination or cessation of a specialty group’s or individual specialist’s practice. CHPW shall provide such notice to affected Members prior to the effective date of such termination or cessation of practice.

2.4.10 Contractor shall give CHPW at least ninety (90) calendar days written notice before opening any additional sites or satellite facilities that are not currently listed on Exhibit A. Within sixty (60) calendar days of receiving the notice, CHPW shall approve or disapprove in writing the use of such locations for providing Covered Services to Members.

2.4.11 CHPW will monitor Member access to and availability of Contracted Participating Providers and inform Contractor of significant concerns and Member complaints about access to or availability of Covered Services. If a CHPW access study shows excessive Member wait times for appointments, CHPW may suspend further enrollment or referrals of Members with Contractor until capacity improves and another access study shows acceptable wait times.

2.4.12 Contractor providing primary care Services may close enrollment of new Members to its Clinic(s) due to lack of capacity, after providing forty-five (45) days written notice to CHPW and with written approval from CHPW, which shall not be unreasonably withheld. Contractor’s enrollment of Members shall not be closed if enrollment remains open to other plans or lines of business.

2.4.13 Contractor providing covered services to Medicare Advantage Members must promptly notify CHPW in writing if the Contractor terminates its core agreement with CMS.

2.5 Member Rights.

2.5.1 Contractor and Contracted Participating Providers shall obtain informed consent prior to treatment. Without regard to Benefit Plan limitations or cost, Contractor and Contracted Participating Providers shall communicate freely and openly with Members (i) about their health status, and treatment alternatives (including medication treatment options); (ii) about their rights to participate in treatment decisions (including refusing treatment); and (iii) providing them with relevant information to assist them in making informed decisions about their health care.

2.5.2 Contractor and Contracted Participating Provider shall inform each Member of his/her right to a second opinion and the right to self-refer for certain Covered Services including Women’s Health Care, family planning, immunizations, TB and sexually-transmitted disease testing in accordance with the applicable Benefit Plan and with the Provider Manual. Contractor shall also assist such Member in arranging for the receipt of desired, appropriate non-covered health care services and in obtaining important related information including (i) the estimated cost and possible sources of payment for the non-covered services to the extent Contracted Participating
Provider is aware of such information and sources and (ii) Member's responsibility for payment for non-covered services.

2.5.3 Contractor shall provide notice to Members of their personal financial obligations for non-covered services. Contractor may bill a Member for non-covered services only if Contractor has, prior to the provision of non-covered services, obtained a written acknowledgement and acceptance of financial responsibility from the Member after full written disclosure of (i) Contractor's intent to bill Member for non-covered services, and (ii) the non-liability of CHPW for such non-covered services.

2.5.4 Contractor shall comply with state and federal laws and regulations that pertain to member rights when furnishing Services hereunder.

2.5.4.1 Contractor shall comply with the Natural Death Act, HCA, CMS and other applicable rules concerning advance directives and, when appropriate, inform Members or their representatives of their right to make anatomical gifts. Contractor shall document the existence of an Advanced Directive in each Member's record in compliance with the Patient Self-Determination Act of 1990.

2.5.4.2 Contractor shall assure that all sterilizations and hysterectomies performed for Members are in compliance with 42 CFR 441 Subpart F, and that the HCA Sterilization consent Form HCA13-364 or its equivalent is used. No payment shall be made under state sponsored Benefit Plans for sterilization procedures and hysterectomies that do not comply with the requirements of this paragraph.

2.5.4.3 Contractor shall make reasonable accommodation for Members with disabilities, in accord with the Americans with Disabilities Act, and shall assure that physical and communication barriers do not inhibit disabled Members from obtaining Services.

2.5.5 Contractor shall cooperate and comply with CHPW's Member complaint and appeals procedures as set forth in the Provider Manual, for resolution of a Member's complaints or appeals that may arise from Contractor's provision of Services or CHPW's denial of coverage. Contractor shall notify CHPW of Member complaints and appeals that it receives and the subsequent resolutions. Contractor shall cooperate with CHPW in the investigation and resolution of Member complaints or appeals received by CHPW regarding Contractor or Contracted Participating Providers' performance.

2.5.6 Contractor shall provide care in a culturally competent manner and shall provide or arrange for interpretive services for each Member who is hearing impaired, or whose oral or written language creates a barrier to access, for all contacts between Contractor and Member including appointments for provision of Covered Services, emergent and urgent services, telephone contacts, and assistance with all steps necessary to file Member complaints and appeals. Contractor shall
assure that all generally available written materials provided to Members are developed at the 6th grade reading level, translated into the Member’s primary reading language, or audibly in the Member’s primary language or provided in an alternative medium or format acceptable to the Member and approved by CHPW.

2.6 Member Copayments, Coinsurance, Deductibles.

2.6.1 Contractor shall collect and may retain Member Cost Sharing amounts authorized under the applicable CHPW Member’s Benefit Plan for Covered Services.

2.6.2 Copayments that Contractor charges a Member hereunder shall not exceed the actual cost of providing the associated Covered Services.

2.6.3 Members enrolled in a CHPW Medicare Advantage Special Needs Plan and for whom a state provides coverage ("Dual Eligible Enrollees") will not be required to pay any cost sharing amounts for Services covered by Medicare Parts A and B when the State Medicaid Program is required to pay.

2.6.3.1 In lieu of collecting such cost sharing under the Medicare Advantage Benefit Plan, Contractor may either (i) bill such cost sharing amounts to the appropriate state Medicaid source or (ii) forego collecting cost sharing amounts and accept the Medicare Advantage Benefit plan reimbursement as payment in full.

2.6.3.2 Contractor may determine that a Member is a Dual Eligible Enrollee by reviewing plan information on the Member’s ID card and through the CHPW internet provider portals.

2.7 Hold Harmless and Insolvency.

2.7.1 In no event, including, but not limited to non-payment by CHPW, CHPW insolvency, or breach of this Agreement, shall Contractor bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Member, a person acting on a Member’s behalf or HCA for Services provided hereunder. This provision shall not prohibit collection of copayments, coinsurance and deductibles and/or fees for non-covered services which have not otherwise been paid by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits, from Member in accordance with the terms of Member’s Benefit Plan.

2.7.2 In the event of CHPW’s insolvency, Contractor shall continue to provide the Services promised in this Agreement to Members for the duration of the period for which premiums on behalf of Members were paid to CHPW or until Member is discharged from inpatient facilities, whichever time is greater.

2.7.3 Notwithstanding any other provision herein, nothing in this Agreement shall be construed to modify the rights and benefits contained in a Member’s Benefit Plan.
2.7.4 Contractor may not bill Members for Covered Services (except for copayments, coinsurance and deductibles) when CHPW denies payment because Contractor failed to comply with the terms of this Agreement.

2.7.5 Contractor further agrees that this Section 2.7 shall survive termination of this Agreement regardless of the cause giving rise to such termination and shall be construed to be for the benefit of CHPW Members and that this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Contractor and Members or persons acting on their behalf.

2.7.6 If Contractor contracts with other care providers who are not Participating Providers and who agree to provide Covered Services to CHPW Members with the expectation of receiving payment directly or indirectly from CHPW, such providers must agree to abide by the provisions of this Section 2.7.

2.7.7 If Contractor contracts with Participating Providers (other than Contracted Participating Providers) who are in a risk contract with CHPW, Contractor will look solely to those Participating Providers for payment during the period in which the Member is assigned to such Participating Providers.

2.7.8 Solvency. If Contractor is at financial risk, CHPW will provide oversight to assure that Contractor maintains CHPW's solvency requirements throughout the term of this Agreement.

2.7.9 If Contractor willfully collects or attempts to collect an amount from Member under any of the provisions outlined above, the act will constitute a class C felony under RCW 48.80.030(5).

2.8 Referrals and Authorizations.

2.8.1 Contractor shall not refer Members to any Non-Participating Providers without prior written authorization from CHPW except as necessary in the case of Emergency or Urgently Needed Services. Contractor must notify CHPW of referrals for Emergency or Urgently Needed Services by the next business day.

2.8.2 Contractor shall cooperate and comply with prior authorization, hospital admission and certification procedures required by the then current Provider Manual.

2.8.3 Except as described in Section 2.8.4 below, Contractor shall make best efforts to refer Members to other Participating Providers for Covered Services as Medically Necessary and appropriate when such Covered Services are not available from Contractor.

2.8.4 Certain Covered Services including Women's Health Care Services, are legally exempt from prior authorization and Contractor referral requirements. Members may self-refer to any Participating Provider in CHPW's Network for such services, and Contractor shall not restrict Members' self-referrals to Contracted Participating Providers.
2.9 Utilization Review and Quality Assurance.

2.9.1 Contractor shall maintain a quality improvement system tailored to the nature and type of Services rendered hereunder that affords quality control for the health care provided.

2.9.2 Contractor shall comply with, cooperate and participate in utilization review, quality improvement, quality assurance programs, necessity of care evaluations, coordination of benefit activities, health care coding reviews and cost containment activities, as set forth in the Provider Manual and as CHPW deems necessary, including concurrent and retrospective reviews, audits and/or reviews by independent quality improvement organizations and accreditation agencies.

2.9.2.1 Contractor shall cooperate with CHPW’s collection, production and distribution of comparative data for quality assurance and utilization review. CHPW may use such data regarding Contractor and its Contracted Participating Providers’ performance in activities such as quality improvement, public reporting to consumers, preferred status designations and other activities that promote transparency to consumers and Members.

2.9.2.2 Contractor shall cooperate and communicate freely with CHPW regarding quality issues and notify CHPW of any Member’s medical situation or special health care needs that may benefit from case management in accordance with the conditions of the Members’ Benefit Plans and the Provider Manual.

2.10 Insurance Requirements.

2.10.1 Contractor shall maintain the following insurance coverage limits to cover all of Contractor’s Services in the minimum amounts specified except as otherwise agreed.

2.10.1.1 Professional liability coverage with minimum limits of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate for professional liability, negligence, errors and omissions. These limits must apply per Contracted Participating Provider and not be shared among Contractor’s Contracted Participating Providers.

2.10.1.2 One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) annual aggregate for commercial and comprehensive general liability;

2.10.1.3 Applicable state statutory limits for workers compensation; and

2.10.1.4 Any other usual and customary policies of insurance or an equivalent program of self-insurance applicable to the work being performed and acceptable to CHPW.
2.10.1.5 To the extent applicable, coverage for Federally Qualified Health Centers under the Federal Torts Claims Act will be deemed to meet these requirements.

2.10.2 By requiring insurance herein, CHPW does not represent that coverage and limits will necessarily be adequate to protect Contractor. Such coverage and limits shall not be deemed as a limitation on Contractor’s liability under the indemnities granted to CHPW herein.

2.10.3 Contractor will promptly notify CHPW of any cancellation, reduction, or other material change in the amount or scope of such coverage. Upon CHPW’s request, Contractor will furnish a certificate of insurance to CHPW evidencing all of the policies of insurance and limits required hereunder.

2.10.4 All policies maintained by Contractor shall be primary with respect to any insurance maintained by CHPW. Failure to maintain the required insurance constitutes cause for termination of the Agreement.

2.10.5 The requirements of this Section 2.10 shall survive termination or expiration of this Agreement.

2.11 Record Keeping and Access.

2.11.1 Contractor shall prepare, maintain, and retain accurate Member health records including appropriate medical, administrative and financial records related to this Agreement and to Services provided hereunder in accordance with the Provider Manual, industry standards, applicable state and federal sponsored health programs, and applicable federal and state statutes and regulations. Such records shall be maintained for the maximum period required by federal or state law as set forth in Section 5.5, below. CHPW shall have continued access to Contractor’s records necessary for CHPW to perform its obligations hereunder, to administer its Benefit Plans, and to comply with federal and state laws and regulations and applicable accreditation requirements.

2.11.2 Contractor shall completely and accurately report encounter data to CHPW and assure that it and all its Contracted Participating Providers that are required to report encounter data have the capacity to submit all required data including HCA required data to enable the CHPW to meet the reporting requirements in the Encounter Data Transaction Guide published by HCA.

2.11.3 Upon CHPW request or as required by the Provider Manual, by CHPW’s state and federal sponsored health programs and associated contracts, Contractor shall provide direct access and/or copies of information, encounter data, statistical data, and treatment records pertaining to Members who receive Services hereunder or in conjunction with claims reviews, quality improvement programs, grievances and appeals, peer review, Health Effectiveness Data and Information Set (HEDIS) reviews, Consumer Assessment of Health Plans (CAHPS) or claims payment at no cost to CHPW.
2.12 Marketing and Solicitation.

2.12.1 Contractor shall permit CHPW to use the names of Contractor, its Clinics and Contracted Participating Providers for publication in its directory of Participating Providers, for promotional purposes, and to otherwise carry out the terms of this Agreement. At its discretion, Contractor shall display CHPW approved signs and material related to provision of Services provided, participate in marketing programs approved by CHPW for its products and perform other marketing duties CHPW may request.

2.12.2 Contractor shall display CHPW approved signs and material that relate to Covered Services provided hereunder upon CHPW’s request.

2.12.3 Contractor shall obtain prior written approval for any publication or distribution of promotional materials using the CHPW name or logo. Unless such material requires review and approval by HCA or CMS, CHPW shall decide whether to approve the materials within fifteen (15) working days of the submission of material to CHPW.

2.12.4 Contractor shall not undertake any marketing activities to the Medicare or Medicaid population, including but not limited to distribution of publications or promotional materials, without the prior written consent of CHPW. Contractor shall not engage in direct and/or indirect door-to-door, telephonic, or other cold-call marketing of enrollment with Members or potential Members.

2.13 Administrative Matters.

2.13.1 Contractor shall comply with applicable Program Integrity requirements, including the HCA approved fraud and abuse policies and procedures, in compliance with 42 CFR 438.608(a) and section1902(a)(68) of the Social Security Act as set forth in CHPW’s contracts for state and federal sponsored healthcare programs and in the Provider Manual.

2.13.1.1 Contractor shall comply with RCW 48.135 concerning Insurance Fraud Reporting and notify CHPW’s Director of Compliance of all incidents or occasions of suspected fraud, waste or abuse involving Services provided to any Member. Contractor shall report a suspected incident of fraud, waste or abuse within ten (10) business days of the date Contractor first becomes aware of, or is on notice of, such activity. The obligation to report suspected fraud, waste or abuse shall apply whether the suspected conduct was perpetrated by Contractor, Contractor’s employee, agent, or subcontractor, or Member. Contractor shall establish policies and procedures for identifying, investigating, and taking appropriate corrective action against suspected fraud, waste or abuse. Upon request by CHPW or the State, Contractor shall confer with the appropriate State agency prior to or during any investigation into suspected Fraud, waste or abuse. For purposes of this section, the terms fraud and abuse shall have the same meaning as provided for in 42 CFR §455.2.
2.13.1.2 CHPW shall not penalize Contractor because Contractor, in good faith, reports to state or federal authorities any act or practice by the health carrier that jeopardizes patient health or welfare or that may violate state or federal law.

2.13.1.3 Contractor will maintain policies and procedures that require its managers, officers and directors involved in work that relates to Members to sign a Conflict of Interest Statement upon hiring or appoint and annually thereafter and to report potential conflicts of interest that may arise.\(^1\)

2.13.2 Contractor shall provide at least sixty days prior written notice to CHPW of any change significantly affecting the delivery of or payment for Services hereunder, including, changes in its tax identification number, billing address or practice location.

2.13.3 CHPW retains sole and ultimate authority to terminate a Member’s coverage. Contractor may request termination of a Member by CHPW in compliance with the termination procedure set forth in CHPW’s Provider Manual for Member’s fraud, disruption of medical services, or repeated failure to make required co-payments. Contractor shall not request termination of a Member due to the Member’s need for or utilization of medically required Services.

2.13.4 Contractor shall allow CHPW to conduct office visits during reasonable business hours, to perform structured audits and on-site review of operations, including access to medical records (to the extent necessary to conduct the audit), to ensure compliance with this Agreement and the Provider Manual.

III. OBLIGATIONS OF CHPW

3.1 Reimbursement. CHPW shall reimburse Contractor for Covered Services it has provided to Members in accordance with this Agreement, the Provider Manual, and state and federal laws, regulations and instructions.

3.2 Eligibility. CHPW or its designee shall confirm a Member’s eligibility for Covered Services upon Contractor’s request.

3.3 Identification Cards. CHPW shall provide an identification card to each Member. The card will display status of membership with CHPW, Member’s name, Benefit Plan identification number, name of Primary Care Clinic, copayment amounts, claims address, telephone number and website address for

\(^1\) A conflict of interest may arise if a person or a member of his/her family has an existing or potential interest or relationship that impairs or appears to impair the person’s independent judgment.
Contractor to request or confirm the Member’s eligibility, benefits, prior authorizations and to provide CHPW with required notifications.

3.4 Data Requirements. CHPW shall provide Contractor with claim, encounter and referral format requirements.

3.5 CHPW Insurance Coverage. CHPW shall maintain general comprehensive liability insurance in the amounts of $1,000,000 per occurrence and $3,000,000 in the aggregate and will provide Contractor evidence of such coverage upon request.

3.6 Provider Manual.

3.6.1 The Provider Manual and associated links containing information critical to Contractor’s proper performance of its duties hereunder and is accessible at www.CHPW.org. It covers topics such as utilization review, general benefits information, quality assessment and improvement programs, credentialing, grievance procedures, billing and data reporting requirements, reimbursement terms and other relevant information.

3.6.2 CHPW may revise and update the Provider Manual from time to time, and shall use its best efforts to provide prior notice of at least sixty (60) days for changes to the Provider Manual that substantially affect Contractor’s obligations or reimbursement, unless changes to federal or state law or regulations or other circumstances make such advance notice impossible, in which case notice shall be provided as soon as possible. Subject to the termination and continuity of care requirements hereunder, Contractor may terminate this Agreement as set forth in Section 6.3, below, if the change is unacceptable to Contractor. If there are any conflicts between the Provider Manual and this Agreement, this Agreement shall prevail.

3.7 Non-Discouragement.

3.7.1 CHPW shall not in any way preclude or discourage Contractor from informing Members about healthcare they require, including various treatment options and whether, in Contractor’s view, such care is consistent with medical necessity, medical appropriateness or coverage under the Member’s Benefit Plan. CHPW shall not prohibit, discourage or penalize Contractor from legally advocating on behalf of a Member with CHPW. Nothing in this Section 3.7, however, shall be construed to authorize Contractor to bind CHPW to pay for any service.

3.7.2 CHPW shall not preclude or discourage Contractor, Members, or those paying for their coverage, from discussing the comparative merits of different health carriers, even if such discussion is critical of CHPW.

3.7.3 Notwithstanding any other provision herein, CHPW shall not prohibit directly or indirectly any Member from freely contracting at any time to obtain any health care services outside a CHPW
Benefit Plan on any terms or conditions a Member chooses. Nothing herein, however, shall be construed to bind CHPW to pay for services delivered outside a CHPW Benefit Plan.

3.8 Reviews. CHPW shall provide ongoing monitoring and periodic formal review of Contractor’s performance hereunder that is consistent with industry standards, accreditation requirements, CHPW’s state and federal contracts and state and federal laws and regulations including regulations of the Washington State Office of Insurance Commissioner (“OIC”). Pursuant to 42 CFR 438.230, CHPW shall conduct a formal review at least every three years to identify deficiencies and areas for improvement.

3.9 This agreement does not terminate CHPW’s legal responsibility to HCA to carry out the obligations of the Agreements between CHPW and HCA.

IV. BILLING AND REIMBURSEMENT

4.1 Requirements.

4.1.1 For all billing and reimbursement activities, the parties shall comply with applicable billing instructions, practices and policy guidelines herein and as published and periodically updated in the Provider Manual and, as applicable, by HCA and CMS instructions and coverage/non-coverage determinations. If there is a conflict between the substance or interpretation of the HCA Billing Instructions and the Provider Manual, the Provider Manual shall control. If there is a conflict between the substance or interpretation of CMS instructions or determinations on coverage and the Provider Manual, the CMS instructions or determinations shall control.

4.1.2 Risk sharing arrangements, if any, are subject to review and approval by HCA, and Contractor must have appropriate stop-loss protection if Contractor is at substantial financial risk hereunder,

4.2 Claims Submission.

4.2.1 Contractor shall comply with the claims, payment, and billing procedures set forth in the Provider Manual and submit Clean Claims for Covered Services rendered to the address set forth on the Member’s identification card in nationally approved standard formats and through a CHPW approved clearinghouse. Contractor shall use best efforts to submit claims/encounters electronically. Contractor shall submit all required data to enable CHPW to meet the applicable reporting requirements in the Encounter Data Reporting Guide published by HCA as applicable.

4.2.2 Upon request, Contractor shall furnish all information reasonably required by CHPW to substantiate the provision of and charges for Covered Services, at no charge to CHPW. Claim
approval and payment for claims or encounters are contingent upon CHPW’s receipt of complete and accurate information from Contractor.

4.2.2.1 CHPW’s prior authorization through prospective and/or concurrent review does not guarantee payment.

4.2.2.2 CHPW reserves the right to assure, through audit and retrospective evaluation of a Member’s documented medical care that, based on the information available to the attending physician or ordering provider at the time services were provided, those services were medically necessary and claims were accurately coded. Such review or audit may result in denial of claims for services on the basis of Medical Necessity or errors in claims submission and may adversely impact payment.

4.2.2.3 If it is determined that all or part of the payment of a claim for Services other than Emergency Services, was based on information that in the opinion of CHPW is significantly different from the information that was available at the time of original certification that the Member was eligible for the Covered Services authorized or provided, CHPW may request a refund.

4.2.3 CHPW shall not pay a claim received (i) more than three hundred and sixty five (365) calendar days after the date a Covered Service was rendered or (ii) more than sixty (60) calendar days after Contractor first receives notice that CHPW is a secondary payer under applicable coordination of benefit procedures.

4.3 Reimbursement.

4.3.1 CHPW shall reimburse Contractor for timely submitted Clean Claims for Covered Services it provides to Members in accordance with this Section IV and Exhibit C. Contractor shall accept such reimbursement plus applicable Cost Sharing amounts as payment in full for such Covered Services.

4.3.2 CHPW reserves the right to change the reimbursement rates set forth on Exhibit C, attached hereto and incorporated herein, in accordance with changes in rates paid by applicable federal, state or other third party payers. Such reimbursement shall be accepted by Contractor as payment in full.

4.3.2.1 CHPW will provide the Contractor at least sixty (60) days notice of changes that affect the reimbursement rates pursuant to Section 7.6.1 below unless changes to federal or state law or regulations make such advance notice impossible, in which case notice shall be provided as soon as possible. Contractor may terminate the contract pursuant to Section 6.3 if it does not agree with the changes.
4.3.2.2 The parties acknowledge that configuring new rates into CHPW's reimbursement system to begin paying claims at a new rate requires up to 30 days. Therefore, in situations where federal or state rate changes do not allow CHPW to provide 60 days advance notice to Contractor, the new rates will be implemented on the later of the date CHPW has completed configuring its system or on the published effective date of the new rates. Where a change allows for 60 days' notice, the new rates will be implemented on the published effective date of the rate change.

4.3.2.3 CHPW will apply new rates only to claims received on and after the implementation date defined in the preceding Section 4.3.2.2. If such action results in a substantial negative impact to either party, the impacted party may request that the parties negotiate a settlement payment in lieu of retroactive adjustment of individual claims.

4.3.3 As set forth in its Provider Manual and HCA instructions, CHPW shall not reimburse Contractor for services rendered in conjunction with commonly recognized grossly negligent acts including, those referred to as Serious Reportable Adverse Events and Never Events.

4.3.4 CHPW shall pay or deny not less than ninety-five percent (95%) of all Clean Claims received from Contractor within thirty (30) days of service; ninety-five percent (95%) of all claims received from Contractor within sixty (60) days of service; and ninety-nine percent (99%) of all Clean Claims received from Contractor within 90 days, except as agreed to by the parties on a claim-by-claim basis. A Clean Claim is "received" on the date CHPW receives either written or electronic notice of the claim. For state sponsored Benefit Plans, if CHPW fails to meet its obligations in this paragraph, CHPW shall pay Contractor interest at the rate of one percent (1%) per month of the contract amount of all unpaid Clean Claims that have not been denied which have aged sixty one (61) or more days until such time as CHPW is again in compliance with these requirements.

4.4 Coordination of Benefits and Third Party Payment.

4.4.1 Contractor will cooperate with CHPW's coordination of benefits, subrogation and third party payment policies as set forth herein and in the Provider Manual.

4.4.2 Contractor shall promptly notify CHPW if it becomes aware that a Member has a subrogation claim or right to reimbursement from a third party and assist CHPW in arranging for assignment of such right to CHPW for collection. Contractor shall also notify CHPW of Members that may approach stop-loss deductibles, have other insurance coverage available, or be eligible for Social Security coverage.

4.4.3 Except as otherwise required by Chapter 284-51 WAC, under no circumstances shall CHPW reimburse Contractor any amount greater than that provided for hereunder. If Contractor has received payment from another coverage plan or entity that has primary payment responsibility under coordination of benefits rules, and that payment is equal to or greater than the rates set forth...
herein, Contractor may not seek additional reimbursement from CHPW. In addition, Contractor shall promptly refund to CHPW any amount CHPW has already paid to Contractor which, when added to amounts paid by another coverage plan or third party for the same Covered Services, are in excess of the rates set forth in this Agreement.

4.4.4 With regard to state sponsored Benefit Plans, payment for Services and benefits shall be secondary to any other medical coverage exception in accord with the applicable rules of WAC 284-51-205(1)(a). CHPW shall not refuse or reduce Services provided hereunder solely due to the existence of similar benefits under another health care contract. CHPW shall pay claims for prenatal care and preventive pediatric care and then seek reimbursement from third parties.

4.5 Overpayment and Underpayment Recoveries.

4.5.1 “Refund” means the return, either directly or through offset to a future claim, of some or all of a payment already received by the Contractor.

4.5.2 CHPW may request a refund from Contractor for overpayment of a previously paid claim within 24 months after the initial payment was made. Such a request must be in writing, identify the specific claim(s) at issue, and specify why Contractor owes the refund. Contractor may contest the request in writing to CHPW within thirty (30) days of receipt in accordance with Section 5.7 Dispute Resolution. Failure by Contractor to contest a request within this thirty (30) day period shall result in the request being deemed to be accepted by Contractor as due and owing. Where a request for refund is contested by Contractor, CHPW may not request that the refund be paid any sooner than six (6) months from the date of Contractor’s receipt of the request.

4.5.3 Except in the case of fraud, or as provided in Section 4.5.4 below, Contractor may not: (a) request additional payment from CHPW to satisfy a claim unless Contractor does so in writing to CHPW within twenty-four (24) months after the date that the claim was denied or payment intended to satisfy the claim was made; or (b) request that the additional payment be made any sooner than six (6) months after receipt of the request. Any such request must identify the specific claim(s) at issue and specify why the Contractor believes CHPW owes the additional payment. Any dispute arising out of such a request shall be handled in accordance with Section 5.7 Dispute Resolution.

4.5.4 Where coordination of benefits is involved, a request for refund by CHPW or a request for additional payment by Contractor pursuant to this Section 4.5.4 must be made within thirty (30) months after the claim was paid or submitted. The requirements of this Section 4.5.4 are not applicable to subrogation claims.
V. MUTUAL OBLIGATIONS

5.1 Independent Contractors. CHPW and Contractor are independent entities. No provision herein is intended to create, nor shall be construed to create, any relationship other than that of independent entities contracting with each other solely for the purpose of effecting this Agreement. Neither party nor any of its respective employees and subcontractors shall be construed to be the principal, agent, employee, or representative of the other party.

5.2 Representatives. Each party shall designate a representative who is responsible for coordination and communication between Contractor and CHPW in performance of this Agreement including review of the Provider Manual and subsequent updates. Each party’s representative and their respective contact information are set forth on Exhibit F, attached hereto and incorporated herein. Each party shall promptly notify the other in writing pursuant to Section 7.6 of any changes to the representative’s designation or contact information.

5.3 Compliance.

5.3.1 Each party shall comply in all material respects with requirements of applicable federal and state laws and regulations, the terms of this Agreement and applicable terms and conditions set forth in CHPW’s contracts with state and federal agencies obligating it to administer all or some of the Benefit Plans referred to herein, including:

5.3.1.1 Applicable Medicare laws, regulations and CMS Instructions;
5.3.1.2 Title VI of the Civil rights Act of 1964 implemented by regulations at 45 CFR 84;
5.3.1.3 The Age Discrimination Act of 1975, implemented by regulations at 45 CFR 91;
5.3.1.4 The Rehabilitation Act of 1973;
5.3.1.5 The Americans with Disabilities Act;
5.3.1.6 The False Claims Act (32 U.S.C. §3729 et. seq.);
5.3.1.7 The Anti-kickback Statute (Section 1128B(b) of the Act);
5.3.1.8 Other laws applicable to recipients of federal funds; and
5.3.1.9 Applicable federal and state laws that pertain to enrollee rights.
5.3.1.10 Additional CMS requirements set forth in Exhibit F attached hereto and incorporated herein.

5.3.2 Each party agrees to require that all subcontracts related to this Agreement will be written and will specify that the subcontractor must also comply with such applicable federal and state laws, regulations and requirements and with terms of this Agreement.

5.3.3 As a condition to entering into this Agreement, and in compliance with 42 CFR 455.101-106, Contractor shall provide to CHPW a completed, accurate Disclosure of or Change in Ownership and Control Interest form. Contractor shall promptly provide updates to the Disclosure of or Change in Ownership and Control Interest form when information on the current form changes. Failure to provide a complete accurate form or updates to it shall be deemed a material breach of this Agreement.
5.4 Confidentiality and Privacy.

5.4.1 All information provided by a party in the process of negotiation and performance of this Agreement identified by either party as confidential or proprietary, including reimbursement rates, fee schedules, Member and CHPW group information, is confidential and shall not be disclosed to any third person or entity in any format without the express prior written consent of the other party. This provision shall not preclude access to such records in order to allow billing and quality assurance review with respect to Covered Services delivered. Upon termination of this Agreement, any documents identified by either party, as proprietary shall be returned or otherwise disposed of as mutually agreed to by the parties. This section shall survive termination of the Agreement.

5.4.2 Each party is a covered entity and in performing this Agreement, each party may have access to and receive from the other party Protected Health Information ("PHI") as those terms are defined under the Health Insurance Portability and Accountability Act of 1996, Section 1171 of Public Law 104-191 ("HIPAA"), and Chapter 70.02 RCW, the Washington State Health Care Information Access and Disclosure of 1991.

5.4.2.1 Each party shall maintain the confidentiality of PHI and shall not use or disclose Member PHI except as necessary to carry out the terms and conditions of this Agreement or as permitted or required by federal or state law or regulations.

5.4.2.2 Each party shall implement a documented health information system and a privacy security program that includes administrative, technical and physical safe guards designed to prevent the accidental or unauthorized use or disclosure of Member PHI and medical records. The information system and the privacy and security program shall, at a minimum, comply with applicable HIPAA regulations regarding the privacy and security of PHI, including but not limited to 42 CFR § 438.242; 45 CFR § 164.306(a); and 45 CFR § 162.200 as well as the HIPAA privacy provisions in Title 13 of the American Recovery and Reinvestment Act of 2009 ("ARRA").

5.4.2.3 This Section 5.4 shall be interpreted as broadly as necessary to implement and comply with applicable current and future HIPAA requirements, and resolve any ambiguity in favor of a meaning that complies and is consistent with HIPAA requirements.

5.4.3 This Section 5.4 shall survive termination of the Agreement.

5.5 Record Retention, Access and Audits.

5.5.1 Each party shall cooperate and assist in providing access to records reasonably required or permitted for inspection, evaluation and audit as set forth herein.
5.5.2 Consistent with industry standards and applicable state and federal laws and regulations, including OIC regulations, each party or its representative may, during normal business hours and upon giving reasonable notice to the other party, audit, examine and inspect (to the extent necessary to perform the audit) the other party’s books and records, including medical records, related to this Agreement, to transactions between CHPW and Contractor hereunder, and to surveys for accreditation and compliance. Pursuant to 42 CFR 438.230, CHPW shall conduct a formal review at least every three years to identify deficiencies and areas for improvement.

5.5.3 Each party shall provide access upon reasonable notice, during regular business hours, to state and federal agencies to periodically inspect or audit its books and records relating to a Member and to the performance of this Agreement as required to comply with state and federal laws and regulations including 42 CFR 422.310(e), 42 C.F.R. 422.502(i), 42 CFR 422.504(e)(2), and 42 CFR 1395x(v)(1)(I). Pursuant to 42 CFR 438.6(g), state and federal agencies may inspect and audit applicable financial records of the Contractor and its subcontractors. HCA or CMS staff may require immediate access for audits related to Medicaid fraud investigations. Contractor shall release to CHPW any information necessary for CHPW to perform its state and federal contractual obligations. Such access shall be limited to that necessary to perform the inspection or audit and to certify the nature and extent of the costs of the Services provided hereunder. Pursuant to 42 CFR 438.6(g), state and federal agencies may inspect and audit applicable financial records of the Contractor and its subcontractors and may require immediate access for fraud investigations. Pursuant to 42 CFR 422.504(e)(2), CMS may access Contractor’s records (including medical records) that are to be used for risk-adjustment data validation (RADV) purposes to determine amounts payable under a Medicare Advantage contract.

5.5.4 Each party shall retain and protect all applicable books and records for at least ten (10) years after termination of this Agreement. Each party acknowledges that certain government agencies, including the Secretary of the Department of Health and Human Services (HHS) and the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, have the right to inspect and audit each party’s books and records for ten (10) years beyond the termination of this Agreement or until the completion of any governmental audit that pertains to such books and records, whichever is later, unless: (i) HHS determines there is special need to retain a particular record or group of records for a longer period and notifies the party at least thirty (30) days before the normal disposition date; (ii) there has been a termination, dispute, or allegation of fraud or similar fault by either party, in which case the retention may be extended to six (6) years from the date of any resulting final resolution of the termination, dispute, fraud, or similar fault; or (iii) HHS determines that there is a reasonable possibility of fraud or similar fault, in which HHS may inspect, evaluate, and audit either party at any time. Without limiting the foregoing, following the commencement of any audit by a government agency, the party subject to the audit shall retain its relevant books and records until completion of said audit. This Section 5.5.4 shall survive termination of this Agreement for the period of time required by state and federal law. Contractor shall provide copies of such records to the auditing agency at Contractor’s cost.
5.6 Responsibility for Own Acts.

5.6.1 Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all legal claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused by said party, its employees, agents or subcontractors. If a claim is made against both parties, each party shall cooperate in the defense and cause its insurers to do likewise. Each party shall, however, retain the right to take any action it believes necessary to protect its own interests.

5.6.2 In regard to state sponsored Benefit Plans, Contractor agrees to indemnify and hold harmless HCA and HCA employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against HCA or its employees through the intentional misconduct, negligence, or omission of Contractor, its agents, officers, employees or subcontractors.

5.7 Dispute Resolution.

5.7.1 If a dispute between CHPW and Contractor arises with regard to performance or interpretation of any of the terms of this Agreement, the parties shall first meet informally in good faith to attempt to resolve the dispute. The complaining party shall send written notice to the other party expressly referencing the provisions of this Section 5.7 and the nature of the dispute. The parties shall meet and in good faith work to resolve the dispute.

5.7.2 If the dispute is not resolved informally within thirty (30) days of receipt of such notice, either party may send written notice to the other requesting formal consideration of the disputed matter and describing its position on the disputed matter. The party receiving such request shall review the matter and send a written response that describes its position on the matter and the basis for its position to the requesting party within thirty (30) days of receipt of the request for formal consideration. Where the party receiving the request for formal consideration fails to respond within thirty (30) days of receipt, the requesting party may proceed as if the request has been rejected.

5.7.3 Where a request for informal or formal resolution fails to result in resolution of the dispute, the parties may agree to non-binding mediation conducted under mediation rules of the American Health Lawyers Association or other mutually agreed organization. The mediator's fees shall be born in equal shares by the parties. All other related costs incurred shall be the sole responsibility of the party incurring the cost.

5.7.4 If the parties cannot resolve the matter through non-binding mediation either party may institute an action in any Superior Court of competent jurisdiction in King County, Washington.
VI. TERM OF AGREEMENT AND TERMINATION

6.1 Term. This Agreement shall take effect on the date specified on page one as the Effective Date, and shall remain in force for an initial term of 12 months from the effective date. It shall automatically renew for successive one year terms unless written notice of intent not to renew is given one hundred twenty (120) days prior to the expiration date of any such annual term, or unless otherwise terminated as provided hereunder.

6.2 Termination upon Breach. Either party may terminate this Agreement if (i) it believes the other party has committed a material breach of the Agreement, (ii) it gives the breaching party written notice describing the breach and (iii) such breach is not corrected, or a corrective action plan approved by both parties is not in place, within thirty (30) days following the written notice. Further, this Agreement may be terminated immediately if a party or any of its Directors, Officers, Owners or employees is excluded from participation in a state and federal sponsored health program, is convicted of a crime, or has its license or certification revoked, or fails to accurately complete and timely return the Disclosure of or Change in Ownership and Control Interest form.

6.3 Termination without Cause. Either party may terminate this Agreement without cause upon at least one hundred twenty (120) days advance written notice to the other party given pursuant to Section 7.6 below. CHPW will inform affected Members of such notice and, subject to the requirements of Section 2.4.7 above, may require such Members to select a different Contracted Participating Provider before the effective date of termination.

6.4 Continuing Responsibilities upon Termination. Neither party shall be released from obligations hereunder prior to the effective termination date of the Agreement. Contractor shall cooperate with and assist CHPW in working with affected Members to develop a reasonable transition plan.

VII. MISCELLANEOUS

7.1 Assignment. Contractor may not assign its duties, rights, or obligations under this Agreement without prior written approval of CHPW, which shall not be unreasonably withheld, and, in regard to state sponsored Benefit Plans, the approval of HCA.

7.2 Discrimination. Neither party shall discriminate against any person because of race, color, national origin, ancestry, religion, gender, marital status, age, sexual orientation, presence of physical or mental handicaps, and any other reason(s) prohibited by law, in the provision of Services or in employment practices.

7.3 Washington State Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington irrespective of choice-of-law principles, except to the extent pre-
empted by federal law. Venue for any action or proceeding related to this Agreement shall be in King County, Washington.

7.4 Amendments.

7.4.1 This Agreement may be amended by the written agreement of both parties.

7.4.2 CHPW may amend this Agreement on sixty (60) days written notice to Contractor. Contractor’s failure to object in writing within sixty (60) days of receipt of such amendment shall constitute Contractor’s acceptance thereof. If Contractor gives timely notice that it objects to such amendment, it may terminate the Agreement without penalty pursuant to Section 6.3.

7.4.3 CHPW may immediately amend this Agreement as necessary to maintain consistency and/or compliance with any state or federal law, policy, directive or state and federal sponsored Benefit Plan.

7.5 Third Party Beneficiaries. Notwithstanding that benefits arising from this Agreement may inure to a Member or other third party, the parties hereto intend that no third party shall be a Third Party Beneficiary of the obligations assumed by either party to this Agreement and no such person shall have the right to enforce any such obligation.

7.6 Notice.

7.6.1 All notices or other communications, except notice of termination, required or permitted to be given hereunder shall be in writing and deemed to have been delivered to a party upon: (i) personal delivery to that party; (ii) electronically confirmed delivery by facsimile to the telephone number provided by the party for such purposes; (iii) electronic mail transmission to the electronic mailbox provided by the party for such purposes; (iv) upon deposit for overnight delivery with a bonded courier holding itself out to the public as providing such services, with charges prepaid; or (v) four (4) business days following deposit with the United States Postal Service, postage prepaid, and in any case addressed to the party as set forth below, or to another address that the party provides by notice to the other party.

7.6.2 Notice of termination shall be in writing and deemed to have been delivered to a party upon deposit for overnight delivery with a bonded courier holding itself out to the public as providing such services, with charges prepaid and signature receipt required; or deposit with the United States Postal Service, postage prepaid and certified mail or return receipt requested, and in any case addressed to the person set forth below, or to another address that the party provides by notice to the other party.
7.7 **Force Majeure.** Neither party shall be considered to be in breach hereof if its failure to comply is occasioned by an act of God, local or national emergency, act of a governmental authority responding to an act of God or other emergency, or the result of a strike, lockout or other labor dispute.

7.8 **Payment of Federal Funds.**

7.8.1 Neither party shall make any specific payment, directly or indirectly, to a physician or physician group as an incentive to reduce or limit Medically Necessary Services furnished to any particular Member. Indirect payments may include offerings of monetary value (e.g. stock options or waivers of debt) measured in the present or future.

7.8.2 Each party shall remain in good standing with applicable regulatory agencies and shall comply with applicable federal and state laws and regulations. Each party, in fulfilling its obligations hereunder, acknowledges that it is subject to certain laws that are applicable to individuals and entities receiving federal funds. Each party agrees to inform all related entities, contractors, and subcontractors that payments that they receive are, in whole or in part, from federal funds.

7.9 **Construction.**

7.9.1 Entire Agreement. This Agreement, with attached exhibits, constitutes the entire agreement between the parties with respect to its subject matter and supersedes any and all previous or contemporaneous agreements and understandings regarding such subject matter.

7.9.2 Construction and Applicability of certain laws and regulations.

7.9.2.1 Nothing in this Agreement modifies any benefits, terms or conditions contained in the Member’s CHPW benefit plan. In the event of a conflict between this Agreement and the benefits, terms, and conditions of the Member’s benefit plan, the benefits, terms or conditions contained in the Member’s CHPW benefit plan shall govern.

7.9.2.2 In addition to the applicable terms of this Agreement, as to the state sponsored products offered by CHPW through its contracts with HCA and listed in Exhibit B, the contract between the HCA and CHPW as well as applicable laws and regulations shall govern construction.
7.9.2.3 In addition to the applicable terms of this Agreement, as to Medicare Advantage Plans listed on Exhibit B, applicable laws and regulations as well as the CMS-CHPW Contract, CMS guidance and instructions shall govern construction.

7.9.2.4 In addition to the applicable terms of this Agreement, as to the Health Benefit Exchange Products listed on Exhibit B, applicable laws and regulations including those from the Washington Health Benefit Exchange, the Health Benefit Exchange Act including the 2012 regular session laws, chapter 87, Affordable Care Act Implementation and regulations adopted pursuant to RCW 43.71 and the Washington State Office of the Insurance Commissioner ("OIC") shall govern construction.

7.9.2.5 With regard to this Agreement in general, contacts between CHPW and HCA or CMS shall guide and control interpretation of the terms herein. Ambiguities shall be reasonably construed in accordance with all relevant circumstances and shall not be construed against either party, irrespective of which party is deemed to have authored the ambiguous provision. The captions and headings appearing herein are for reference only and will not be considered in construing this Agreement. As used herein, "including" means "including without limitation." If any provision hereof is held invalid or unenforceable, such provision will be amended to achieve as nearly as possible the same economic and operational effect as the original provision, and the remainder of this Agreement will remain in full force and effect. Waiver by either party of the breach of any provision hereof by the other party will not operate or be construed as a waiver of any subsequent, similar or other breach by the breaching party. The rights of each party granted herein are in addition to any others that a party may be entitled to by law, shall be construed as cumulative, and no such right is exclusive of any others or of any right or priority allowed by law. Whether specifically identified or not, obligations of the parties hereunder that, by their nature or content would continue beyond the expiration or termination of this Agreement, shall survive such expiration or termination, and the statute of limitations shall not begin to run until the time such obligations have been fulfilled. This Agreement may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same instrument.

Signature Page follows
The undersigned have executed this Agreement as of the date and year written below.

Community Health Plan of Washington
1111 Third Avenue, Suite 400
Seattle, WA 98101-3292
Phone: (206) 521-8833

By: ______________________________
Print Name: _Abie Castillo__________
Title: SVP, Provider Svs/ Network Dvlpmnt
Date: _____________________________
Effective Date: _____________________

County of Pacific DBA Pacific County Public Health and Human Services Department
1216 W Robert Bush Drive
South Bend, WA 98586
Phone: (360) 875-9343

By: ______________________________
Print Name: _________________________
Title: _______________________________
Date: _______________________________
EXHIBIT A:
CONTRACTOR LOCATIONS AND PARTICIPATING PROVIDER ROSTERS

Contractor Name ________________________________ TIN/NPI ________________

1. Pursuant to Section 2.2.1 of this Agreement, the following are Contractor locations covered under this Agreement:

   Location A: ___________________________ TIN/NPI: ________________
   Location B: ___________________________ TIN/NPI: ________________

2. Pursuant to Sections 2.2.1 and 2.3.4 of this Agreement, either complete the following or attach roster inclusive of the information requested below for Contracted Participating Providers at each Contractor Location. Roster Effective Date: __________________________

   Location A:

   Address: ___________________________________________________
   Suite/Building #: _____________________________________________
   City: ________________ State: __________ Zip: _________
   Main Office Phone: ________________ Fax: ________________

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<thead>
<tr>
<th>Contracted Participating Provider Name</th>
<th>Specialty</th>
<th>Employee or Subcontractor*</th>
<th>Subcontracted Entity Name**</th>
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* Required. For each Facility-Based Provider listed, indicate status as Employee or Subcontractor
** If Subcontractor, please provide the name of the entity with which the Facility is contracted.

Use additional pages to add Rosters for Contracted Participating Providers in additional locations.

3. Whenever there are changes to any information on this Exhibit A, (and if Contractor wishes to provide additional department contact information e.g. medical records, claims, etc.) Contractor shall promptly update the form either in writing to CHPW pursuant to Section 7.6 or by entering the information at Provider.Changes@CHPW.org.
EXHIBIT B
BENEFIT PLANS

The following are the Benefit Plans offered by Community Health Plan of Washington that may be subject to this Agreement. CHPW may add Benefit Plans or otherwise make changes to this Exhibit B (e.g. termination of a Benefit Plan) by notifying Contractor in writing of such addition(s) or change(s), and Contractor shall not unreasonably withhold its consent to participate in additional Benefit Plan(s) or accept such change(s). If Contractor fails to object in writing within sixty days of its receipt of such notice, Contractor will be deemed to have agreed to inclusion of the additional Benefit Plan(s). The following Benefit Plans are designated as either “Included” or “Not Included” for purposes of this Agreement.

A. Medicaid Plans

Washington Apple Health

Included

B. Medicare Advantage (MA) Plans

Community HealthFirst™ Medicare Advantage Plans and Community HealthFirst™ Medicare Advantage Prescription Drug Plans
Community HealthFirst™ Medicare Advantage Special Needs Plan

Not Included

C. CHPW Health Benefit Exchange Products

Individual Product
Small Group Products

Included

D. CHPW Commercial Products

Individual Product
Small Group Product

Included

Effective Date ___________________
1. **Rates.** Subject to Section 4.3, reimbursement rates for Covered Services billed under Contractor’s tax ID numbers for included Benefit Plans shall be the lesser of billed charges or the following and will be less any applicable Cost Sharing Amounts:

   **A. Washington Apple Health**
   
   100% of MEDICAID FFS

   **B. Medicare Plans**
   
   *Community HealthFirst™ Medicare Advantage Plans* and
   *Community HealthFirst™ Medicare Advantage Prescription Drug Plans:*

   Not Included

   *Community HealthFirst™ Medicare Advantage Special Needs Plan*

   Not Included

   This Section B reflects the CMS “Medicare Advantage” rates.  

   CHPW may adjust payments to provider consistent with any adjustment that CMS applies to CHPW as a Medicare Advantage Organization.

---

1 Medicare Managed Care GME, IME, and Allied Health payments are paid through the Medicare cost reporting process, and are therefore excluded from these referred payment rates.

2 Sole Community (SCH) and Medicare Dependent Hospitals (MDH) receive a supplemental payment if their inflated and case mix adjusted base-year cost, referred to as their Hospital Specific Rate (HSR) exceed the Medicare Operating MDSRG and Outlier payments under traditional Medicare Part A fee for service. SCH and MDH special payment adjustments are excluded from these referred payment rates.
C. CHPW Health Benefit Exchange Product

Individual Product
Small Group Product

150% of MEDICAID FFS

CHPW Health Benefit Exchange Products’ rates and compensation described herein shall supersede any other rates or compensation Contractor is eligible to receive for CHPW Health Benefit Exchange Products under Provider Agreements Contractor holds with third parties.

D. CHPW Commercial Products

Individual Product
Small Group Product

150% of MEDICAID FFS

2. Default Rates. For state-sponsored plans included herein, claims for Covered Services for which there is no HCA payment rate shall be paid according to HCA conversion factors and Medicare RVU’s. If no Medicare RVU is available, the payment rate shall be the HCA “By Report” percentage of billed charges.

3. Payment. All payments hereunder shall be made in accordance with the terms of this Agreement, the Provider Manual, applicable billing instructions and policy guidelines published and periodically updated by applicable state and federal agencies as set forth in Section 4.1 of the Agreement.

Effective Date ________________
Contractor hereby acknowledges review of CHPW’s Provider Manual and acknowledges that the Provider Manual was made available to Contractor for review prior to Contractor’s decision to enter into this Agreement. The Provider Manual is available at the CHPW website, www.CHPW.org.

Date of review: ____________________

Initials of Contractor’s authorized representative: ____________________

Effective Date ____________________
EXHIBIT E
CONTRACT REPRESENTATIVES AND CONTACT INFORMATION

County of Pacific DBA Pacific County Public Health and Human Services Department

Name/Title and Mailing Address:

________________________________________________________________________

________________________________________________________________________

ATTN: ____________________________________________________________

FAX: ___________________________ Email: ___________________________

Phone: ________________________

Community Health Plan of Washington

Community Health Plan of Washington
1111 Third Avenue, Suite 400
Seattle, WA 98101-3292
ATTN: Provider Contracting Department

Provider Contracting Department
FAX: (206) 613-5018
Email: Provider_Relations@CHPW.Org
Phone: (206) 652-7144

Contract Administrator:
Name: Patricia Lorda
Email: patricia.lorda@chpw.org
Phone: (206) 652-7183

Effective Date ______________________
The Centers for Medicare and Medicaid Services ("CMS") requires that specific terms and conditions be incorporated into agreements between a Medicare Advantage Organization and a First Tier Entity and between a First Tier Entity and Downstream Entity to comply with the Medicare laws, regulations, and CMS instructions, including, but not limited to, the Medicare Prescription Drug, Improvement and Modernization Act of 2003, Pub. L. No. 108-173, 117 Stat. 2066 ("MMA"); and

Except as provided herein, all other provisions of the Agreement or other agreements between Community Health Plan of Washington ("CHPW" or "MA Organization") and Contractor not inconsistent with this Exhibit F shall remain in full force and effect. This Exhibit F shall supersede and replace any inconsistent provisions to such agreements; and, to ensure compliance with required CMS provisions, this Exhibit F shall continue concurrently with the term of such agreements.

**Definitions**: The following definitions apply to this Exhibit F:

Centers for Medicare and Medicaid Services ("CMS"): the agency within the Department of Health and Human Services that administers the Medicare program.

Completion of Audit: completion of audit by the Department of Health and Human Services, the Government Accountability Office, or their designees of a Medicare Advantage Organization, Medicare Advantage Organization contractor or related entity.

Downstream Entity: any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the MA benefit, below the level of the arrangement between an MA organization (or applicant) and a first tier entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

Final Contract Period: the final term of the contract between CMS and the Medicare Advantage Organization.

First Tier Entity: any party that enters into a written arrangement, acceptable to CMS, with an MA organization or applicant to provide administrative services or health care services for a Medicare eligible individual under the MA program. Contractor is a First Tier Entity for purposes of this Agreement.
Medicare Advantage ("MA"): an alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits those eligible beneficiaries would otherwise receive directly from the Medicare program.

Medicare Advantage Organization ("MA organization"): a public or private entity organized and licensed by a State as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the MA contract requirements. CHPW is the MA organization for purposes of this Agreement.

Member or Enrollee: for purposes of this Exhibit F is a Medicare Advantage eligible individual who has enrolled in or elected coverage through CHPW.

Provider: (1) any individual who is engaged in the delivery of health care services in a State and is licensed or certified by the State to engage in that activity in the State; and (2) any entity that is engaged in the delivery of health care services in a State and is licensed or certified to deliver those services if such licensing or certification is required by State law or regulation.

Related entity: any entity that is related to the MA organization by common ownership or control and (1) performs some of the MA organization's management functions under contract or delegation; (2) furnishes services to Medicare enrollees under an oral or written agreement; or (3) leases real property or sells materials to the MA organization at a cost of more than $2,500 during a contract period.

Contractor agrees to the following:

1. HHS, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of the first tier, downstream, and entities related to CMS' contract with CHPW, (hereinafter, "MA organization") through 10 years from the final date of the final contract period of the contract entered into between CMS and the MA organization or from the date of completion of any audit, whichever is later. [42 C.F.R. §§ 422.504(i)(2)(i) and (ii)]

2. Contractor will comply with the confidentiality and enrollee record accuracy requirements, including: (1) abiding by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by enrollees to the records and information that pertain to them. [42 C.F.R. §§ 422.504(a)(13) and 422.118]

3. Enrollees will not be held liable for payment of any fees that are the legal obligation of CHPW. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]

4. For all enrollees eligible for both Medicare and Medicaid, enrollees will not be held liable for...
Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Providers will be informed of Medicare and Medicaid benefits and rules for enrollees eligible for Medicare and Medicaid. Contractor may not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under title XIX if the individual were not enrolled in such a plan. Providers will: (1) accept the MA plan payment as payment in full, or (2) bill the appropriate State source. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]

5. Any services or other activity performed in accordance with a contract or written agreement by Contractor are consistent and comply with the MA organization’s contractual obligations. [42 C.F.R. § 422.504(i)(3)(iii)]

6. Contracts or other written agreements between the MA organization and providers or between first tier and downstream entities must contain a prompt payment provision, the terms of which are developed and agreed to by the contracting parties. The MA organization is obligated to pay contracted providers under the terms of the contract between the Contractor and the provider. [42 C.F.R. §§ 422.520(b)(1) and (2)]. The prompt payment provision is included in Section IV of the Agreement.

7. Contractor and any related entity, contractor or subcontractor will comply with all applicable Medicare laws, regulations, and CMS instructions. [42 C.F.R. §§ 422.504(i)(4)(v)]

8. Should the MA organization delegate responsibility for any administrative services to Contractor, such services shall be provided pursuant to a separate Delegated Services Agreement (the “delegation activities”). In such instance:

(i) The MA organization shall monitor the performance of Contractor on an ongoing basis.

(ii) CMS and the MA organization reserve the right to revoke the delegation activities and reporting requirements or to specify other remedies in instances where CMS or the MA organization determine that Contractor has not performed satisfactorily.

9. The credentials of medical professionals affiliated with the party or parties will be either reviewed by the MA organization or the credentialing process will be reviewed and approved by the MA organization and the MA organization must audit the credentialing process on an ongoing basis. If the MA organization delegates the selection of providers, contractors, or subcontractor, the MA organization retains the right to approve, suspend, or terminate any such arrangement. [42 C.F.R. §§ 422.504(i)(4) and (5)]

In the event of a conflict between: (i) the terms and conditions of this Exhibit F and (ii) the terms of the Agreement or another agreement, the terms of this Exhibit F control.
AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

BOCC ACTION:  ☐ APPROVED  ☐ DENIED

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS
☐ NO ACTION TAKEN/WITHDRAWN  ☐ DEFERRED TO: ___________________________
☐ CONTINUED TO DATE: ______________  ☐ TIME: ___________________________
☐ OTHER: ___________________________

Agenda Item #: 14  Initial: ____________________  Date: ______________

Review  ☐ Clerk of the Board  ☐ Risk Mgmt
☐ Legal Required

DISTRIBUTION LIST:

☐ RF  ☐ Assessor  ☐ DPW  ☐ NDC  ☐ Superior Court
☐ CF  ☐ Auditor  ☐ EMA  ☐ PACCOM  ☐ Treasurer
☐ SEA  ☐ Clerk  ☐ Fair  ☐ Prosecutor  ☐ Veg Mgmt
☐ CivilService  ☐ Health  ☐ SDC  ☐ WSU Ext.
☐ DCD  ☐ Juvenile  ☐ Sheriff  ☐ Other

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Health  DIVISION (If applicable):

OFFICIAL NAME & TITLE: Mary Goetz, Director  PHONE / EXT: 2644

SIGNATURE: ___________________________  DATE: 3/6/18

NARRATIVE OF REQUEST

Request the Board approve and sign the application to United Health Care in order for our department to enter into an agreement to bill for services to this insurance.

RECOMMENDED MOTION  (To Be Completed by the Clerk/Deputy Clerk of the Board)

Approve Participation Agreement with United Healthcare to bill for services and authorize Director to sign
Name of Contractor: United Health Care

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended):
Participant Agreement

☐ W-9 Attached for all vendors/contractors (County issuing payment to)  ☐ Certificate of Insurance Attached (if required)

Indicate type:  ☐ Intergovernmental/Interagency  ☐ Employment/Special Services Agreement  ☐ Federal Contract

☐ Memorandum of Understanding/Agreement  ☐ Interoffice/Interdepartmental  ☐ State Contract

Contractor Type (check all that apply):
☐ For-Profit  ☐ Private Organization/Individual

☐ Non-Profit  ☐ Public Organization/Jurisdiction

☐ State  ☐ Sub-Recipient

☐ Federal  ☐ Other

Please provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.

TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):


☐ Small PW Process (<$300,000)  ☐ PW Project (>300,000)

Equipment, Materials, & Supplies (RCW 36.32): ☐ <$5,000 (attach 3 bids)  ☐ $5,000-$25,000 (use small works roster)

☐ >$25,000 (competitive bids)

Services / Leases:
☐ Architectural & Engineering  ☐ Personal Services

☐ Lease (Personal Property i.e. copier, printer)  ☐ Lease (Real)

☐ Telecomm & Data Processing  ☐ Other (Describe):

To be located at:

Exceptions to Bidding (Please provide appropriate documentation):

☐ Insurance/Bonds  ☐ Emergency Event (Purchases/Public Works)

☐ Single (Sole) Source Purchase*  ☐ Special Facilities/Market Conditions

*Resolution Required

☐ PURCHASE UNDER ANOTHER AGENCY’S CONTRACT (“Piggybacking”)

Please attach the following:
- Copy of Intergovernmental Agreement with other agency
- Confirmation that vendor agrees to participation
- Documentation that contract was awarded in compliance with bidding law
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

☐ RFP  ☐ RFQ  ☐ Franchise  ☐ Annexation  ☐ Ordinance  ☐ Resolution

☐ Appeal  ☐ Inventory Acquisition/Disposal  ☐ Tort Claim  ☐ Call for Bids

☐ Open Space  ☐ Post, Advertise, & Fill Position

☐ Other (please describe):

BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):

The Health department is attempting to contract with the five insurance companies that currently provide Medicaid coverage in our County. The hope is that the more companies we contract with the better we are able to recoup costs of the billable programs we provide, particularly immunizations and family planning. This has been reviewed by Eric Weston, Prosecutor's office.

TOTAL COST/AMOUNT (Include sales & use tax):

TOTAL TAX: EXPENDITURE FUND #:118 XXX.XXX.XX.XX

EXPENDITURE BUDGETED?  ☑ Yes  ☐ No  SUPPLEMENTAL REQUIRED?  ☑ Yes  ☐ No

IN-KIND MATCH REQUIRED?  ☑ Yes  ☐ No  DESCRIBE MATCH:

MATCHING FUNDS REQUIRED?  ☑ Yes  ☐ No  AMOUNT OF MATCHING FUNDS:

Revised 8/2015
Exhibit A to Resolution No. 2010-013
November 14, 2017

PACIFIC CTY DEPT/HLTH/HUMAN SVCS
PO BOX 26
SOUTH BEND, WA 98586-0026

Re: Action Required — Review of Participation Agreement

To Whom It May Concern:

We believe your group practice would benefit from executing a UnitedHealthcare Medical Group Participation Agreement, which enables all physicians in your medical group to participate with UnitedHealthcare under one contract, one Tax Identification Number (TIN) and one fee schedule(s), and we ask that you consider this option for your group practice.

The Agreement will replace and supersede all of the individual contracts and fee schedules currently in place between UnitedHealthcare and your medical group physicians. You can review additional details about our products and policies as referenced in the Agreement, including our Administrative Guide at UnitedHealthcareOnline.com > Tools & Resources > Policies, Protocols and Guides.

Electronic Signature of the Medical Group Participation Agreement

UnitedHealthcare offers electronic contracting to physicians and practitioners so that agreements can be easily signed and returned by email, which replaces the need to print, sign and mail the agreements back to us. This secure, paperless process meets all state and federal requirements for privacy and compliance. If you choose to transition your group to the Medical Group Participation Agreement, please follow the instructions provided in the attached Agreement to sign your Medical Group Participation Agreement within 90 calendar days from the date of this letter.

By signing the Medical Group Participation agreement, you are attesting that you have full authority to bind the above-referenced practice to the agreement. If you are not authorized to sign participation agreements for this practice, please forward the participation agreement to an authorized signer using the link provided in the email.

Since your medical group includes more than one physician, please verify, update and return the attached Physician Roster. Also included for your review and acceptance are the market-standard specifications and samples of the new fee schedule(s) for your group.

To implement to the Medical Group Participation Agreement for your group practice, please do the following:

1. Sign both contracts
2. Verify and Update Appendix 3 — Physician Roster
3. Complete Appendix 4 — Your Practice Locations
4. Click “Send” to return your contract.

Insurance coverage provided by UnitedHealthcare Insurance Company or its affiliates. Health plan coverage provided by UnitedHealthcare of Arizona, Inc.; UnitedHealthcare of California, UnitedHealthcare of Colorado, Inc.; UnitedHealthcare of Oregon, Inc.; UnitedHealthcare of Utah, Inc.; and UnitedHealthcare of Washington, Inc. or other affiliates. Administrative services provided by United Healthcare Services, Inc. or its affiliates.

Doc#: UHC2047a.1_20130311
This option is valid for 90 days from the date of this letter and will expire after that date. We hope you will consider it. Please call Network Management at Washington at 866-574-6088 with any questions. Thank you.

Sincerely,

UnitedHealthcare

Enclosures
Participation Agreement Check List

Below is a checklist of actions to be completed prior to returning your Medical Group Participation Agreement to UnitedHealthcare within 90 days of the date of this letter:

☐ Review the Medical Group Participation Agreement
☐ Have your practice's authorized signatory sign and date all designated signature block(s) in the Agreement
☐ Complete any other designated areas of the Agreement that applies to your practice.
☐ Complete the Demographic Form, for your practice

If you received a paper Agreement, then complete the following items:

☐ Confirm that your Tax Identification Number (TIN) on the signature page is accurate. If it is not accurate, please enter the correct TIN and initial the change. Please include an updated W-9 to confirm the change in your TIN.
☐ Return both copies of the signed Agreement including regulatory appendices, fee schedule, group roster, practice location page and the W-9 in the return envelope and mail to:

UnitedHealthcare Provider Contract and Data Management
780 Shiloh Road, MS-1.700
Plano, TX 75074

Please do NOT enter an effective date on the Agreement or make any handwritten comments or markings on the contract or fee schedules.

Once the Agreement is fully executed by both parties, we will send you a copy of the signed Agreement with the effective date.

For commercial products in the West Region: Insurance coverage provided by or through UnitedHealthcare Insurance Company or its affiliates. Health Plan coverage provided by or through UnitedHealthcare of Arizona, Inc., UnitedHealthcare of California, UnitedHealthcare of Colorado, Inc., UnitedHealthcare of Oregon, Inc., UnitedHealthcare of Utah, Inc., and UnitedHealthcare of Washington, Inc. Administrative services provided by United HealthCare Services, Inc. or its affiliates.

Doc#: UHC2047a.1_20130311
INTRODUCTION

Our agreement consists of this contract, the appendices, and the additional materials we reference in the attached Appendix 1.

Guiding principles

We strive to operate in accordance with the following principles:

- We want to work together with America's best physicians to improve the health care experience of our customers.

- We respect and support the physician/patient relationship while adhering fairly to the contract for benefits we provide our customers.

- Whether a particular treatment is covered under a benefit contract should not determine if the treatment is provided. Physicians and health care professionals should provide the care they believe is necessary regardless of coverage.

- You should discuss treatment options with patients regardless of coverage. We encourage that communication.

- Physicians should describe any factors that could affect their ability to render appropriate care. Matters such as professional training, financial incentives, availability constraints, religious or philosophical beliefs, and similar matters are all things that a physician should consider discussing with a patient. We encourage these communications. We urge full disclosure.

- Fairness and efficiency will govern the ways in which we administer our products. We will make our determinations promptly. Our commitments to our customers will be clear. We will honor our agreements. When it comes to coverage determinations, the language of the benefit contract will take precedence.

Next steps

Please read this agreement. If you have questions, write to or call:

UnitedHealthcare
Network Contract Support
780 Shiloh Road, MS-1.700
Mail Route: TX023-1000
Plano, TX 75074
(866) 574-6088

You can visit our website at www.unitedhealthcareonline.com (UnitedHealthcare Online®) for additional details on items described in the agreement. If the agreement is acceptable to you, please sign both of the enclosed copies of the contract, and send both copies to the address above.
MEDICAL GROUP CONTRACT

This agreement is entered into by and between UnitedHealthcare Insurance Company, UnitedHealthcare of Washington, Inc., and PacifiCare Life and Health Insurance Company ("Carrier", "we", "our(s)", "us") contracting on behalf of itself individually and you for certain products and services we offer our customers, all of which we describe in the attached Appendix 2.

This agreement applies to you and to your professional staff (the physicians and other professionals who are your employees, or your independent contractors providing services to your patients, and who are subject to credentialing by us) and the services you provide at the locations in the attached Appendix 4. When this agreement refers to "you", it also refers to your professional staff. Your professional staff is bound to the same requirements of this agreement as you are. You represent to us that you have the authority to bind your professional staff to this agreement.

With your signature, you confirm you understand the contract, the appendices, and the items referenced in Appendix 1.

<table>
<thead>
<tr>
<th>UnitedHealthcare Insurance Company</th>
<th>Medical Group: PACIFIC CTY DEPT/HLTH/HUMAN SVCS</th>
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<tbody>
<tr>
<td>Address: 7525 SE 24TH ST STE 200</td>
<td>Street: 7013 SANDRIDGE RD</td>
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<tr>
<td>City: MERCER ISLAND</td>
<td>City: LONG BEACH</td>
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<td>State: WA</td>
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UHC/SMGA.03.12.WA Parties bound to confidentiality under Section 'About data and confidentiality'
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**UnitedHealthcare of Washington, Inc.**

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For office use only:

Month, day and year in which agreement is first effective: ________

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**Medical Group:** PACIFIC CTY DEPT/HLTH/HUMAN SVCS
What you will do

You need to be credentialled in accordance with our Credentialing Plan, as referenced in Appendix 1, for the duration of this agreement.

You must notify us in a timely manner about certain services you provide in accordance with our Administrative Guide so that we can provide our customers with the services we have committed to provide. If you do not so notify us about these services, you will not be reimbursed for the services, and you may not charge our customer.

Within one year of the effective date of this agreement, you must conduct business with us entirely on an electronic basis to the extent that we are able to conduct business electronically (described in the Administrative Guide), including but not limited to determining whether your patient is currently a customer, verifying the customer’s benefit, and submitting your claim. We will communicate enhancements in UnitedHealthcare Online® functionality as they become available and will make information available to you as to which products are supported by UnitedHealthcare Online.

You must submit your claims within 90 days of the date of service. After we receive your claim, if we request additional information in order to process your claim, you must submit this additional information within 90 days of our request. If your claim or the additional information is not submitted within these timeframes, you will not be reimbursed for the services, and you may not charge our customer.

You will submit claims only for services performed by you or your staff. Pass through billing is not payable under this agreement and may not be billed to our customer. For laboratory services, you will only be reimbursed for the services that you are certified through the Clinical Laboratory Improvement Amendments (CLIA) to perform, and you must not bill our customers for laboratory services for which you are not certified.

You will submit claims that supply all applicable information. These claims are complete claims. Further information about complete claims is provided in our Administrative Guide.

If you disagree with our payment determination on a claim, you may submit an appeal as described in our Administrative Guide.

You will not charge our customers anything for the services you provide, if those services are covered services under their benefit contract, but the applicable co-pay, coinsurance or deductible amount. If the services you provide are denied or otherwise not paid due to your failure to notify us, to file a timely claim, to submit a complete claim, to respond to our request for information, or based on our reimbursement policies and methodologies, you may not charge our customer. If the services you provide are denied for reason of not being medically necessary, you may not charge our customer unless our customer has, with knowledge of our determination of a lack of medical necessity, agreed in writing to be responsible for payment of those charges. If the services you provide are not covered under our customer’s benefit contract, you may, of course, bill our customer directly. You will not require a customer to pay a “membership fee” or other fee in order to access you for covered services (except for co-payments, coinsurance and/or deductibles provided for under the customer’s benefit contract) and will not discriminate against any customer based on the failure to pay such a fee.

You will cooperate with our reasonable requests to provide information that we need. We may need this information to perform our obligations under this agreement, under our programs and agreements with our customers, or as required by regulatory or accreditation agencies.
You will refer customers only to other network physicians and providers, except as permitted under our customer’s benefit contract, or as otherwise authorized by us or the participating entity.

**What we will do**

We or the other applicable participating entity will promptly adjudicate and pay your complete claim for services covered by our customer’s benefit contract. If you submit claims that are not complete,

- You may be asked for additional information so that your claim may be adjudicated; or
- Your claim may be denied and you will be notified of the denial and the reason for it; or
- We may in our discretion attempt to complete the claim and have it paid by us or the other applicable participating entity based on the information that you gave in addition to the information we have.

If governing law requires us to pay interest or another penalty for a failure to pay your complete claim for covered services within a certain time frame, we will follow those requirements. The interest or other penalty required by law will be the only additional obligation for not satisfying in a timely manner a payment obligation to you. In addition, if we completed a claim of yours that was not complete, there shall be no interest or other late payment obligation to you even if we subsequently adjust the payment amount based on additional information that you provide.

The applicable participating entity will reimburse you for the services you deliver that our customer’s benefit contract covers. The amount you receive will be based on the lesser of your billed charges or our fee schedule, which is described at Appendix 1 and is subject to the reimbursement (coding) policies and methodologies of us and the participating entities. Our reimbursement policies and methodologies are updated periodically and will be made available to you online or upon request. To request a copy of our reimbursement policies and methodologies, write to UnitedHealthcare, Network Contract Support, 780 Shiloh Road, MS-1.700, Mail Route: TX023-1000, Plano, TX 75074. Your reimbursement is also subject to our rules concerning retroactive eligibility, subrogation and coordination of benefits (as described in the Administrative Guide). We recognize CPT reporting guidelines as developed by the American Medical Association, as well as ICD diagnostic codes and hospital-based revenue codes. Following these guidelines does not imply a right to reimbursement for all services as coded or reported.

Ordinarily, fee amounts listed in the Payment Appendix(ices) are based upon primary fee sources. We reserve the right to use gap-fill fee sources where primary fee sources are not available.

We routinely update our fee schedule in response to additions, deletions and changes to CPT codes by the American Medical Association, price changes for immunizations and injectable medications, and in response to similar changes (additions and revisions) to other service coding and reporting conventions that are widely used in the health care industry, such as those maintained by the Centers for Medicare and Medicaid Services (for example, HCPCS). Ordinarily, our fee schedule is updated using similar methodologies for similar services. We will not generally attempt to communicate routine maintenance of this nature and will generally implement updates within 90 days from the date of publication.

We will give you 90 days written or electronic notice of non-routine fee schedule changes which will substantially alter the overall methodology or reimbursement level of the fee schedule. In the event such changes will reduce your overall reimbursement under this Agreement, you may terminate this Agreement by giving 60 days written notice to us, provided that the notice is given by you within 60 days after the notice of the fee schedule change.
If either of us believes that a claim has not been paid correctly, either of us may seek correction of the payment within a 12-month period following the date the claim was paid, except that overpayments as a result of abusive or fraudulent billing practices may be pursued by us beyond the 12-month time frame mentioned above. In the event of an overpayment, we will correct these errors by adjusting future claim payment and/or by billing you for the amount of the overpayment.

Your professional staff and practice locations

You represent to us that all of the members of your professional staff, as of the date you executed this agreement, are listed in Appendix 3. All of the members of your professional staff will participate in our network through this agreement, except in cases in which one of your professional staff is not accepted for participation or is removed from participation under our credentialing program, or removed from participation by us immediately due to that professional being sanctioned by any governmental agency or authority (including Medicare or Medicaid), or having lost a license to provide all or some of the professional services under this agreement, or no longer having hospital admitting privileges in any participating hospital. Your professional staff will cooperate with our credentialing program.

If a new professional joins your professional staff, you will give us 60 days notice and provide the information included in Appendix 3. You will assure that the new professional will promptly submit a credentialing application to us (unless the new professional is already credentialed with us) and cooperate with our credentialing program.

You will assure that a member of your professional staff who has not been approved or is not in good standing under our credentialing program will not provide covered services to our customers. In the event that professional does provide covered services, you will not bill us, our customer, or anyone acting on our customer's behalf for the service, and you will assure that the professional also does not bill for the service.

If a professional leaves your professional staff, you will notify us within ten business days after you become aware that the professional will leave. The notice will include the date that the professional will depart from your professional staff. If you know the future contact information for the professional and whether the professional will continue to practice after leaving your professional staff, you will make reasonable commercial efforts to include that information in the notice and will provide that information to us if we request it.

This agreement applies to your practice locations identified in Appendix 4. If you begin providing services at other locations (either by opening such locations yourself, or by acquiring, merging or coming under common ownership and control with an existing provider of services that was not already under contract with us or a company under common ownership to participate in a network of health care providers), those additional locations will become subject to this agreement 30 days after we receive notice from you.

If you acquire or are acquired by, merged with, or otherwise become affiliated with another provider of health care services that is already under contract with us or a company under common ownership to participate in a network of health care providers, this agreement and the other agreement will each remain in effect and will continue to apply as they did prior to the acquisition, merger or affiliation, unless otherwise agreed to in writing by all parties to those agreements.

If you decide to transfer some or all of your assets to another entity, and the result of the transfer would be that all or some of the services subject to this agreement would be rendered by the other entity rather than
by you, you must first request that we approve an assignment of this agreement as it relates to those services and the other entity must agree to assume this agreement.

**How long our agreement lasts; how it gets amended; and how it can end**

Assuming you are credentialed by us, and we execute this agreement, you will receive a copy from us with the effective date noted below the signature block. It continues until one of us terminates it.

We can amend this agreement or any of the appendices on 90 days' written or electronic notice by sending you a copy of the amendment. Your signature is not required to make the amendment effective. However, if you do not wish to continue your participation with our network as changed by an amendment that is not required by law or regulation but that includes a material adverse change to this agreement, then you may terminate this agreement on 60 days' written notice to us so long as you send this termination notice within 30 days of your receipt of the amendment.

In addition, this agreement has an initial term of one year and it will automatically renew after the initial term for renewal terms of one year each. Either you or we can terminate this agreement, effective at the end of the initial term or effective at the end of any renewal term, by providing at least 90 days’ prior written notice. Either you or we can terminate this agreement at any time if the other party has materially breached this agreement, by providing 60 days’ written notice, except that if the breach is cured before our agreement ends, the agreement will continue.

Either of us can immediately terminate this agreement if the other becomes insolvent or has bankruptcy proceedings initiated.

Finally, we can immediately terminate this agreement if any governmental agency or authority (including Medicare or Medicaid) sanctions you.

We both agree that termination notices under this agreement must be sent by certified mail, return receipt requested, to UnitedHealthcare, Network Management, 7525 SE 24th Street, Suite 200, Mercer Island, WA 98040 or to the post office address you provided us. We both will treat termination notices as “received” on the third business day after they are sent.

**About data and confidentiality**

We agree that your medical records do not belong to us. You agree the information contained in the claims you submit is ours. We both will protect the confidentiality of our customers’ information in accordance with applicable state and federal laws, rules, and regulations.

We are both prohibited from disclosing to third parties any fee schedule or rate information. There are three exceptions:

- You can disclose to our customer information relating to our payment methodology for a service the customer is considering (e.g., global fee, fee for service), but not specific rates (unless for purposes of benefit administration).

- We and the participating entities may use this information to administer our customers’ benefit contracts and to pay your claims. We also may permit access to information by auditors and other consultants who need the information to perform their duties, subject to a confidentiality agreement.
• We both may produce this information in response to a court order, subpoena or regulatory requirement to do so, provided that we use reasonable efforts to seek to maintain confidential treatment for the information, or to a third party for an appropriate business purpose, provided that the disclosure is pursuant to a confidentiality agreement and the recipient of the disclosure is not a competitor of either of us.

**What if we do not agree**

We will resolve all disputes between us by following the dispute procedures set out in our Administrative Guide. If either of us wishes to pursue the dispute beyond those procedures, they will submit the dispute to binding arbitration in accordance with the Commercial Dispute Procedures of the American Arbitration Association (see http://www.adr.org) within one year.

We both expressly intend that any dispute between us be resolved on an individual basis so that no other dispute with any third party(ies) may be consolidated or joined with our dispute. We both agree that any arbitration ruling by an arbitrator allowing class action arbitration or requiring consolidated arbitration involving any third party(ies) would be contrary to our intent and would require immediate judicial review of such ruling. The arbitrator will not vary the terms of this agreement and will be bound by governing law. We both acknowledge that this agreement involves interstate commerce, and is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. The arbitrator will not have the authority to award punitive or exemplary damages against either of us, except in connection with a statutory claim that explicitly provides for such relief. Arbitration will be conducted in King County, WA.

If a court allows any litigation of a dispute to go forward, we both waive rights to a trial by jury with respect to that litigation, and the judge will be the finder of fact. Any provision of this agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions of this agreement or the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. This section of the agreement shall survive and govern any termination of this agreement.

**What is our relationship to one another**

You are an independent contractor. This means we do not have an employer-employee, principal-agent, partnership, joint venture, or similar arrangement. It also means that you make independent health care treatment decisions. We do not. We do not reserve any right to control those treatment decisions. It further means that each of us is responsible for the costs, damages, claims, and liabilities that result from our own acts.

You will look to the applicable participating entity for reimbursement for the products and services under our agreement. This means that we are not financially responsible for claims payment for groups that are self-funded or that are not under common ownership with us.

We may assign this agreement to any entity that is under common ownership with us at the time of the assignment.

**This is it**

This contract, the appendices and the items referenced in the attached Appendix 1, constitute our entire understanding. It replaces any other agreements or understandings with regard to the same subject matter – oral or written – that you have with us.
Federal law and the applicable law of the jurisdiction where you provide health care services govern our agreement. Such laws and the rules and regulations promulgated under them, when they are applicable, control and supersede our agreement. The Regulatory Appendix referenced in Appendix 1, and any attachment to it, is expressly incorporated to govern our agreement and is binding on both of us. In the event of any inconsistent or contrary language between the Regulatory Appendix (when it applies) and any other part of our agreement, including but not limited to appendices, amendments and exhibits, the Regulatory Appendix will control.
Appendix 1

We include as part of our agreement the following additional materials that bind you and us:

<table>
<thead>
<tr>
<th>Appendix 2</th>
<th>Definitions, Products and Services. This appendix sets forth definitions for our “customer” and “participating entities” as well as lists the type of benefit contracts offered to our customers.</th>
</tr>
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<tbody>
<tr>
<td>Payment Appendix(ices)</td>
<td><strong>Fee Information Documents Include:</strong> Fee Specifications Document, Fee Schedule Sample, and Additional Information About Your Fee Schedule. Further information about the fee schedule (such as additional fee samples) can be requested by writing to UnitedHealthcare Network Contract Support, 780 Shiloh Road, MS-1.700, Plano, TX 75074.</td>
</tr>
<tr>
<td>Appendix 3</td>
<td>This document provides information about the members of your professional staff.</td>
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<td>Appendix 4</td>
<td>This document provides information about your practice locations.</td>
</tr>
<tr>
<td>State Regulatory Requirements Appendix</td>
<td>In some instances, states add requirements to our agreement that are set forth in this appendix.</td>
</tr>
<tr>
<td>Medicare Regulatory Requirements Appendix</td>
<td>(This appendix applies only if you are in our Medicare network.) Your participation in our network for customers with Medicare benefit contracts is subject to additional Medicare requirements set forth in this appendix.</td>
</tr>
<tr>
<td>Medicaid Regulatory Requirements Appendix</td>
<td>(This appendix applies only if you are in our Medicaid network.) Your participation in our network for customers with Medicaid benefit contracts is subject to additional Medicaid requirements set forth in this appendix.</td>
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| Administrative Guide | We have enclosed a copy of our Administrative Guide. This guide is available to you to review prior to contracting and governs the mechanics of our relationship. Our Administrative Guide may be viewed by going to www.unitedhealthcareonline.com. Unless a longer period is required as set out in any Regulatory Requirements Appendix to this agreement or by applicable law, we may make changes to the Administrative Guide upon 30 days electronic or written notice to you. For services rendered to customers enrolled in certain benefit contracts that may be included under this agreement, you will be subject to additional requirements described in or made available to you through one or more additional provider manuals (“Additional Manuals”). When the agreement refers to the Administrative Guide, it is also referring to the Additional Manuals. The Additional Manuals will be made available to you on a designated website or upon request. In the event of any conflict between this Medical Group Contract or the “UnitedHealthcare Physician, Health Care Professional, Facility and Ancillary Provider Administrative Guide” or other UnitedHealthcare administrative protocols and payment policies, and any Additional Manual, in
connection with any matter pertaining to customers enrolled in the benefit contracts to which the Additional Manual applies, that Additional Manual will govern, unless applicable statutes and regulations dictate otherwise. Notwithstanding the prior sentence, in the event of a conflict between a provision of this agreement and a provision of an Additional Manual, this agreement will govern with regard to those benefit contracts regulated by Washington law to which that Additional Manual applies.

We may make changes to the protocols and payment policies subject to this provision in accordance with the provisions of the agreement relating to protocol and payment policy changes. The benefit contracts or names of entities under common ownership with us, names of the Additional Manuals, and name of the website to view and download the Additional Manuals, when applicable, are set forth in the table below. We will notify you of any changes in the location of the Additional Manuals. You may request a copy of the Additional Manual.

<table>
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<tr>
<th>Type of Benefit Contract</th>
<th>Description of Applicable Additional Manual</th>
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<td>No Additional Manuals Apply</td>
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**Credentialing Plan**

To review our credentialing plan, visit www.unitedhealthcareonline.com. This plan requires your professional staff to be covered by malpractice insurance in amounts with carriers and on terms and conditions that are customary for physicians like them in your community. To request access to, or a copy of, our credentialing plan, write to UnitedHealthcare, Network Contract Support, 780 Shiloh Road, MS-1.700, Plano, TX 75074.
Appendix 2
Definitions, Products and Services

1. **Customer.** Individuals who are enrolled in benefit contracts insured or administered by us or any participating entity are included in our use of the phrase “customer” in this agreement.

2. **Participating entities.** Participating entities have access to our agreement. A participating entity is an entity obligated to a customer to provide reimbursement for covered services under the customer’s benefit contract and authorized by us to access your services under our agreement.

3. **Products and services.**

   a) We may include you in networks where your patients are enrolled in benefit contracts of the types generally described below:

   - Benefit contracts where individuals are offered a network of participating physicians and other health care professionals and must select a primary care physician. Such benefit contracts may or may not include an out-of-network benefit.

   - Benefit contracts where individuals are offered a network of participating physicians and other health care providers but are not required to select a primary care physician. Such benefit contract may or may not include and out-of-network benefit.

   b) However, this agreement does **not** apply to the following:

   - Capitation arrangements for Medicare Advantage Benefit Contracts. (See below for definition of capitation arrangements.)

   - Capitation arrangements other than for Medicare Advantage Benefit Contracts. (See below for definition of capitation arrangements.)

   - UnitedHealthcare Community Plan Medicare Advantage Benefit Contracts.

   - Workers’ compensation benefit contracts.

   - Washington Other Governmental Benefit Contracts.

   - Benefit contracts for Medicare Select.

   - Medicaid and CHIP Benefit Contracts for states other than Washington.
- TRICARE Benefit Contracts.
- UnitedHealthcare Medicare Solutions Medicare Advantage Benefit Contracts.
- I-SNP Medicare Advantage Benefit Contracts.
- Washington Medicaid and CHIP Benefit Contracts
- Washington Benefit Contracts for the Uninsured.
- Other Governmental Benefit Contracts.

Benefit contracts where individuals are not offered a network of participating physicians and other health care professionals from which they may receive covered services.

This agreement does not supersede any existing agreements between the parties and their affiliates that are not identified above in section 3a of this Appendix. Additionally, this agreement does not prevent the parties or their affiliates from entering into such agreements in the future.

4. Appendix 2 Definitions:

Note- Certain benefit contracts defined below are defined with reference to specific identifiers on the customer identification card. Those benefit contracts may adopt a different identification card identifier in the future, and this Appendix will continue to apply to those benefit contracts; if that happens, we will provide you with information regarding the new customer identification cards.

CAPITATION ARRANGEMENTS:

A. Capitation arrangements are when all of the following apply:

(i) You (directly or through an IPA or other provider organization in which you participate) are part of a network for one of our affiliates; and

(ii) As part of that network, you arrange directly with our affiliate, or an IPA, or another medical group or other provider organization, for certain designated services to be provided to members who are assigned to you or to the IPA or the other medical group or other provider organization (as the case may be) and who are covered under benefit contracts; and under which either:

(a) You are capitated or otherwise have financial responsibility; or

(b) You are paid on a fee for service basis directly by the IPA, other medical group or other provider organization that has financial responsibility for the service, at a rate you have agreed upon with the IPA or other medical group or other provider organization; and

(iii) You provide those designated services to one of those assigned members.
In such cases, the obligation for payment will be primarily that of the IPA, medical group or other provider organization that has financial responsibility for the service, and not ours or our affiliate’s.

It is not a capitation arrangement when:

(1) Another medical group or an IPA or other provider organization is not affiliated with you, and is capitated by Carrier for designated covered services rendered to assigned customers covered by a benefit contract issued by Carrier; and

(2) You provide those designated covered services to one of those assigned customers, without having a contract or other arrangement with the other medical group or the IPA or other provider organization for the terms under which those designated covered services are provided.

In such cases, this agreement will apply and the medical group or IPA or other provider organization that has responsibility for the covered service will be considered the participating entity.

COMMERCIAL:

B. **UnitedHealthcare Navigate Benefit Contracts** means benefit contracts for which the customer selects or is assigned a primary care physician to manage the customer’s health care needs and referrals to network specialists, and that are marketed under one of the following names:

- UnitedHealthcare Navigate;
- UnitedHealthcare Navigate Balanced;
- UnitedHealthcare Navigate Plus;
- another name Carrier may develop in the future that also includes the word “Navigate”.

In the event Carrier discontinues using the brand name “Navigate” for this portfolio of benefit contracts at some time in the future and adopts a different name for these benefit contracts, Carrier will give written notice to you of that name change, and this definition will continue to apply to benefit contracts marketed under that new name in the same way as it previously did to benefit contracts marketed under names that included the word “Navigate”.

MEDICARE:

C. **Medicare Advantage Benefit Contracts** means benefit contracts sponsored, issued or administered by a Medicare Advantage organization as part of:

(i) the Medicare Advantage program under Title XVIII, Part C of the Social Security Act, or
(ii) the Medicare Advantage program together with the Prescription Drug program under Title XVIII, Part C and Part D, respectively, of the Social Security Act, as those program names may change from time to time.

D. **I-SNP Medicare Advantage Benefit Contracts** means UnitedHealthcare Medicare Solutions Medicare Advantage Benefit Contracts that (A) are specialized Medicare Advantage plans for special needs individuals (as that term is defined in 42 CFR 422.2) and (B) exclusively enroll special needs individuals who are institutionalized (as that term is defined in 42 CFR 422.2) as indicated by a reference to “Nursing Home” or “Nursing Care” on the face of the valid identification card of any customer eligible for and enrolled in those benefit contracts.
E. UnitedHealthcare Medicare Solutions Medicare Advantage Benefit Contracts means Medicare Advantage Benefit Contracts that are offered through the UnitedHealthcare Medicare Solutions business unit. Those benefit contracts will include a reference to “Medicare Solutions” on the back of the valid identification card of any customer eligible for and enrolled in those benefit contracts.

F. UnitedHealthcare Community Plan Medicare Advantage Benefit Contracts means Medicare Advantage Benefit Contracts offered through the UnitedHealthcare Community Plan business unit. Those Benefit Contracts will include a reference to “Medicare Community Plan.”

MEDICAID AND OTHER STATE PROGRAMS:

G. Medicaid Benefit Contracts means benefit contracts that offer coverage to beneficiaries of a program authorized by Title XIX of the federal Social Security Act, and jointly financed by the federal and state governments and administered by the state.

H. Children’s Health Insurance Program ("CHIP") Benefit Contracts are benefit contracts under the program authorized by Title XXI of the federal Social Security Act that are jointly financed by the federal and state governments and administered by the state.

I. Washington Medicaid and CHIP Benefit Contracts means Washington Medicaid Benefit Contracts and Washington CHIP Benefit Contracts that have references to “UnitedHealthcare Community Plan” on the identification card of any customer eligible for and enrolled in that benefit contract.

J. Washington Benefit Contracts for the Uninsured means benefit contracts that have a reference to “Basic Health” on the identification card of any customer eligible for and enrolled in that benefit contract.

K. Other Governmental Benefit Contracts are benefit contracts that are funded wholly or substantially by a state or district government or a subdivision of a state (such as a city or county), but excluding benefit contracts for (1) employees of a state government or a subdivision of a state and their dependents, and (2) for students at a public university, college or school. However, Washington Medicaid Benefit Contracts, Washington CHIP Benefit Contracts and Washington Benefit Contracts for the Uninsured are not “Other Governmental Benefit Contracts.”
Appendix 4
Your Practice Locations

Medical Group attests that this Appendix identifies all services and locations covered under this agreement.

**BILLING ADDRESS**

Practice Name  PACIFIC CTY DEPT/HLTH/HUMAN SVCS
Street Address  PO BOX 26
City  SOUTH BEND
State  WA  Zip  98586-0026
Tax ID Number (TIN)  916001356
National Provider ID (NPI)  1508081217

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Payment Appendix - All Payer

All Payer Fee Information Document: REGN 56984/56985

Unless another Payment Appendix to this agreement applies specifically to a particular benefit contract as it covers a particular customer, the provisions of this appendix apply to covered services rendered by you to customers covered by benefit contracts sponsored, issued or administered by all participating entities.
### Payment Appendix

**All Payer Fee Information Document**

Representative Fee Schedule Sample: as of 10/01/2017  
Report Date: 11/14/2017

**Fee Schedule ID:** REGN 56984 - NonFacility  
**Linked Fee Schedule ID:** REGN 56985 - Facility

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**Professional/Technical Modifier Pricing:** Fee Source-Based  
**Site of Service Price Differential:** Site of Service applies. CMS Assignment (ASC POS 24 = F)  
**Anesthesia Conversion Factor (Based on a 15 minute Anesthesia Time Unit Value): $ 49.00**  
**Calculation of Anesthesia Partial Units:** Proration  
**Schedule Type:** FFS  
**Last Routine Maintenance Update:** 10-01-2017

**Fixed Fees:** 38415 - $ 3.00  
36416 - $ 3.00  
87804 - $ 14.00  
V5242 - $ 2500.00  
V5243 - $ 2500.00  
V5244 - $ 2500.00  
V5245 - $ 2500.00  
V5246 - $ 2500.00  
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V5258 - $ 5000.00  
V5259 - $ 5000.00  
V5260 - $ 5000.00  
V5261 - $ 5000.00  
V5262 - $ 2500.00  

Version 6.0  
Confidential and Proprietary. Not for distribution to Third Parties
Payment Appendix
All Payer Fee Information Document
Representative Fee Schedule Sample: as of 10/01/2017
Report Date: 11/14/2017

Fee Schedule ID: REGN 56984 - NonFacility
Linked Fee Schedule ID: REGN 56985 - Facility

V5263 - $ 5000.00
## Payment Appendix

All Payer Fee Information Document

**Representative Fee Schedule Sample**: as of 10/01/2017

**Report Date**: 11/14/2017

### Fee Schedule ID: REGN 56984 - NonFacility

### Linked Fee Schedule ID: REGN 56985 - Facility

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Default Percent of Eligible Charges: 40.00%

Professional/Technical Modifier Pricing: Fee Source-Based

Site of Service Price Differential: Site of Service applies. CMS Assignment (ASC POS 24 = F)

Anesthesia Conversion Factor (Based on a 16 minute Anesthesia Time Unit Value): $48.00

Calculation of Anesthesia Partial Units: Poration

Schedule Type: FFS

Last Routine Maintenance Update: 10-01-2017
## Payment Appendix

### All Payer Fee Information Document

**Representative Fee Schedule Sample**: as of 10/01/2017  
**Report Date**: 11/14/2017

**Fee Schedule ID**: REGN 56984 - Non-Facility  
**Linked Fee Schedule ID**: REGN 56985 - Facility

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**Default Percent of Eligible Charges**: 40.00 %  
**Professional/Technical Modifier Pricing**: Fee Source-Based  
**Site of Service Price Differential**: Site of Service applies, CMS Assignment (ASC POS 24 = F)  
**Anesthesia Conversion Factor** (Based on a 15 minute Anesthesia Time Unit Value): $48.00  
**Calculation of Anesthesia Partial Units**: Prorated  
**Schedule Type**: FFS  
**Last Routine Maintenance Update**: 10-01-2017

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**Version 8.0**  
**Confidential and Proprietary**: Not for distribution to Third Parties
Payment Appendix
All Payer Fee Information Document
Additional Information About This Fee Schedule

Fee Schedule ID: REGN 56984 - NonFacility
Linked Fee Schedule ID: REGN 56985 - Facility

Section 1. Definition of Terms
Unless otherwise defined in this document, capitalized terms will have the meanings ascribed to them in the Agreement.


Anesthesia Conversion Factor: The dollar amount that will be used in the calculation of time-based and non-time based Anesthesia Management fees in accordance with the Anesthesia Payment Policy. Unless specifically stated otherwise, the Anesthesia Conversion Factor indicated is fixed and will not change. The Anesthesia Conversion Factor is based on an anesthesia time unit value of 15 minutes. In the event that any of United's claims systems cannot administer a 15 minute anesthesia time unit value, then the Anesthesia Conversion Factor will be calculated as follows:

\[ \text{[Value of 15 minute Anesthesia Conversion Factor} / 15 \text{]} \times \text{anesthesia time unit value} \]

For example, an Anesthesia Conversion Factor of $80.00 (based on a 15-minute anesthesia time unit value) would be calculated to an Anesthesia Conversion Factor of $40.00 (based on a 10-minute anesthesia time unit value).

Example: \[ (80.00 / 15) \times 10 = 40.00 \]

Anesthesia Management: The management of anesthesia services related to medical, surgical or scopic procedures, as described in the current Anesthesia Management Codes list attached to the Anesthesia Payment Policy located at www.unitedhealthcareonline.com .

Calculation of Anesthesia Partial Units:
Proration: Partial time units will be prorated and calculated to one decimal place rounded to the nearest tenth. For example, if the anesthesia time unit value is based on 15 minutes and if 17 minutes of actual time is submitted on a claim, then the 17 minutes will be divided by 15. The resulting figure of 1.1333 will be rounded to the nearest tenth and the total time units for the claim will be 1.1 time units.

In the event that any of United's claims systems cannot administer the calculation of partial units as indicated above, a different calculation method will be used until such time as the appropriate system enhancements can be programmed and implemented. That different calculation method will result in a Fee Amount that is no less than the Fee Amount that would apply under the Proration method described above.


CMS OPPSCap Rate: The Outpatient Prospective Payment System (OPPS) Cap Rate as defined in Section 5102(b) of the Deficit Reduction Act of 2005.

Conversion Factor: A multiplier, expressed in dollars per relative value unit, which converts relative values into Fee Basis amounts.

CPT/HCPCS: A set of codes that describe procedures and services, including supplies and materials, performed or provided by physicians and other health care professionals. Each procedure or service is identified with a 5 digit code. The use of CPT/HCPCS simplifies the reporting of services.

CPT/HCPCS Description: The descriptor associated with each CPT/HCPCS code.

Default Percent of Eligible Charges: In the event that a Fee Basis amount is not sourced by either a primary or alternate Fee Source, such as services submitted using unlisted, unclassified or miscellaneous codes, the codes are subject to correct coding review and will be priced at the contracted percentage indicated within this document.

Expired Code: An existing CPT or HCPCS code that will be expired by the entity that published the code (for example, CMS or the AMA).

Fee Amount: The contract rate for each CPT/HCPCS. The calculation of the Fee Amount is impacted by a variety of factors explained within this document including, but not limited to, Professional/Technical Modifier Pricing, Carrier Locality, CMS year, Place of Service and Pricing Level. The Fee Amount is calculated by multiplying the Fee Basis times the Pricing Level for each specific Type of Service.

Fee Basis: The amount published by the Fee Source upon which the Pricing Level will be applied to derive the Fee Amount.

Fee Schedule ID: United's proprietary naming/numboring convention that is used to identify the specific fee schedule which supports the terms of the
Payment Appendix
All Payer Fee Information Document
Additional Information About This Fee Schedule

Fee Schedule ID: REGN 56984 - NonFacility
Linked Fee Schedule ID: REGN 56986 - Facility

contractual agreement. This is the fee schedule for services performed in nonfacility Places of Service.

Fee Schedule Specifications: Documentation of the underlying calculation methodology and criteria used to derive the Fee Amounts contained within the fee schedule.

Fee Source: The primary or alternate entity or publication that is supplying the Fee Basis.

Fixed Fees: Fee Amounts that are set at amounts which do not change. The Fee Amounts listed are intended for pricing purposes only and are subject to other matters described in this Agreement, such as the Payment Policies.

Flat Rate Fee: An amount published by a Fee Source and used as a Fee Basis that is other than a RVU, such as an amount for durable medical equipment or laboratory services.

Future Payment Terms: The general description of any pricing terms which will be implemented on a scheduled future effective date.

Last Routine Maintenance Update: The effective date on which this fee schedule was most recently updated. Please refer to the Routine Maintenance section of this document for more information about Routine Maintenance updates.

Linked Fee Schedule ID: United's proprietary naming/numbering convention that is used to identify the specific fee schedule for each specific contractual agreement. This is the fee schedule for services performed in facility Places of Service.

Modifier: A Modifier provides the means to report or indicate that a service or procedure has been altered by some specific circumstance but not changed in its definition or code.

Place of Service: The facility or nonfacility setting in which the service is performed. This may also be referred to by CMS as Payment Type.

Pricing Level: The contracted percentage or amount that will be multiplied times the primary or alternate Fee Basis amount in order to derive the Fee Amount.

Primary Fee Source (Carrier Locality): The main Fee Source used to supply the Fee Basis amount for deriving the Fee Amount within each Type of Service category. For instance, if the Fee Amounts for a given category of codes are derived by applying a particular Pricing Level to the CMS Resource-Based Relative Value Scale (RBRVS), then CMS RBRVS is the Primary Fee Source. The Carrier Locality is designated to indicate the exact CMS geographic region upon which the Fee Amounts are based.

Professional/Technical Modifier Pricing: Fee Source-Based: Fee Amounts for Modifiers (for example, -TC or -TS Modifiers) are derived using the Fee Basis amount as published by the primary or alternate Fee Source.

RVU: Relative Value Unit as published by CMS. United uses the RVU that is used by CMS. For example, if CMS uses a transitional RVU, then United will as well.

Replacement Code: One or more new CPT or HCPCS codes that are the exact same services or descriptions and will replace one or more Expired Codes within the same Type of Service category.

Report Date: The actual date that this document was produced.

Representative Fee Schedule Sample: A representative listing of the most commonly used CPT/HCPCS codes and fees, along with other relevant pricing information, for each specific Fee Schedule ID. The Fee Amounts listed are intended for pricing purposes only and are subject to other matters described in this Agreement, such as the Payment Policies.

Schedule Type: FFS: This is a fee-for-service fee schedule. Unless stated otherwise, the Fee Amount indicated will be used to calculate payment to you as further described within this document.

Site of Service Price Differential: Site of Service applies. CMS Assignment (ASC POS 24 =F): This fee schedule follows CMS guidelines for determining when services are priced at the facility or nonfacility fee schedule (with the exception of services performed at Ambulatory Surgery Centers,
POS 24, which will be priced at the facility fee schedule). CMS guidelines can be located at www.cms.hhs.gov.

In the event that any of United's claims systems cannot administer the calculation of Site of Service Differential pricing as indicated above, different calculation methods will be used until such time as the appropriate system enhancements can be programmed and implemented. That different calculation method will result in a Fee Amount that is no less than the Fee Amount that would apply under the method described above.

**Type of Service:** A general categorization of related CPT/HCPCS codes. Type of Service categories are intended to closely align with the CPT groupings in the Current Procedural Terminology code book (as published by the AMA) and the HCPCS groupings (as published by CMS). The Office Lab Type of Service category represents those lab tests, as determined by United, in which the lab test result is necessary to make an informed treatment decision while the patient is in the office. A partial or complete crosswalk mapping of CPT/HCPCS to Type of Service categories is available to you upon request.

**United:** UnitedHealthcare Insurance Company or one of its affiliates which is a party to the Agreement.

**Section 2. Alternate Fee Sources**

In the event the Primary Fee Source contains no published Fee Basis amount alternate (or 'gap fill') Fee Sources may be used to supply the Fee Basis amount for deriving the Fee Amount. For example, if a new CPT/HCPCS code has been created within the Type of Service category of codes described above, and CMS has not yet established an RBRVS value for the code, we use Fee Sources that exist within the industry to fill that gap. For that CPT/HCPCS code, we adopt the RBRVS value established by the gap-fill Fee Source, and determine the Fee Amount for that CPT/HCPCS code by applying to the gap-fill RBRVS the same Conversion Factor and Pricing Level that we apply to the CMS RBRVS for those CPT/HCPCS code that have CMS RBRVS values. At such time in the future as CMS publishes its own RBRVS value for that CPT/HCPCS code, we would begin using the Primary Fee Source, CMS, to derive the Fee Amount for that code and no longer use the alternate Fee Source. Information about our Alternate and Primary Fee Sources can be located at www.unitedhealthcareonline.com -> Claims & Payments -> Fee Schedule Lookup -> Related Links.

**Section 3. Routine Updates**

Routine updates occur when United mechanically incorporates revised information created by the Fee Source, and as described below, to update the Fee Amounts calculated in accordance with this Fee Information Document. United routinely updates its fee schedule: (1) to stay current with applicable coding practices; (2) in response to price changes for immunizations and injectable medications; and (3) to remain in compliance with HIPAA requirements. United will not generally attempt to communicate routine updates of this nature.

The types of routine updates, and their respective effective dates, are described below.

**a. Annual Changes to Relative Value Units, Conversion Factors, or Flat Rate Fees**

This fee schedule follows a "stated year" construction methodology. The 2016 RVU, the 2016 Conversion Factor, and the 2016 Flat Rate Fee will be locked in as the basis for deriving Fee Amounts.

Generally, any RVU, Conversion Factor, or Flat Rate Fee changes published in subsequent years by the Primary Fee Sources will not be reflected in this fee schedule except, for example, to add Fee Amounts for new codes or to replace alternate Fee Basis amounts. United will use reasonable commercial efforts to implement the updates in its systems on or before the later of (i) 90 days after the effective date of any modification made by the Fee Source or (ii) 90 days after the date on which the Fee Source initially provides information regarding such modification in the public domain (for example, when CMS distributes program memoranda to providers). United will make the updates effective in its system on the effective date of the change by the Fee Source. However, claims already processed prior to the change being implemented by United will not be reprocessed unless otherwise required by law.

In the event that a code contains a status code of "C" (indicating the code is carrier priced), United will establish Fee Amounts using the following methodology:

1. If CMS' multiple procedure indicator is other than "4" and United's multiple imaging reductions do not apply, United will establish Fee Amounts for those codes and modifiers using the CMS OPPSCap Rate, if available.
2. In all other cases (including if a CMS OPPSCap Rate is not available), United will use reasonable commercial efforts to establish Fee Amounts for all modifiers associated with the code based on fee information available and published by (in order of preference) CMS, the local fiscal intermediary or fiscal intermediaries from other locations.
Payment Appendix
All Payer Fee Information Document
Additional Information About This Fee Schedule

Fee Schedule ID: REGN 56984 - NonFacility
Linked Fee Schedule ID: REGN 56965 - Facility

b. Quarterly Updates in Response to Changes Published by Primary and Alternate Fee Sources

United updates its fee schedule in response to changes published by Primary Fee Sources as a result of additions, deletions, and changes to CPT codes by the AMA or HCPCS codes by CMS and any subsequent changes to CMS' annual update. United updates its fee schedules for new CPT/HCPCS codes using the applicable Conversion Factor and Pricing Level of the original construction methodology along with the then-current RVU of the published CPT/HCPCS code. The effective date of the updates described in this subsection b. will be no later than the first day of the next calendar quarter after final publication by the Fee Source, except that if that quarter begins less than 60 days after final publication, the effective date will be no later than the first day of the calendar quarter following the next calendar quarter. For example, if final publication by the Fee Source is on April 10, the fee update under this subsection b. will be effective no later than July 1, and if final publication by the Fee Source is on June 10, the fee update under this subsection b. will be effective no later than October 1.

In the event that a code contains a status code of "C" (indicating the code is carrier priced), United will establish Fee Amounts using the following methodology:

1) If CMS' multiple procedure indicator is other than "4" and United's multiple imaging reductions do not apply, United will establish Fee Amounts for those codes and modifiers using the CMS OPPSCap Rate, if available.
2) In all other cases (including if a CMS OPPSCap Rate is not available), United will use reasonable commercial efforts to establish Fee Amounts for all modifiers associated with the code based on fee information available and published by (in order of preference) CMS, the local fiscal intermediary or fiscal intermediaries from other locations.

However, in the event that the code source has expired a CPT/HCPCS code and replaced it with a Replacement Code, United will crosswalk the fee from the Expired Code to its Replacement Code as further described below:

Based on information published by the code source (AMA Current Procedural Terminology and The HCPCS Level II), when one Expired Code is replaced by one Replacement Code, United will apply the Expired Code's Fee Amount to the Replacement Code; provided, however, if the Expired Code's Fee Amount was determined by an alternate Fee Source and a Primary Fee Source becomes available, the Replacement Code's Fee Amount will be determined using the Primary Fee Source.

Based on information published by the code source (AMA Current Procedural Terminology and The HCPCS Level II) and United's claims data, when several Expired Codes are always done in conjunction with each other are replaced by one Replacement Code, United will apply the sum of these Expired Code's Fee Amounts to the Replacement Code; provided, however, if the Expired Code's Fee Amount was determined by an alternate Fee Source and a Primary Fee Source becomes available, the Replacement Code's Fee Amount will be determined using the Primary Fee Source.

The following types of codes are not included in our direct crosswalk methodology as described above:
- Temporary HCPCS codes, such as G, K, Q, and S codes
- Temporary CPT codes, such as Category III codes
- Informational codes, such as CPT Category II codes
- HCPC-C Codes, which are only used by hospitals
- Codes categorized as immunizations and injectables

If any types of codes not currently listed in the exclusions above are developed in the future, United reserves the right to make a crosswalk determination at that time.

c. Price Changes for Immunizations and Injectables

United routinely updates the Fee Amounts in response to price changes for immunizations and injectables published by the Fee Sources. In addition, United's Executive Drug Pricing Forum (EDPF) meets on a quarterly basis to review and evaluate the drug prices that will be used in each quarterly update. The EDPF may address topics including pricing for emerging drugs, anticipated manufacturer price changes, and special circumstances (for example, H1N1 vaccine). Based on supporting information provided by the drug manufacturer or the Fee Source, United's EDPF may elect to establish a Fee Amount or override a Fee Amount, as published by the Fee Source, in favor of a Fee Amount that is more appropriate and reasonable for a particular vaccine or drug. These Fee Amount updates will be effective as described below.
Payment Appendix
All Payer Fee Information Document
Additional Information About This Fee Schedule

Fee Schedule ID: REGN 56984 - NonFacility
Linked Fee Schedule ID: REGN 56985 - Facility

For Immunizations, United applies the UHC Immunization Fee Schedule. The Centers for Disease Control and Prevention Private Sector Selling Price (CDC PSSP) is the Primary Fee Source used to obtain the Fee Basis amounts. In the event that more than one Fee Basis amount is published by the CDC PSSP for a specific CPT/HCPCS code, an average of the published amounts will be used.

More information about the UHC Immunization Fee Schedule can be located at: www.unitedhealthcareonline.com >> Claims & Payments >> Fee Schedule Lookup >> Related Links "UHC Immunization Fee Schedule"

The effective date of updates under this subsection c. will be no later than the first day of the next calendar quarter after final publication by the Fee Source, except that if that quarter begins less than 90 days after final publication, the effective date will be no later than the first day of the calendar quarter following the next calendar quarter. For example, if final publication by the Fee Source is on April 10, the fee update under this subsection c. will be effective no later than July 1, and if final publication by the Fee Source is on June 10, the fee update under this subsection c. will be effective no later than October 1.

d. Other Updates
United reserves the right, but not the obligation, to perform other updates as may be necessary to remain consistent with a Primary Fee Source. United also will perform other updates as may be required by applicable law from time to time. United will use reasonable commercial efforts to implement the updates in its systems on or before the later of (i) 90 days after the effective date of any modification made by the Fee Source or (ii) 90 days after the date on which the Fee Source initially places information regarding such modification in the public domain (for example, when CMS distributes program memoranda to providers). United will make the updates effective in its system on the effective date of the change by the Fee Source. However, claims already processed prior to the change being implemented by United will not be reprocessed unless otherwise required by law.

Section 4. Miscellaneous
Claims must be submitted using a CMS 1500, its successor form or its electronic equivalent. All claims submitted under this Appendix must use CPT Codes, HCPCS Codes, ICD-9 codes or its successor and other codes in compliance with HIPAA standard data set requirements. Claims submitted without HIPAA standard data set requirements may be denied.

Fee Amounts listed in the fee schedule are all-inclusive, including without limitation any applicable taxes. Unless specifically indicated otherwise, Fee Amounts represent global fees and may be subject to reductions based on appropriate Modifier (for example, professional and technical modifiers.) As used in the previous sentence, "global fees" refers to services billed without a Modifier, for which the Fee Amount includes both the professional component and the technical component. Any co-payment, deductible or coinsurance that the customer is responsible to pay under the customer's benefit contract will be subtracted from the listed Fee Amount in determining the amount to be paid by the payer. The actual payment amount is also subject to matters described in this agreement, such as the Payment Policies.

No payments will be made for any CMS additional compensation programs under this Payment Appendix, including without limitation value based modifiers, incentive programs or other bonus payment programs.

Section 5. Services Covered or Provided by Another Program
If an applicable state, federal or other program is available to provide items or payment directly to provider for specific covered services for customers subject to this Appendix that would otherwise be payable under this Appendix, the applicable program will apply and not this Appendix. (For example, the Vaccines For Children program currently provides vaccines free of charge, and therefore no amount will be payable under this Appendix for vaccines within the Vaccines For Children program.)

For More Information United is committed to providing transparency related to our fee schedules. If you have questions about this fee schedule, please contact Network Management at the address and phone number on your contract or participation agreement. Alternatively, you may use our fee schedule look-up function on the web at www.unitedhealthcareonline.com or contact our Voice Enabled Telephonic Self Service line at (877) 842-3210.
Washington Regulatory Requirements Appendix

In addition to our understandings in the agreement between you and us, there are certain additional items which Washington laws and regulations require us to include in our contract. This Washington Regulatory Requirements Appendix (the "Appendix") sets forth those items and is made part of the agreement between you and us.

These requirements apply to products or services sponsored by participating entities or issued or administered by, or accessed through us to the extent they are regulated under Washington laws and for which Washington laws control. The requirements in this Appendix, however, do not apply to the extent they are preempted by the Medicare Modernization Act or other applicable law.

We each agree to be bound by the terms and conditions contained in this appendix. In the event of a conflict or inconsistency between this appendix and any term or condition contained in the agreement between you and us, this appendix shall control except with regard to benefit contracts outside the scope of this appendix. For the purpose of this appendix, "enrollee," "enrolled participant," or "member" shall mean customers who are enrolled in products or services insured or administered by us or any participating entity.

This appendix will be deemed to be updated to incorporate any changes to the laws and regulations referenced herein, including any changes to definitions referenced herein, effective as of the date of such changes.

1. The following provision is added as bulletpoint number 7 and does not replace section "Guiding Principles" of the agreement:

   - Communication. We each agree that nothing in this agreement in any way precludes or discourages you from informing patients of the care they require, including various treatment options, and whether in their view such care is consistent with medical necessity, medical appropriateness, or otherwise covered by the patient's benefit contract with us. We shall not prohibit, discourage, or penalize you otherwise practicing in compliance with the law from advocating on behalf of a member.

2. The following provisions are added to the end of the section and do not replace section "What you will do" of the agreement:

   A. Enrolled Participant Protection Provision. You hereby agree that in no event, including, but not limited to nonpayment by us or a participating entity, or our insolvency or breach of this agreement, shall you bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against an enrolled participant or person acting on their behalf, other than us, for services provided pursuant to this agreement. This provision does not prohibit collection of copayments, coinsurance and/or deductibles, which have not otherwise been paid by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits, from enrolled participants in accordance with the terms of the enrolled participant's benefit contract. You agree, in the event of our or a participating entity's insolvency, to continue to provide the services promised in this agreement to enrolled participants for the duration of the period for which premiums on behalf of the enrolled participant were paid or until the enrolled participant's discharge from inpatient facilities, whichever time is greater. Notwithstanding any other provision of this agreement, nothing in this agreement shall be construed to modify the rights and benefits contained in the enrolled participant's benefit contract. You may not bill the enrolled participant for covered health services (except for copayments, coinsurance and/or deductibles) where we or a participating entity deny payments because you have failed to comply
with the terms or conditions of this agreement. You further agree (a) that the provisions of this section shall survive termination of this agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the enrolled participants and (b) that this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between you and enrolled participants or persons acting on their behalf.

If you contract with other health care providers who agree to provide covered health services to enrolled participants with the expectation of receiving payment directly or indirectly from us or a participating entity, such providers must also agree to abide by this section.

B. Collection of Amounts from Enrollees. If you willfully collect or attempt to collect an amount from an enrollee knowing that collection to be in violation of this agreement, such collection or attempts to collect will constitute a class C felony under Washington Statutes.

C. Continuation of Covered Health Services after Termination. In the event the agreement between you and us is terminated and in the event you are a primary care physician and you are rendering covered health services to enrolled participants, you agree to continue providing such covered health services pursuant to the terms and conditions of this addendum and this agreement (a) for at least sixty (60) days following termination; and (b) in the case of group benefit plans, until the end of the next open enrollment period.

D. Subcontractors. You shall ensure that providers and facilities subcontracting with you comply with the applicable requirements set forth in this agreement and the Washington Administrative Code.

E. Equal Treatment of Enrolled Participants. You and we each agree to treat all enrolled participants equally, regardless of whether the enrolled participant’s enrollment is through a private purchaser or a publicly funded program such as Medicare or Medicaid.

F. Audit of Billing Records. To the extent the agreement between you and us allows us the right to audit your billing records, you shall have the right to audit our denial of your claims under the same terms and conditions that the agreement sets forth for our audit of your billing records.

G. Administrative Protocols, Policies and Programs. Pursuant to WAC § 284-43-9992(5), we shall notify you of your responsibilities with respect to our applicable administrative protocols, policies and programs, including but not limited to payment terms, utilization management, quality assessment and improvement programs, credentialing, grievance, appeal and adverse benefit determination procedures, data reporting requirements, pharmacy benefit substitution process, confidentiality requirements and any applicable federal or state requirements. You shall comply with the Carrier’s protocols, policies and programs. You hereby acknowledge that you have been given the opportunity prior to contracting to access the Carrier’s Administrative Guide at no cost to you by way of Carrier’s website or by hardcopy upon request to the Carrier. Therefore, you have had the opportunity to learn of your responsibilities under the Administrative Guide. The Administrative Guide describes, among other things, administrative and operational protocols and procedures, such as claims submission, and clinical submission requirements.

Documents, protocols, procedures, and other administrative policies and programs referenced in the agreement between you and us shall be available for review by you prior to contracting and thereafter for changes, amendments, supplements and replacements. You must be given reasonable notice of not less than sixty days of changes that affect your compensation and that affect health care service delivery unless changes to federal or state law or regulations make such advance notice impossible, in which case notice shall be provided as soon as possible. Subject to any termination and continuity of care provisions.
of the agreement between you and us, you may terminate that agreement without penalty if you do not agree with the changes. No change to that agreement may be made retroactive without your express consent.

H. Participating Entities. Participating entities as defined in paragraph 2 of Appendix 2 of the agreement have access to our agreement.

3. The following provision replaces, in its entirety, paragraph 8 of section “What you will do” of the agreement:

Denial of Claims for Not Following Protocols, Not Filing Timely, or Lack of Medical Necessity. You will not charge our customers anything for the services you provide, if those services are covered services under their benefit contract, but the applicable co-pay, coinsurance, payments for non-Covered Services or deductible amount. If the services you provide are denied or otherwise not paid, or an administrative sanction is imposed, due to your failure to notify us, to file a timely claim, to submit a complete claim, to respond to our request for information, or based on our reimbursement policies and methodologies, you may not charge our customer. If the services you provide are denied for reason of not being medically necessary, you may not charge our customer unless our customer has, with knowledge of our determination of a lack of medical necessity, agreed in writing to be responsible for payment of those charges. If the services you provide are not covered under our customer’s benefit contract, you may, of course, bill our customer directly. You will not require a customer to pay a “membership fee” or other fee in order to access you for covered services (except for co-payments, coinsurance and/or deductibles provided for under the customer’s benefit contract) and will not discriminate against any customer based on the failure to pay such a fee.

4. The following provisions are added to the end of the section and do not replace section “What we will do” of the agreement:

A. Prompt Payment of Claims. For claims governed by Washington law, we or the participating entity, as applicable, shall pay or deny claims in accordance with the claims payment standards contained in WAC 284-43-9993 which are set forth below.

(a) (i) For covered health care services provided to enrolled participants, we or the participating entity shall pay you as soon as practical but subject to the following minimum standards:

(A) Ninety-five percent of the monthly volume of clean claims shall be paid within thirty days of receipt by us or our agent; and

(B) Ninety-five percent of the monthly volume of all claims shall be paid or denied within sixty days of receipt by us or our agent, except as agreed to in writing by the parties on a claim-by-claim basis.

(ii) The receipt date of a claim is the date we or our agent receives either written or electronic notice of the claim.

(iii) We shall establish a reasonable method for confirming receipt of claims and responding to your inquiries about claims.

(iv) If we or the participating entity fails to pay claims within the standard established under subsection (a) of this section, we or the participating entity shall pay interest on undenied and unpaid clean claims more than sixty-one days old until the standard under subsection (a) of this section is met. Interest shall be assessed at the rate of one percent per month, and shall be
calculated monthly as simple interest prorated for any portion of a month. Interest shall be added payable to the amount of the unpaid claim without the necessity of you submitting an additional claim. Any interest paid under this section shall not be applied to an enrolled participant’s deductible, copayment, coinsurance, or any similar obligation of the enrolled participant.

(v) When payment is issued in both your name and the enrolled participant’s name, claim checks shall be made payable in your name first and the enrolled participant second.

(b) For purposes of this section, “clean claim” means a claim that has no defect or impropriety, including any lack of any required substantiating documentation, or particular circumstances requiring special treatment that prevents timely payments from being made on the claim under this section.

(c) Denial of a claim must be communicated to you and must include the specific reason why the claim was denied. If the denial is based upon medical necessity or similar grounds, then we, upon your request, must also promptly disclose the supporting basis for the decision.

(d) We shall be responsible for ensuring that any person acting on our behalf or at our direction or acting pursuant to our standards or requirements complies with these billing and claim payment standards.

(e) These standards do not apply to claims about which there is substantial evidence of fraud or misrepresentation by you or enrolled participants, or instances where we have not been granted reasonable access to information under your control.

(f) You and we are not required to comply with this section if the failure to comply is occasioned by any act of God, bankruptcy, act of a governmental authority responding to an act of God or other emergency, or the result of a strike, lockout, or other labor dispute.

B. Payment of Claims Involving Coordination of Benefits. We or the participating entity shall not unreasonably delay payment of a claim by reason of the application of a coordination of benefits provision. Payment of a claim involving the application of a coordination of benefit provision shall be made 30 days after receipt of the claim. When payment of a claim is necessarily delayed for reasons other than the application of a coordination of benefits provision, investigation of other plan coverage shall be conducted concurrently, so as to create no further delay in the ultimate payment of benefits. If we or the participating entity is required by the above stated time limit to make payment as the primary plan, and we or the participating entity is not the primary plan, we or the participating entity may exercise its rights of recovery under the agreement between you and us to recover any excess payments made thereby.

C. Enrolled Participants Contracting Outside the Health Care Plan. Notwithstanding any other provision of law, we, when subject to the jurisdiction of the state of Washington as a health carrier, may not prohibit, directly or indirectly, enrolled participants from freely contracting at any time to obtain any health care services outside the health care plan on any terms or conditions enrolled participant chooses. Nothing in this section shall be construed to bind us for any services delivered outside the health plan.

D. Retrospective Denial. In the event we offer a health care plan that is governed by RCW 48.43.525 or WAC 284-43-2000(4), we will comply with the applicable retrospective claim denial requirements as set forth in RCW 48.43.525 and WAC 284-43-2000(4).
E. Refunds and Additional Payment. Additionally, in the event we offer a health care plan that is governed by RCW 48.43, and only if you are a “health care provider” as that term is defined in RCW 48.43.005.

(a) Our Requests for a Refund. Except in cases of fraud or as otherwise provided in this section and RCW 48.43, (i) All requests for refunds must be made by us in writing within twenty-four (24) months after the date that the payment was made; (ii) Requests for refunds that relate to coordination of benefits must be made within thirty (30) months after the date that the payment was made; and (iii) We may not request a contested refund to be paid any sooner than six (6) months after receipt of the request. Requests for refunds must specify why we believe you owe the refund. Requests for a refund that involve coordination of benefits must include the name and mailing address of the entity that has primary responsibility for payment of the claim. If you do not contest the request in writing to us within thirty (30) days of its receipt, the request is deemed accepted and the refund must be paid.

We may at any time request a refund from you of a payment previously made to satisfy a claim if: (A) a third party, including a government entity, is found responsible for satisfaction of the claim as a consequence of liability imposed by law, such as tort liability; and (B) we are unable to recover directly from the third party because the third party has either already paid or will pay you for the health services covered by the claim.

(b) Your Requests for Additional Payment. Except in cases of fraud or as otherwise provided in this section and RCW 48.43, (i) All requests by you for additional payment to satisfy a claim must be made in writing within twenty-four (24) months after the date that the claim was denied or initial payment intended to satisfy the claim was made; (ii) Requests for additional payments to satisfy claims that relate to coordination of benefits must be made within thirty (30) months after the date that the payment was made; and (iii) you may not request a contested refund to be paid any sooner than six (6) months after receipt of the request. Requests for additional payments must specify why you believe we or the participating entity owes the additional payment. Requests for additional payment that involve coordination of benefits must include the name and mailing address of the entity that has disclaimed responsibility for payment of the claim.

5. The following provisions are added to the end of the section and do not replace section “How long our agreement lasts; how it gets amended; and how it can end” of the agreement:

A. Termination. We each agree to provide written notice to each other in the form and for the length of time as provided in the Agreement, but in no case less than sixty (60) days, before terminating the agreement between you and us and this appendix without cause. Pursuant to WAC 284-43-9992(10), in the event the agreement is terminated for any reason, we or the participating entity must make a good faith effort to ensure written notice is provided no later than 30 calendar days prior to the effective date of the termination, or immediately for a terminations for cause that results in less than thirty (30) calendar days’ notice of termination to you, to members who (1) are seen by you as a primary care physician, (2) are seen on a regular basis by a specialist, or (3) have a standing referral to you.

B. Minimum Notice Required for Amendments Subject to This Appendix. You must be given reasonable notice of not less than sixty days of material changes that affect compensation and health care service delivery unless changes to federal or state law or regulations make such advance notice impossible, in which case notice shall be provided as soon as possible. However, you may reject a material amendment as specifically defined in RCW 48.39.005 without terminating the Agreement. Your rejection of the material amendment will not affect the terms of the Agreement.
Carrier will provide at least 30 days' notice of any other regulatory amendment, unless a shorter notice is necessary in order to accomplish compliance.

6. The following provisions are added to the end of the section and do not replace section “About data and confidentiality” of the agreement:

A. Confidentiality. We each agree to comply with all applicable state and federal laws regarding the confidentiality of medical information relating to members.

B. Access to Enrolled Participant Health Records. You shall be required to make enrolled participants' health records available to appropriate state and federal authorities involved in assessing the quality of care or investigating complaints, grievances, appeals or review of any adverse benefit determinations from enrolled participants subject to applicable state and federal laws related to the confidentiality of medical or health records. You are required to cooperate with audit reviews of encounter data in relation to the administration of health plan risk adjustment and reinsurance programs.

7. The following provision replaces, in its entirety, the section “What if we do not agree” of the agreement:

A. What if We Do Not Agree. We will work with you in good faith to resolve any and all disputes between us (hereinafter referred to as “Disputes”) including but not limited to all questions of the existence, validity, scope or termination of the Agreement or any term thereof. If the Dispute pertains to a matter which is generally administered by our procedures, such as a credentialing or quality improvement plan, the policies and procedures set forth in that plan must be fully exhausted by you before you may invoke any rights to dispute resolution under this provision.

If the parties are unable to resolve any such Dispute within 60 days following the date one party sent written notice of the Dispute to the other party, and if either party wishes to pursue the Dispute, it shall thereafter be submitted to nonbinding mediation in accordance with the Commercial Dispute Procedures of the American Arbitration Association, as they may be amended from time to time (see http://www.adr.org). Unless otherwise agreed to in writing by the parties, the party wishing to pursue the Dispute must initiate the mediation within one year after the date on which notice of the Dispute was given or shall be deemed to have waived its right to pursue the dispute in any forum. If following notice of the Dispute the parties mutually desire to resolve the Dispute through binding arbitration, nothing in this Agreement shall be construed as precluding them from so agreeing.

Further, we shall provide reasonable means that allow you, if aggrieved by actions of ours, to be heard after you submit a written request to us. If we fail to grant or reject a request within thirty days after it has been made, you may proceed as if the complaint had been rejected; except that in the case of a billing dispute that has been timely-made by you, we shall render a decision within sixty days of receipt of your complaint. A complaint that has been rejected by us or any dispute we have with you relating to the terms of this Agreement may be submitted to nonbinding mediation.

Any mediation proceeding under this Agreement shall be conducted in King County, WA. The mediator may construe or interpret but shall not vary or ignore the terms of this Agreement and shall be bound by controlling law. The mediator shall have no authority to award punitive, exemplary, indirect or special damages, except in connection with a statutory claim that explicitly provides for such relief. The parties acknowledge that because this Agreement affects interstate commerce the Federal Arbitration Act applies.

If the parties are unable to resolve a Dispute through nonbinding mediation, and if either party wishes to pursue the Dispute, such party may commence litigation proceedings. The parties agree that if litigation
is used to resolve a Dispute, neither party shall be entitled to an award of special, indirect, punitive or exemplary damages, except in connection with a statutory claim that explicitly provides for such relief. In no event shall any litigation be commenced more than one year after the date on which notice of the Dispute was given.

The parties expressly intend that any Dispute relating to the business relationship between them be resolved on an individual basis so that no other dispute with any third party(ies) may be consolidated or joined with the Dispute. The parties agree that any ruling allowing class action litigation or arbitration or requiring consolidated litigation or arbitration involving any third party(ies) would be contrary to their intent and would require immediate judicial review of such ruling.

In the event that any portion of this provision or any part of this Agreement is deemed to be unlawful, invalid or unenforceable, such unlawfulness, invalidity or unenforceability shall not serve to invalidate any other part of this provision or agreement.

In the event a party wishes to terminate this agreement based on an assertion of uncured material breach, and the other party disputes whether grounds for such a termination exist, while such Dispute remains pending, the termination for breach will not take effect.

This provision governs any dispute between the parties arising before or after execution of this agreement, and shall survive any termination of this agreement.

8. The following provision replaces, in its entirety, the section “Appendix 1” of the agreement:

Appendix 1

We include as part of our agreement the following additional materials for which both you and we agree:

Appendix 2 Definitions, Products and Services. This appendix sets forth definitions for our “customer” and “participating entities” as well as lists the type of benefit contracts offered to our customers.

Payment Appendix(ices) Fee Information Documents Include: Fee Specifications Document, Fee Schedule Sample, and Additional Information About Your Fee Schedule. Further information about the fee schedule (such as additional fee samples) can be requested by writing to UnitedHealthcare, {address}.

Appendix 3 Professional Staff: This document provides information about the members of your professional staff.

Appendix 4 Locations. This document provides information about your office, billing, and mailing locations. Please remember that, as described on page 2, this agreement applies to all of your locations even if you do not list all of your current locations or if you add a location in the future.

State Regulatory Requirements Appendix In some instances, states add requirements to our agreement that are set forth in this appendix.
Medicare Regulatory Requirements Appendix
(This appendix applies only if you are in our Medicare network.)
Your participation in our network for customers with Medicare benefit contracts is subject to additional Medicare requirements set forth in this appendix.

Medicaid Regulatory Requirements Appendix
(This appendix applies only if you are in our Medicaid network.)
Your participation in our network for customers with Medicaid benefit contracts is subject to additional Medicaid requirements set forth in this appendix.

Administrative Guide
We have enclosed a copy of our Administrative Guide. This guide is available to you to review prior to contracting and governs the mechanics of our relationship. Our Administrative Guide may be viewed by going to www.unitedhealthcareonline.com. Unless a longer period is required as set out in any Regulatory Requirements Appendix to this agreement or by applicable law, we may make changes to the Administrative Guide upon 30 days electronic or written notice to you.

For services rendered to customers enrolled in certain benefit contracts that may be included under this agreement, you will be subject to additional requirements described in or made available to you through one or more additional provider manuals ("Additional Manuals"). When the agreement refers to the Administrative Guide, it is also referring to the Additional Manuals. The Additional Manuals will be made available to you on a designated website or upon request. In the event of any conflict between this agreement or the "UnitedHealthcare Physician, Health Care Professional, Facility and Ancillary Provider Administrative Guide" or other UnitedHealthcare administrative protocols and payment policies, and any Additional Manual, in connection with any matter pertaining to customers enrolled in the benefit contracts to which the Additional Manual applies, that Additional Manual will govern, unless applicable statutes and regulations dictate otherwise. Notwithstanding the prior sentence, in the event of a conflict between a provision of this agreement and a provision of an Additional Manual, this agreement will govern with regard to those benefit contracts regulated by Washington law to which that Additional Manual applies.

We may make changes to the protocols and payment policies subject to this provision in accordance with the provisions of the agreement relating to protocol and payment policy changes. The benefit contracts or names of entities under common ownership with us, names of the Additional Manuals, and name of the website to view and download the Additional Manuals, when applicable, are set forth in the table below. We will notify you of any changes in the location of the Additional Manuals. You may request a copy of the Additional Manual.
<table>
<thead>
<tr>
<th>Type of Benefit Contract</th>
<th>Description of Applicable Additional Manual</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td>[No Additional Manuals Apply] {Use this option if no additional manuals apply}</td>
<td>UnitedHealthcare West Non-Capitated Supplement to the UnitedHealthcare Physician, Health Care Professional, Facility and Ancillary Provider Administrative Guide or UnitedHealthcare West Capitated Administrative Guide</td>
<td><a href="http://www.uhewest.com">www.uhewest.com</a></td>
</tr>
<tr>
<td>[Benefit contracts, other than Medicaid, CHIP and Benefit Contracts for the Uninsured, issued or administered by UnitedHealthcare of Washington, Inc. and PacifiCare Life and Health Insurance Company]</td>
<td>UnitedHealthcare Community Plan Physician, Health Care Professional, Facility and Ancillary Administrative Guide</td>
<td><a href="http://www.uhccommunityplan.com">www.uhccommunityplan.com</a></td>
</tr>
</tbody>
</table>

**Credentialing Plan**

To review our credentialing plan, visit www.unitedhealthcareonline.com. This plan requires you to carry malpractice insurance in amounts with carriers and on terms and conditions that are customary for physicians like you in your community. To request access to, or a copy of, our credentialing plan, write to UnitedHealthcare {address}. 
Appendix 3
Your Professional Roster

Will you be attaching a copy of your roster to this form? YES ☐ NO ☐

NOTE: Please attach additional copies of this page if you need to list additional professionals.

**Drafting Note:** Under Provider Specialties, you may add additional numbering if the professional has more than 2 (two) specialties that they either support or practice. For NP & PA Professionals, please ensure each have indicated their degree first in the second column and then also indicate their primary & secondary specialties which they support for loading purposes.

| Name of Provider Representative Professional(s) (First Name, MI, Last Name) | Degree (MD, DO, NP, PA, other) | Male or Female (M/F) | Provider Specialty(ies) | State License # | Medicaid ID # | NPI # | Foreign Language(s) Spoken | Admitting Hospital(s) |
|---|---|---|---|---|---|---|---|---|---|
| Marnie G. Schumacher | ARNP | F | 1) Women's Health, 2) Family Planning | AP30000 2301 | - | 1619948338 | | | 1) NA, 2) |
| Shannon L. Marsh | ARNP | F | 1) Family Medicine, 2) Family Planning | AP6056 2578 | - | | 1) Ocean Beach Hospital, 2) | |
| | | | | | | | | 1) | 2) |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
Request the BOCCH approve the Intergovernmental Agreement between Washington State Parks and Recreation Commission and Pacific County Sheriff's Office and authorize the Sheriff to sign. The purpose is to establish a cooperative framework between State Parks and PCSO to enhance safety and education services in the state per RCW 88.02.650 and WAC 352-65-010.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

Approve Intergovernmental Agreement #LE: MLE1029 with WA State Parks and Recreation Commission to enhance the performance of boating safety and education services and authorize Sheriff to sign
Name of Contractor: Washington State Parks and Recreation Commission

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages that are being amended): MLE1029

☐ W-9 Attached for all vendors/contractors (County issuing payment to) ☐ Certificate of Insurance Attached (if required)

Indicate type: ☑ Intergovernmental/Interagency ☐ Employment/Special Services Agreement ☐ Federal Contract

☐ Memorandum of Understanding/Agreement ☐ Interoffice/Interdepartmental ☐ State Contract

Contractor Type (check all that apply): ☐ For-Profit ☐ Private Organization/Individual

☐ Non-Profit ☐ Public Organization/Jurisdiction

☐ State ☐ Sub-Recipient

☐ Federal ☐ Other

Please provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.

TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):


☐ Small PW Process (<$300,000) ☐ PW Project (>300,000)

Equipment, Materials, & Supplies (RCW 36.32): ☐ <$5,000 (attach 3 bids) ☐ $5,000-$25,000 (see small works roster)

☐ >$25,000 (competitive bids) ☐ Architectural & Engineering

☐ Personal Services ☐ Lease (Real

☐ Telecomm & Data Processing ☐ Other (Describe):

To be located at: ____________________________________________

Exceptions to Bidding (Please provide appropriate documentation):

☐ Insurance/Bonds ☐ Emergency Event (Purchases/Public Works)

☐ Single (Sole) Source Purchase* ☐ Special Facilities/Market Conditions

*Resolution Required

☐ PURCHASE UNDER ANOTHER AGENCY’S CONTRACT (“Piggybacking”)

Please attach the following:

- Copy of Intergovernmental Agreement with other agency
- Confirmation that vendor agrees to participation
- Documentation that contract was awarded in compliance with bidding law
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

☐ RFP ☐ RFQ ☐ Franchise ☐ Annexation ☐ Ordinance ☐ Resolution

☐ Appeal ☐ Inventory Acquisition/Disposal ☐ Tort Claim ☐ Call for Bids

☐ Open Space ☐ Post, Advertise, & Fill Position

☐ Other (please describe): ____________________________________________

BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):

TOTAL COST/AMOUNT (include sales & use tax): ______________ TOTAL TAX: ______________

TOTAL SHIPPING/HANDLING: ______________ EXPENDITURE FUND #: _______XXX.XXX.XX.XX

EXPENDITURE BUDGETED? ☐ Yes ☐ No SUPPLEMENTAL REQUIRED? ☐ Yes ☐ No

IN-KIND MATCH REQUIRED? ☐ Yes ☐ No DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☐ No AMOUNT OF MATCHING FUNDS: ________
INTERGOVERNMENTAL AGREEMENT
Between
WASHINGTON STATE PARKS AND RECREATION COMMISSION
And
Pacific County Sheriff's Office
Agency Size Category: Small
Marine Lead: James Bergstrom, 360-214-1100
AGREEMENT# LE: MLE1029

THIS AGREEMENT is between the Washington State Parks and Recreation Commission, "STATE PARKS," and Pacific County Sheriff's Office the "AGENCY".

THE PURPOSE OF THIS AGREEMENT is to establish a cooperative framework between STATE PARKS and the AGENCY to enhance the performance of boating safety and education services in the state per RCW 88.02650 and WAC 352-65.010. The goal is to reduce the number and severity of recreational boating casualties of all types associated with recreational boating and ensure a safe and enjoyable boating environment for all users.

THEREFORE, IT IS MUTUALLY AGREED THAT:

SUMMARY STATEMENT
In exchange for vessel registration fees, transmitted to the AGENCY by the Washington State Treasurer, AGENCY shall furnish the necessary personnel, equipment, material, and services and otherwise do all things necessary for, or incidental to, the performance of marine law enforcement and other duties as defined in Chapter 79A.60 RCW - REGULATION OF RECREATIONAL VESSELS.

PERIOD OF PERFORMANCE
The term of this agreement is one year from the date of STATE PARKS' signature.

RECORDS MAINTENANCE
The parties to this agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the
performance of the services described herein. These records are 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 must be retained for six years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties must 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. Each party shall utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this agreement will continue to be employees or agents of that party, and will not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments are not binding unless they are in writing.

INDEMNIFICATION

Each party is responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

TERMINATION FOR CAUSE

If STATE PARKS determines that AGENCY is not in compliance with the minimum requirements of this agreement, the State Parks Marine Law Enforcement Coordinator will notify AGENCY in writing of the deficiency. AGENCY will have forty-five days following receipt of the notice of deficiency to submit a plan satisfactory to STATE PARKS to remedy the deficiency. If, after forty-five days, AGENCY has not submitted a plan to STATE PARKS for remedying the deficiency or is unable to demonstrate its ability to meet minimum requirements, STATE PARKS will have the option to terminate this agreement. If AGENCY disagrees with STATE PARKS’ decision to cancel this agreement, AGENCY may seek a hearing per chapter 34.05 RCW, the Administrative Procedure Act to contest this decision.

DISPUTES
In the event that a dispute arises under this agreement, it will be determined by a Dispute Board in the following manner: Each party to this agreement appoints one member to the Dispute Board. The members so appointed jointly appoint an additional member to the Dispute Board. The Dispute Board reviews the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board is final and binding on the parties hereto.

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 must 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 must be resolved by giving precedence in the following order:

a. Applicable state and federal statutes and rules;
b. Summary Statement; and
c. Any other provisions of the agreement, including materials incorporated by reference.

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 may not be unreasonably withheld.

WAIVER

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

SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference is held invalid, such invalidity does 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.

**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 exist or bind the parties.

**CONTRACT MANAGEMENT**

The contract representative for each of the parties are responsible for and are the contact person for all communications and billings regarding the performance of this agreement.

The Contact Representative for AGENCY is:
James Bergstrom, Lieutenant
Pacific County Sheriff's Office
360-214-1100
jbergstrom@co.pacific.wa.us

The Contract Representative for STATE PARKS is:
Hoyle Hodges, Marine Law Enforcement Coordinator
(360) 902-8835.

**IN WITNESS WHEREOF, the parties have executed this agreement.**

**Washington State Parks and Recreation Commission**

By: ___________________________  By: ___________________________

Title: ___________________________  Title: ___________________________

Updated 11/30/2017  Page 4 of 24
Exhibit A

AGENCY REQUIREMENTS

Signed Agreement:

AGENCY shall sign an Approved Program Agreement with STATE PARKS that contains all qualifications and requirements necessary to establish or maintain eligibility to receive vessel registration fees as established by RCW 88.02.650. AGENCY agrees to use the A-299 Web Forms to provide information necessary to complete the annual Approved Program Agreement. AGENCY agrees to utilize the web-enabled process designated by STATE PARKS to generate the Approved Program Agreement. AGENCY agrees to complete the submission process by October 15, 2017. Note that for 2018, this deadline will be January 26, 2018.

Designated Marine Lead / Conference Attendance / Surveys:

AGENCY must designate a “Marine Lead” - the Deputy/Officer/or Supervisor (LT, SGT, Undersheriff) that is responsible for interacting with STATE PARKS on all issues and matters related to AGENCY’s Marine Law Enforcement unit. Duties include but are not limited to:

- Ensuring all required reports are completed and submitted to STATE PARKS within document due date guidelines.
- Submitting personnel names to attend training courses and conferences.
- Attending the annual Fall Conference, or designating another to attend.
- Ensuring that all commissioned officers/deputies identified in the A-299 Web Form have received Marine Law Enforcement Training.
- Ensuring that all tasks identified on the BOAT Currency Web Form are current and up to date.
- Taking proactive steps to ensure that his/her agency will have all necessary equipment and other necessary infrastructure in place so to utilize the SECTOR system for all boating related safety inspections, warnings, and citations by January 1, 2019.
- Communicating with STATE PARKS on all matters and issues that may arise around recreational boating safety and marine law enforcement and disseminating information within their agency as appropriate.
- Responding to any and all recreational boating safety surveys sent by STATE PARKS within the requested timeline.
- Ensuring that all data on their agency held by STATE PARKS is up to date and accurate.

Reporting Recreational Boating Activities and Financial Data:

Training Currency Forms: AGENCY agrees to complete a BOAT Currency Web Form for each officer/deputy identified in their A-299 Web Form by October 15 of each year. Only officers/deputies whose training qualifications are current will be considered trained.
**Summary of Activity Report Web Forms:** AGENCY agrees to use the Summary of Activity Report (SOAR) web form to report all required recreational boating safety (RBS) activities. AGENCY may report the activities daily, monthly, or quarterly using the SOAR Web Forms.

**Utilize SOAR Web Forms:** AGENCY will use the Summary of Activity Report (SOAR) web form designated by STATE PARKS to report all required RBS Activities.

**Reporting Frequency:** AGENCY must submit a Summary of Activity Report (SOAR) at least quarterly to STATE PARKS. However, it may report RBS Activities daily or monthly using the SOAR Web Forms.

**Review and Approval of SOAR:** STATE PARKS will provide AGENCY with a summary of all reported RBS Activities at the end of the quarter and provide AGENCY with the opportunity to correct, update, and/or amend their report to address any inaccuracies or omissions. If all information is correct, AGENCY will print, sign, and submit a copy of the SOAR quarterly summary to STATE PARKS by the designated deadline.

**Due Dates:** The SOAR is due to STATE PARKS by the 15th of the month following the end of the quarter as follows:

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Beginning Date</th>
<th>End Date</th>
<th>SOAR Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Quarter</td>
<td>January 1</td>
<td>March 31</td>
<td>April 15</td>
</tr>
<tr>
<td>Second Quarter</td>
<td>April 1</td>
<td>June 30</td>
<td>July 15</td>
</tr>
<tr>
<td>Third Quarter</td>
<td>July 1</td>
<td>September 30</td>
<td>October 15</td>
</tr>
<tr>
<td>Fourth Quarter</td>
<td>November 1</td>
<td>December 31</td>
<td>January 15</td>
</tr>
</tbody>
</table>

**Vessel Registration Fee Expenditure Report:** AGENCY will use the Vessel Registration Fee Expenditure Report Web Form to provide STATE PARKS with accounting information as directed. AGENCY agrees to submit this form by October 15 of each year.
EXHIBIT B

FUNDING REQUIREMENTS

AGENCY Financial System Report: AGENCY agrees to provide STATE PARKS with a report from the AGENCY’S financial system that demonstrates that vessel registration fees (VRFs) are deposited in a dedicated account and showing the deposit of state vessel registration funds received from the Office of State Treasurer. See Exhibit E for an example. This report may not be an Excel spreadsheet, and it must be submitted with the Vessel Registration Fee Expenditure Report.

VRF Fund Balance Report: AGENCY agrees to provide STATE PARKS a report from the AGENCY financial system showing the fund balance of the dedicated VRF account. See Exhibit E for an example. VRF fund balance on this system-generated report should match the bottom line on the VRF report (“Total Remaining Balance of State VRF funds for Fiscal Year”).

Provide Local Spending: AGENCY agrees to contribute local funds to provide financial support to its marine law enforcement program to augment the funding provided through VRFs.

Limitation on Use of Funds: AGENCY agrees to use VRFs solely for recreational boating safety purposes, which include all activities or expenditures identified in the document “Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants,” as now existing or as may be updated in the future. This document can be found on the MLE Forms Website at: www.mle.parks.wa.gov. AGENCY may charge actual, direct administrative costs to the VRF account. An example would be actual staff hours spent to fill out forms, or to maintain the dedicated account. AGENCY agrees not to charge administrative fees based on an estimated percentage of a staff person’s time.

Local Ordinances, STATE PARKS notification: AGENCY agrees that if it adopts a local ordinance governing recreational boating, the ordinances will be at least as restrictive as, but may be more restrictive than, Washington State boating laws and regulations.
EXHIBIT C
OPERATIONAL REQUIREMENTS

**Officer/Deputy Qualifications:** AGENCY agrees to utilize officers/deputies with law enforcement certificates from the Criminal Justice Training Commission that authorize them to enforce all boating laws and regulations. Officers/deputies who have completed equivalent training may be approved by the STATE PARKS Director or designee.

**Officer/Deputy Training Required:** AGENCY agrees to ensure that all officers/ deputies involved in the recreational boating safety program attend the Washington State Basic Marine Law Enforcement Training course. STATE PARKS agrees to provide this training at no charge to AGENCY. Only officers/deputies that have attended this training will be considered trained. Officers/deputies may attend an alternative and equivalent course with prior written STATE PARKS approval.

**New Programs, Officers/Deputies, Must Acquire Training Within One Year:** AGENCY agrees to acquire required training for officers/deputies within one year of becoming an approved program, and within one year for each newly assigned boating safety officer/deputy.

**Training Currency:** AGENCY must submit a BOAT Currency Requirements Report Web Form for all active personnel listed on the roster submitted with the A-299 Web Form by October 15 each year. These reports must be submitted at least annually but may be updated throughout the year. If AGENCY feels that they will be unable to complete all training tasks required, it shall submit a statement of explanation to the Marine Law Enforcement Coordinator.

**Document Additional Training:** AGENCY agrees to list on the A-299 form any additional training courses its personnel have completed.

**Vessels and Equipment:** AGENCY agrees to acquire and make available the necessary boating safety patrol equipment, including vessels capable of serving the minimum requirements outlined in this agreement. Patrol vessels must be properly marked and properly equipped as provided in chapter 88.02 RCW and chapter 352-60 WAC.

**Vessel, Aircraft, Vehicle and Equipment Inventory Required:** AGENCY agrees to supply STATE PARKS with an inventory of all vessels, aircraft, vehicles, and equipment utilized in the recreational boating safety missions along with details of how they are equipped each year in the A-299 web form.
Information required on the A-299 includes:

- **Vessels:** STATE PARKS requires the following data on each vessel:
  - Name
  - Manufacturer
  - Radio equipped (Y/N): Radio equipped means the vessel has an agency radio installed or “hardwired”. Non-radio equipped boats are vessels that do not have radios installed. Portable radios may be carried on these boats, but they would be considered non-radio equipped. Examples include personal watercraft, drift boats, jon boats, kayaks, and inflatable rafts (motorized or non-motorized).
  - SECTOR equipped (Y/N): SECTOR equipped boats are the patrol vessels that are SECTOR equipped with a computer or tablet plus printer and scanner, including those that are permanently installed or “hardwired” OR portable cased units that are taken on an off the vessel. Non-SECTOR equipped boats are vessels that do not have a computer, tablet, printer installed or a cased kit.
  - Model
  - Length
  - Type of propulsion
  - Horsepower
  - Year purchased
  - Funds used to purchase the vessel (local, state, or federal)
  - Percent of time employed for the RBS mission

- **Aircraft:** The number of aircraft in your agency and the percentage they used for RBS activities.
  - Aircraft type
  - Manufacturer
  - SECTOR/Radio equipped
  - Model
  - Year
  - Funds Used for Purchase
  - Percent of time employed for the RBS mission

- **Vehicles:** Other Patrol Vehicles (Trucks, Cars, SUVs, ATVs) The number of other patrol vehicles assigned to the marine services unit and the percentage they are used for RBS activities
  - Vehicle Type
  - Manufacturer
  - SECTOR/Radio equipped
  - Model
  - Year
  - Funds Used for Purchase
  - Percent of time employed for the RBS mission

- **Equipment Valued at $5000.00 Dollars** (i.e. Engines, Electronics, etc.): Agencies are required to update their inventory of durable items defined as having a cost or value of $5000.00 dollars or more. Only items listed under “allowable expenses” defined in in the
document "Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants" (found on the MLE Forms Website at www.mle.parks.wa.gov) should be purchased with vessel registration fees.
  
  - Equipment Type
  - Manufacturer
  - Model
  - Year purchased
  - Funds used for Purchase (local, state, federal)

Sale of Vessels Purchased with Vessel Registration Fees or STATE PARKS Provided Federal Funding: AGENCY agrees to notify STATE PARKS 60 days in advance of the sale date of any vessel purchased with federal funds provided by STATE PARKS. The sale of vessels purchased with state dollars, when sold at the end of their useful life, must be consistent with the AGENCY’s policies and procedures. AGENCY agrees to remove the vessel from the Patrol Vessel Inventory once it is sold.

Boating Accident Reports Required, Timeline to Submission: AGENCY agrees to submit accident reports to STATE PARKS (in compliance with RCW 79A.60.200, RCW 79A.60.220 and WAC 352-70) as follows:

- For any boating accident resulting in a death, or in an injury requiring hospitalization, AGENCY agrees to:
  - Notify STATE PARKS within 48 hours of becoming aware of the incident.
  - Fill out and submit a complete Boating Accident Investigation Report (BAIR – form number A-425) within ten days of the occurrence.
  - Include the results of any other investigation conducted by the agency, including but not limited to statements from witnesses or any party involved, photos, maps, or additional information.
  - Submit, within one week of completion, any coroner’s reports concerning the death of any person resulting from the boating accident.

- In addition to the requirements above, for any boating accident resulting in a death, or in an injury requiring hospitalization, OR damage to any vessel or property of two thousand dollars or more, OR a vessel is a complete loss, OR a person disappears from the vessel under circumstances that indicate death, AGENCY agrees to submit a Boating Accident Report (BAR – Form number A-440) within 10 days of the occurrence to STATE PARKS.

Boater Assistance: AGENCY agrees to create and maintain the ability to respond, or coordinate response to, boating emergencies that occur within AGENCY’s jurisdiction and document each occurrence and report it to STATE PARKS through the Summary of Activity Report (SOAR) Web Form as prescribed in this agreement. AGENCY agrees to report each incident utilizing the following definitions:

- Search & Rescue/Recovery: Search and rescue (SAR) is defined as a water-borne response (including aircraft) involving a person or vessel in peril. AGENCY agrees to only report SAR cases on the Summary of Activity Report (SOAR) Web Form that were
assigned a case number by their agency or a USCG MISLE Case ID Number and an Urgent Marine Information Broadcast (UMIB) initiated by the USCG. Agencies should not report assists (defined below) as SAR cases.

- **Assist:** An "Assist" is defined as aid where there is no immediate danger to the vessel or its occupants. This includes vessels involved in boating accidents, disabled, aground, out of fuel, or otherwise unable to reach a safe mooring under its own power. Assistance may include providing a tow, jump start, re-floating, re-righting, fuel, repair, repair parts, assisting persons in the water, etc. This does NOT include the salvage of a vessel once abandoned, or commercial vessels. AGENCY agrees to report responses of this nature as assists and will report the number of vessels assisted and the number of persons assisted on the SOAR web form.

**Boating Safety Patrols Required, Minimum Hours:** AGENCY agrees to patrol on the waters of its jurisdiction with the intent of enforcing Washington State Boating Safety Laws and Regulations and to promote boating safety some minimum hours based on their agency size (Small – 160, Medium – 225, Large - 780) per year during peak boating hours within AGENCY's jurisdiction. Patrol hours can be a combination of hours patrolling on the water in a vessel as well as hours spent at boat launch ramps or other appropriate shore-side enforcement activities.

**Enforcement of Boating Laws Required:** AGENCY agrees to enforce all Washington State boating safety laws and regulations including vessel registration laws as specified in Title 88 RCW, and as specified in local codes or ordinances. In addition, AGENCY shall document and report the numbers of warnings and citations it issues for each type of boating violation in the Summary of Activity Report web form – except those issued through SECTOR. STATE PARKS recommends that AGENCY adopt a zero tolerance policy in the enforcement of mandatory boater education card carriage, life jacket wear/carriage, boating under the influence, and rules of the road violations, and strongly consider issuing citations for violations of these laws, in all circumstances.

**Boating Safety Inspections Required:** AGENCY shall complete a minimum number of written boating safety inspections based on their agency size (Small – 92, Medium – 283, Large – 372) using the SECTOR system or Form #A-274 during enforcement and informational contacts when considered safe and appropriate to document boater compliance with state boating laws. STATE PARKS will provide boating safety inspection forms. Copies of the completed inspections shall be submitted to STATE PARKS for statistical purposes at the end of each quarter along with the SOAR Web Form. AGENCY shall not report inspections documented in SECTOR to STATE PARKS.

**Boating Safety Education Program Required, Designated Officer or Deputy:** AGENCY shall create, adopt, and/or maintain a boating safety education and information program. At a minimum AGENCY shall designate an officer/deputy to coordinate the activities of the boating safety education program. AGENCY shall ensure that the designated boating safety education
officer/deputy receives training from STATE PARKS. AGENCY agrees that the designated officer or deputy will oversee AGENCY’s boating safety education and outreach program including, but not limited to, coordinating activities listed in Exhibit F. AGENCY is not obligated to engage in all outreach and education activities listed in Exhibit F but it must ensure that its program is appropriate for the types of boating and primary boating accidents within AGENCY’s jurisdiction.

**Waterway Marking:** AGENCY agrees to place and maintain Aids to Navigation (ATONs) as appropriate, within the waters of AGENCY’s jurisdiction. AGENCY agrees to report to STATE PARKS the number and hours spent placing or maintaining only the ATONs that they are responsible for within its jurisdiction on the SOAR web form. AGENCY agrees to use only those waterway markers that conform to the United States Aids to Navigation System.
EXHIBIT D

NOTES AND DEFINITIONS

Washington STATE PARKS' Marine Law Enforcement Training Program is accredited through the National Association of State Boating Law Administrators Boat Operation and Training (BOAT) Program. As a term of accreditation, STATE PARKS must ensure that all active marine officers and deputies maintain proficiency in basic recreational boating safety skills. This is important because these skills are perishable but critical to operate in a marine environment. STATE PARKS recognizes that there are many different circumstances that could prevent training from being completed (wild fires, maintenance issues, staffing shortfalls, etc.). Each circumstance will be evaluated on its own merits.

Approved Program: A marine law enforcement program that has signed an Approved Program Agreement with Washington State Parks, and is in good standing.

Boating Safety Patrol: The total number of hours that all agency vessels patrolled on the water. These are the actual hours as documented on the patrol vessel hour meter or logbook. Note that this is different than officer on-water patrol hours. If two officers are patrolling on a single vessel for eight hours, you would report eight boating safety patrol hours and 16 officer on-water patrol hours.

Instructor Qualified Certified Boating Education Instructors: Any officer/deputy designated as Certified Boating Education Instructors must be listed as Instructor Qualified for the Adventures in Boating course by the State Parks Education and Outreach Program Manager. STATE PARKS considers education and outreach activities a key component of preventing boating injuries and fatalities. Classroom instruction, school presentations, and participation in Community Events, along with Dealer and Rental site visits, and effective use of media are crucial to preventing boating accidents and fatalities.

Local Spending: These are funds appropriated by the city or county government used for boating safety programs. Local funds cannot include state or federal grant dollars.

Peak Boating Hours: STATE PARKS defines peak boating hours as four hours on Friday afternoon/evening and 8 hours Saturday and Sunday for weekends from Memorial Day to Labor Day, which equals approximately 332 hours per boating season. STATE PARKS maintains this patrol hour goal to ensure local agencies are focused on injury prevention activities. While many agencies patrol many more hours than 332 and many agencies patrol less than 332 hours, the goal to achieve these patrol hours remains the same. While the patrol hour goal is 332 hours, STATE PARKS has collected data for patrol hours performed by all participating agencies over
a period of years and has established the average boat log hours for agencies based on jurisdiction population size according to the U.S. Census. Patrol hours are considered a critical metric. It is used by STATE PARKS to determine if an agency is complying with the minimum requirements. Failing to achieve the minimum number of hours of patrol (based on size) could be a factor in determining ineligibility for vessel registration fees.

**RBS Activities:** AGENCY is required to report all RBS activities to STATE PARKS on the Summary of Activity Report (SOAR) web form. RBS Activities include, but are not limited to, enforcement activities, outreach and education, and administrative support.

**Trained:** Commissioned officer/deputy trained by the CJTC or equivalent who has attended the Basic Marine Law Enforcement Course or STATE PARKS approved equivalent and has maintained currency requirements documented on the BOAT Currency Web Form. AGENCY must have a trained officer/deputy aboard a vessel in order to use vessel registration fees to pay either the trained officer or untrained officers/deputies.

**Web-enabled Forms:** These are forms located on the website [www.mle.parks.wa.gov](http://www.mle.parks.wa.gov) that are the official documents used by STATE PARKS in the administration of state vessel registration fees and federal financial assistance grants. These forms replace paper versions used prior to CY 2018 and must be used as a condition of ongoing eligibility to receive state vessel registration fees.

**NOTE:** Paper inspection forms (Form #A-274) will not be accepted after January 1st, 2019. After that date, all inspections must be submitted using SECTOR.
Example of a VRF Fund Balance Report

XXX County
Fund Master – All Funds
Balances as of 06/06/2017

<table>
<thead>
<tr>
<th>Key</th>
<th>Cash in Funds</th>
<th>Pooled Cash</th>
<th>Pooled Investment</th>
<th>Investment Funds</th>
<th>Cash &amp; Investments</th>
<th>Total Payables</th>
<th>Available Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>130- Boating Safety</td>
<td>57,294.64</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>57,294.64</td>
<td>7,300.64</td>
<td>64,595.28</td>
</tr>
</tbody>
</table>

Balance as of 06/06/2017 matches Bottom Line (Total Remaining Balance on VRF Report)

Example of a Financial System Report
<table>
<thead>
<tr>
<th>Fund/Key</th>
<th>Revenue</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>130</td>
<td>33600840</td>
<td>State Boating Safety</td>
<td>$20,744.72</td>
</tr>
</tbody>
</table>

**Total Receipt Amount**: $20,744.72

Date of Transfer / Deposit: 060602017
Received From: StateOfWAMonthlyEFT
Customer ID #: 8910
Clerk: David Smith

*Deposited into Dedicated Account For Boating Safety*

*Correct Amount Received*
EXHIBIT F
EDUCATION AND OUTREACH TACTICS AND SUGGESTED GOALS

- **Education Classes**: This is classroom instruction of the Adventures in Boating course sanctioned by Washington State Parks that qualifies passing students to obtain a Mandatory Boater Education Card.
  - Small Agency, 15 students, 1 Class
  - Medium Agency, 20 students, 1 Class
  - Large Agency, 50 students, 1 Class

- **Boating Safety Presentations to Groups**: These are boating safety presentations to various groups, yacht clubs, kayak clubs, anglers, and any groups that use boats on the water.
  - Small Agency, 10 hours
  - Medium Agency, 15 hours
  - Large Agency, 25 hours

- **Boating Safety Presentations to Schools**: These are presentations to local public and private schools, K-12, colleges or universities.
  - Small Agency, 10 hours
  - Medium Agency, 15 hours
  - Large Agency, 25 hours

- **Vessel Rental Site Visits**: These are site visits to local vessel rental sites. The intent is to ensure the employees and renters are following the guidance on the Motor Vessel Rental Safety Checklist (Form number P&R A-446 - Rev 03/2014). These can also be site visits to businesses that rent out kayaks, canoes, stand-up paddleboards or other small non-motorized craft. The intent of visits in this case is to emphasize basic safety behaviors such as encouraging renters to always wear a life jacket, and encouraging boating in low hazard areas.
  - Small Agency, 2 visits
  - Medium Agency, 4 visits
  - Large Agency, 6 visits

- **Participation in Community Events**: These are events like county fairs, parades, and night outs that have the ability to reach large numbers of community members. A qualified event requires face-to-face interaction with community members. Participation on the water in regattas, races, opening days where there is little to no face-to-face interaction between officers/deputies and community members does not count as a “Community Event”. Also, maintaining a screen line or security area at an on-water event does not count for reporting event hours on the SOAR.
  - Small Agency, 40 hours
  - Medium Agency, 150 hours
  - Large Agency, 275 hours

- **Vessel Dealer Site Visits**: These are visits to vessel dealerships and brokers to ensure they are following dealer registration laws, educate them on any safety issues with type of vessels they sell, and checks that required safety equipment is on board during test rides and sea trials. Dealers should also be encouraged to remind their customers of the mandatory boater education requirement.

Updated 11/30/2017
- Small Agency, 5 visits
- Medium Agency, 10 visits
- Large Agency, 15 visits

- **Professional Prevention Partners (Safe Kids, Power Squadron, USCG Auxiliary, etc.):** Engaging partners can multiply the effectiveness of a marine law enforcement program's effectiveness by increasing its area of influence and leveraging the resources of partners. Partnering activities include meetings, conference calls, event participation, and actual on-water time. Agencies should report the hours spent working with Prevention Partners conducting RBS activities in their jurisdictions as well as meetings, conference calls etc.
  - Small Agency, 1 hour
  - Medium Agency, 3 hours
  - Large Agency, 5 hours

**Media Contacts:** Agencies should distribute recreational boating safety content through their own social media channels, social media channels of their partners, or the news media.

- **Owned Media:** This is the number of hours spent on this activity and the number of posts or articles distributed through communication channels that are owned and managed by the agency, like the agency website, social media channels (Facebook, Twitter), newsletters, etc.
  - Small Agency, 4 hours
  - Medium Agency, 8 hours
  - Large Agency, 16 hours

- **Earned Media:** This is the number of hours spent on this activity and the number of articles broadcast through media channels that are not managed by the agency. Examples include stories in the newspaper, radio, television. Agencies should also count the number of recreational boating safety posts on the social media channels of partner organizations when the agency can show that the posts are the result of its interaction with that partner.
  - Small Agency, 4 hours
  - Medium Agency, 8 hours
  - Large Agency, 16 hours

- **Campaigns; Operation Dry Water, Spring Aboard, National Safe Boating Week, and Safe Paddling Week:** See the SOAR web form for reporting requirements, and goals for all agencies regardless of size is participation in these campaigns. The State Parks Recreational Boating Safety Communication staff will distribute content to all agencies for each of the campaigns, making participation quick and simple. These campaigns can have a powerful impact if all agencies participate.
  - The **Operation Dry Water campaign** is a national campaign focused on the deterrence of boating under the influence. Participation in this campaign is mandatory for all agencies that receive a federal assistance grant. It is a combination of emphasis patrols and media the weekend before the Fourth of July.
  - The **Spring Aboard campaign** is a national campaign designed to encourage all boaters to take a recreational boating safety class. It occurs in late March.
  - **National Safe Boating Week** is a nationally observed week focused on encouraging all boaters to wear their lifejackets. In addition to media posts, agencies are encouraged to
participate in “Wear IT” events. More information will be distributed in the late winter about this campaign to help agencies effectively participate. This campaign is sponsored by the National Safe Boating Council.

- **Safe Paddling Week** is a new campaign being sponsored by the Washington State Parks Recreational Boating Safety Program for the first time in July of 2018. The purpose of the week is to elevate awareness around basic paddling safety behaviors such as always wearing a PFD, obtaining training etc.
EXHIBIT G
DATA ENTERED ON THE A-299 FORM
Washington State Parks & Recreation Commission – Recreational Boating Program
Request for Boating Safety Program Approval

Application Year
1,995

<table>
<thead>
<tr>
<th>AGENCY INFO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Name</td>
</tr>
<tr>
<td>Pacific County Sheriff's Office</td>
</tr>
<tr>
<td>Agency Signing Officer Title</td>
</tr>
<tr>
<td>Sheriff</td>
</tr>
<tr>
<td>Signing Officer Last Name</td>
</tr>
<tr>
<td>Johnson</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STAFFING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roles</td>
</tr>
<tr>
<td>Marine Lead, Supervisor, Boating Safety Officer</td>
</tr>
<tr>
<td>Coordinator of Boating</td>
</tr>
</tbody>
</table>

Updated 11/30/2017
<table>
<thead>
<tr>
<th>Boating Safety Officer</th>
<th>Detective</th>
<th>Ryan</th>
<th>Tully</th>
<th>Regular</th>
<th>Full time</th>
<th><a href="mailto:rtully@co.pacific.wa.us">rtully@co.pacific.wa.us</a></th>
<th>3/2/2013</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boating Safety Officer</td>
<td>Sergeant</td>
<td>Mike</td>
<td>Ray</td>
<td>Regular</td>
<td>Full time</td>
<td><a href="mailto:mray@co.pacific.wa.us">mray@co.pacific.wa.us</a></td>
<td>5/8/2008</td>
<td>Yes</td>
</tr>
<tr>
<td>Fiscal Lead</td>
<td>Chief Deputy</td>
<td>Denise</td>
<td>Rowlett</td>
<td>N/A</td>
<td>Full time</td>
<td><a href="mailto:drowlett@co.pacific.wa.us">drowlett@co.pacific.wa.us</a></td>
<td>N/A for this position</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Number of Full Time RBS Officer</th>
<th>Number of Part Time/Seasonal RBS Officers</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of Other RBS Officers</th>
<th>Marine Lead Mobile Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00</td>
<td>360-214-1199</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fiscal Lead First Name</th>
<th>Fiscal Lead Last Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Denise</td>
<td>Rowlett</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fiscal Lead Email</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:drowlett@co.pacific.wa.us">drowlett@co.pacific.wa.us</a></td>
</tr>
</tbody>
</table>

**BOAT PATROL SCHEDULE**

Updated 11/30/2017
### Patrol Season Begins and Ends

<table>
<thead>
<tr>
<th></th>
<th>Patrol Season Begins</th>
<th>Patrol Season Ends</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>5/26/2018</td>
<td>9/3/2018</td>
</tr>
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### Patrol Hours

<table>
<thead>
<tr>
<th></th>
<th>Sun</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
<th>Fri</th>
<th>Sat</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patrol Hours</td>
<td>4.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>2.00</td>
<td>4.00</td>
</tr>
<tr>
<td>Number of Officers</td>
<td>2.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>1.00</td>
<td>2.00</td>
</tr>
<tr>
<td>Number of Vessels</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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</table>

**Total Planned Patrol Hours**

160.00

### RBS EQUIPMENT, VESSELS, AIRCRAFT AND VEHICLES

<table>
<thead>
<tr>
<th>Type</th>
<th>Vessel Name</th>
<th>Vehicle/ Aircraft/ Equipment Type</th>
<th>Manufacturer</th>
<th>Sector/ Radio</th>
<th>Model</th>
<th>Length</th>
<th>Propulsion Type</th>
<th>Horse Power</th>
<th>Year</th>
<th>Funds Used for Purchase</th>
<th>% Time Used for RBS</th>
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</thead>
<tbody>
<tr>
<td>Vessels</td>
<td>#1</td>
<td>Almar</td>
<td>Almar</td>
<td>Radio equipped</td>
<td>Jet</td>
<td>20.00</td>
<td>Inboard/Outr</td>
<td>300.00</td>
<td>1,595</td>
<td>Local,</td>
<td>100.00</td>
</tr>
<tr>
<td>Vessels</td>
<td>Oppey</td>
<td>LifeProof Boats</td>
<td>LifeProof Boats</td>
<td>SECTOR equipped, Radio equipped</td>
<td>Cabin Cruiser</td>
<td>23.50</td>
<td>Inboard/Outr</td>
<td>300.00</td>
<td>2,015</td>
<td>Federal Financial Assistance provided by WA Parks,</td>
<td>100.00</td>
</tr>
</tbody>
</table>

### Number of Radio Equipped Boats and Non-Radio Equipped Boats

<table>
<thead>
<tr>
<th>Number of Radio Equipped Boats</th>
<th>Number of Non-Radio Equipped Boats</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of Aircraft</th>
<th>Number of Other Patrol Vehicles</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of Vessels SECTOR Equipped</th>
<th>Number of Vessels Non-SECTOR Equipped</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>1.00</td>
</tr>
</tbody>
</table>

**Updated 11/30/2017**
LOCAL ORDINANCES

No local ordinances at this time.
| Name of Contractor: Washington State Parks and Recreation Commission |
| Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended):

- **W-9 Attached** for all vendors/contractors (County issuing payment to)
- **Certificate of Insurance Attached** (if required)

| Indicate type | Intergovernmental/Interagency | Employment/Special Services Agreement | Federal Contract |
| Memoranandum of Understanding/Agreement | Interoffice/Interdepartmental | State Contract |

| Contractor Type (check all that apply): | For-Profit | Private Organization/Individual |
| Non-Profit | Public Organization/Jurisdiction |
| State | Sub-Recipient |
| Federal | Other |

Please provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.

**TYPE OF REQUEST** *(Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):*

- Public Works Project (RCW 39.04):
  - Limited PW Process (<$35,000)
  - Limited PW Process (<$40,000)
  - Small PW Process (<$300,000)
  - PW Project (>=$300,000)

- Equipment, Materials, & Supplies (RCW 36.32):
  - <$5,000 (attach 3 bids)
  - $5,000-$25,000 (see small works roster)
  - >$25,000 (competitive bids)

- Services / Leases:
  - Architectural & Engineering
  - Personal Services
  - Lease (Personal Property i.e. copier, printer)
  - Lease (Real)
  - Telecomm & Data Processing
  - Other (Describe):

To be located at:

**Exceptions to Bidding** *(Please provide appropriate documentation):*

- Insurance/Bonds
- Emergency Event (Purchases/Public Works)
- Single (Sole) Source Purchase*
- Special Facilities/Market Conditions
  *Resolution Required

**PURCHASE UNDER ANOTHER AGENCY’S CONTRACT** *(“Piggybacking”)*

Please attach the following:
- Copy of Intergovernmental Agreement with other agency
- Confirmation that vendor agrees to participation
- Documentation that contract was awarded in compliance with bidding law
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

- RFP
- RFQ
- Franchise
- Annexation
- Ordinance
- Resolution
- Appeal
- Inventory Acquisition/Disposal
- Tort Claim
- Call for Bids
- Open Space
- Post, Advertise, & Fill Position
- Other (please describe):

**BACKGROUND/SUMMARY** *(Include date of prior workshop and/or action, if applicable):*

**TOTAL COST/AMOUNT** *(Include sales & use tax):**

**TOTAL TAX:**

**TOTAL SHIPPING/HANDLING:**

**EXPENDITURE FUND #001:** XXX.XXX.XX.XX

**EXPENDITURE BUDGETED?**

- Yes
- No

**SUPPLEMENTAL REQUIRED?**

- Yes
- No

**IN-KIND MATCH REQUIRED?**

- Yes
- No

**DESCRIBE MATCH:**

**MATCHING FUNDS REQUIRED?**

- Yes
- No

**AMOUNT OF MATCHING FUNDS:** $7,584.99

Revised 8/2015

Exhibit A to Resolution No. 2010-013
FEDERAL FINANCIAL ASSISTANCE GRANT

In exchange for grant dollars in the amount of $14,709.76, Pacific County Sheriff’s Office agrees to the following terms:

- To expend **local funds** in the amount of $7,584.99 during Federal Fiscal Year 2018 that will satisfy the match requirement of this grant.
- To use funds solely for expenditures limited to the areas outlined in the document “Eligible Expenses of Vessel Registration Fees and Federal Financial Assistance Grants” that can be found at [http://mle.parks.wa.gov/](http://mle.parks.wa.gov/).
- To use Federal grant funds consistent with the requirements of 2 CFR 200.
- To make at least one instructor available upon request as outlined in the A-300 application.
- To meet all requirements outlined in the annual Vessel Registration Fee Agreement (A-299) with Washington State Parks.
- To follow these procedures to request reimbursement:
  - Use the Marine Law Enforcement Grant Invoice Voucher (form A-19) to invoice State Parks for reimbursement.
  - Submit invoices no more than monthly and no less than quarterly.
  - Submit invoices with the following documents:
    - Officer List Worksheet.
    - Detailed explanations for equipment purchases and maintenance expenditures that occurred during the period in which reimbursement is requested.
    - Maintain records for all allowable expenditures for which grant dollars were spent for a period of six years following the completion of the grant, and provide them to State Parks upon request. This includes vessel log sheets.
  - Submit A-19 Invoice Vouchers by the following dates:
    - For the period March-April-May-June (2nd quarter): by July 15th.
    - For the period July-August-September (3rd quarter): by October 15th.
• If, during any quarter, Pacific County Sheriff's Office is unable to meet the requirements of the grant it will submit a letter, signed by the police chief or sheriff, along with the reimbursement request explaining the reasons and mitigating circumstances. If requested, Pacific County Sheriff's Office will submit a plan within 30 days of the end of the quarter that describes steps Pacific County Sheriff's Office will take to meet minimum requirements. In these cases, reimbursement requests may be deferred until the plan is received and approved by State Parks.

• Consider a "zero tolerance" enforcement policy for violations of:
  o Life jacket requirements, including lifejackets not worn, insufficient lifejackets, and lifejackets found unserviceable or the incorrect size
  o Completion and possession of the mandatory boater education card when operating, for operators required to carry it
  o Boat operation under the influence of alcohol (BUI) rules
  o "Rules of the road" and other operating regulations

• Participate with Washington State Parks in the following campaigns:
  o Operation Dry Water
  o National Safe Boating Week
  o Spring Aboard
  o Paddle Safety Week

• My agency will accomplish the goals stated in the A-300 online application and summarized after the signature in this agreement.

**AUTHORIZED SIGNATURE**

I certify that I am authorized to obligate the Pacific County Sheriff's Office listed below, I am authorized to accept such funds, and to guarantee that all grant requirements outlined in this agreement will be met.

_________________________________________  __________________________
Signing Officer Signature                  Date

_________________________________________  __________________________
Signing Officer Name (Please Print)         Title
<table>
<thead>
<tr>
<th>PREVENTION GOALS SUMMARY</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Patrol Hour Goal</td>
<td>156.00</td>
</tr>
<tr>
<td>Total Inspections Goal</td>
<td>92.00</td>
</tr>
<tr>
<td>Count of State Approved Boater Education Classes Planned</td>
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</tr>
<tr>
<td>Sum of Hours for State Approved Boater Education Classes</td>
<td>8.00</td>
</tr>
<tr>
<td>Sum of State Approved Boater Education Classes Planned Attendance</td>
<td>15.00</td>
</tr>
<tr>
<td>Count of Community Events</td>
<td>4.00</td>
</tr>
<tr>
<td>Sum of Community Events Hours</td>
<td>21.00</td>
</tr>
<tr>
<td>Count of Presentations to Schools</td>
<td>5.00</td>
</tr>
<tr>
<td>Sum of Presentation to Schools Hours</td>
<td>32.00</td>
</tr>
<tr>
<td>Count of Presentations to Groups</td>
<td>1.00</td>
</tr>
<tr>
<td>Sum of Presentations to Groups Hours</td>
<td>12.00</td>
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<tr>
<td>Count of Dealer Visits Planned</td>
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<tr>
<td>Sum of Dealer Visits Hours</td>
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<tr>
<td>Count of Rental Sites Planned</td>
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<tr>
<td>Sum of Rental Site Visits Hours</td>
<td>0.00</td>
</tr>
<tr>
<td>Owned Media Posts</td>
<td>16.00</td>
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<tr>
<td>Earned Media Posts</td>
<td>16.00</td>
</tr>
<tr>
<td>Count of Partnering Organizations</td>
<td>4.00</td>
</tr>
<tr>
<td>Sum of Partnering Organization Hours</td>
<td>24.00</td>
</tr>
</tbody>
</table>
AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

BOCC ACTION:  [ ] APPROVED  [ ] DENIED

Agenda Item #: 17

Initial: ___________________________ Date: ___________________________

[ ] SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

[ ] NO ACTION TAKEN/WITHDRAWN  [ ] DEFERRED TO: ___________________________

[ ] CONTINUED TO DATE: ___________________________ TIME: ___________________________

[ ] OTHER: ___________________________

DISTRIBUTION LIST:

[ ] RF  [ ] Assessor  [ ] DPW  [ ] NDC  [ ] Superior Court

[ ] CF  [ ] Auditor  [ ] EMA  [ ] PACCOM  [ ] Treasurer

[ ] SEA  [ ] Clerk  [ ] Fair  [ ] Prosecutor  [ ] Veg Mgmt

[ ] Civil Service  [ ] Health  [ ] SDC  [ ] WSU Ext.

[ ] DCD  [ ] Juvenile  [ ] Sheriff  [ ] Other

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: General Administration  DIVISION (if applicable):

OFFICIAL NAME & TITLE: Kathy Spoor, CAO  PHONE / EXT:

SIGNATURE: ___________________________ DATE: 3/6/18

NARRATIVE OF REQUEST

FYI
Attached are MOUs with the Teamsters Local 252 Commissioned Officers and Local 252 Non-Commissioned employees related to implementation of the State’s new sick leave law.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

Move to confirm the Sheriff’s signature on MOUs with Teamsters Local 252 Non-Commissioned employees and Teamsters Local 252 Commissioned Officers bringing the current collective bargaining agreements into compliance with new state sick leave laws.
MEMORANDUM OF UNDERSTANDING

Whereas, Teamsters Local Union #252 represented by Secretary-Treasurer Darren L. O'Neil and Pacific County represented by Scott Johnson, Sheriff, Pacific County Sheriff's Office, are signatory to a collective bargaining agreement representing Non-Commissioned Employees effective 1/1/17-12/31/19, and:

Whereas, In January 2018 the State of Washington enacted RCW 49.46.210 and WAC 296-128.600-269-128.770 regarding paid sick leave and portions of these regulations conflict with the terms and conditions of the collective bargaining agreement.

Whereas, It is the intent of the parties to comply with the law, and:

It is therefore agreed that:

Regular full-time and regular part-time employees shall accrue leave at the contractual rate. Other employees who do not accrue time under the CBA (casual, temporary, emergency hires) shall accrue 1 hour for every 40 hours worked (as outlined in the law and county policy), no employee shall earn less than 1 hour for every 40 worked, and;

The contractual definition for “immediate family” shall be expanded to include all those family members identified under the new law and outlined in County policy, and;

Authorized use of leave shall not be limited except as defined in law, which includes personal mental or physical illness, injury or health condition, care for family members, closure of business or child’s school or place of care for any health related reason, domestic violence, sexual assault or stalking as defined by law.

Furthermore, the parties agree upon notice of changes to the law which would impact this MOU that the parties will meet and modify this MOU as necessary to comply with the law and terms of the CBA.

Executed this 28th day of February, 2018.

CHAUFFEURS, TEAMSTERS,
WAREHOUSEMEN, AND HELPERS
UNION LOCAL NO. 252

[Signature]
Darren L. O'Neil, Secretary-Treasurer

PACIFIC COUNTY SHERIFF’S OFFICE
Pacific County, Washington

[Signature]
Scott Johnson, Sheriff
MEMORANDUM OF UNDERSTANDING

Whereas, Teamsters Local Union #252 represented by Secretary-Treasurer Darren L. O’Neil and Pacific County represented by Scott Johnson, Sheriff, Pacific County Sheriff’s Office, are signatory to a collective bargaining agreement representing Commissioned Deputies effective 1/1/17-12/31/19, and:

Whereas, In January 2018 the State of Washington enacted RCW 49.46.210 and WAC 296-128.600-269-128.770 regarding paid sick leave and portions of these regulations conflict with the terms and conditions of the collective bargaining agreement.

Whereas, it is the intent of the parties to comply with the law, and:

It is therefore agreed that:

Regular full-time and regular part-time employees shall accrue leave at the contractual rate. Other employees who do not accrue time under the CBA (casual, temporary, emergency hires) shall accrue 1 hour for every 40 hours worked (as outlined in the law and county policy), no employee shall earn less than 1 hour for every 40 worked, and;

The contractual definition for “immediate family” shall be expanded to include all those family members identified under the new law and outlined in County policy, and;

Authorized use of leave shall not be limited except as defined in law, which includes personal mental or physical illness, injury or health condition, care for family members, closure of business or child’s school or place of care for any health related reason, domestic violence, sexual assault or stalking as defined by law.

Furthermore, the parties agree upon notice of changes to the law which would impact this MOU that the parties will meet and modify this MOU as necessary to comply with the law and terms of the CBA.

Executed this 28th day of February, 2018.

CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN, AND HELPERS UNION LOCAL NO. 252

Darren L. O’Neil, Secretary-Treasurer

PACIFIC COUNTY SHERIFF’S OFFICE
Pacific County, Washington

Scott Johnson, Sheriff
RCW 42.30.110
Executive sessions.

(1) Nothing contained in this chapter may be construed to prevent a governing body from holding an executive session during a regular or special meeting:

(a)(i) To consider matters affecting national security;

(ii) To consider, if in compliance with any required data security breach disclosure under RCW 19.255.010 and 42.56.590, and with legal counsel available, information regarding the infrastructure and security of computer and telecommunications networks, security and service recovery plans, security risk assessments and security test results to the extent that they identify specific system vulnerabilities, and other information that if made public may increase the risk to the confidentiality, integrity, or availability of agency security or to information technology infrastructure or assets;

(b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;

(c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public;

(d) To review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood of increased costs;

(e) To consider, in the case of an export trading company, financial and commercial information supplied by private persons to the export trading company;

(f) To receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge;

(g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public;

(h) To evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public;
(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

This subsection (1)(i) does not permit a governing body to hold an executive session solely because an attorney representing the agency is present. For purposes of this subsection (1)(i), "potential litigation" means matters protected by RPC 1.6 or RCW 5.60.060(2)(a) concerning:

(i) Litigation that has been specifically threatened to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party;

(ii) Litigation that the agency reasonably believes may be commenced by or against the agency, the governing body, or a member acting in an official capacity; or

(iii) Litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency;

(j) To consider, in the case of the state library commission or its advisory bodies, western library network prices, products, equipment, and services, when such discussion would be likely to adversely affect the network's ability to conduct business in a competitive economic climate. However, final action on these matters shall be taken in a meeting open to the public;

(k) To consider, in the case of the state investment board, financial and commercial information when the information relates to the investment of public trust or retirement funds and when public knowledge regarding the discussion would result in loss to such funds or in private loss to the providers of this information;

(l) To consider proprietary or confidential nonpublished information related to the development, acquisition, or implementation of state purchased health care services as provided in RCW 41.05.026;

(m) To consider in the case of the life sciences discovery fund authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information;

(n) To consider in the case of a health sciences and services authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information.

(2) Before convening in executive session, the presiding officer of a governing body shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the presiding officer.
NOTES:

Intent—2014 c 174: See note following RCW 28B.50.902.


Severability—Effective date—1987 c 389: See notes following RCW 41.06.070.