

**INTERLOCAL AGREEMENT
BETWEEN
THREE RIVERS HOSPITAL
and NORTH VALLEY HOSPITAL
FOR GENERAL SURGICAL SERVICES**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into the last date below, by and between Okanogan Public Hospital District N0. 4, doing business as North Valley Hospital (“NVH”), and Okanogan Douglas Public Hospital District No. 1, doing business as Three River Hospital (“TRH”). NVH and TRH are municipal corporations of the State of Washington (sometimes referred to individually as a “party” or together as the “parties”), as follows:

WHEREAS, RCW 70.44.003 authorizes Public Hospital District “to provide hospital services and other healthcare services for the residents of such districts and other persons.”

WHEREAS, TRH and NVH are “rural public hospital districts” as defined by RCW 70.44.460 as their geographic boundaries do not include a city with a population greater than 50,000.

WHEREAS, TRH and NVH provide healthcare services and facilities, including surgical services, to its residents and others.

WHEREAS, RCW 70.44.450 expressly authorizes rural public hospital districts to enter into cooperative agreements and contracts with one another under the Interlocal Cooperation Act (Chapter 39.34 RCW) to provide for the healthcare needs of the people they serve.

WHEREAS, these authorized cooperative agreements and contracts include contracts for healthcare service delivery and payment with public and private entities, and other cooperative agreements.

WHEREAS, pursuant to the authority granted by Chapter 39.34 RCW and Chapter 70.44 RCW, TRH and NVH wish to enter into and carry out a contract for healthcare services, and specifically general surgery and related healthcare services, in order to better meet the healthcare needs of the residents of TRH, NVH and other people served by the parties.

NOW, THEREFORE, the TRH and NVH agree as follows:

1. Purpose.

TRH shall make available to NVH TRH's employee, Dr. Satbir "Rosie" Dhillon, a General Surgery Specialist, ("Physician") that shall provide general surgery and related healthcare services to NVH patients onsite at North Valley Hospital 203 S. Western Avenue Tonasket, WA, and Three Rivers Hospital 507 Hospital Way, Brewster, WA (collectively referred as "Sites").

2. Administration.

2.1 No separate legal or administrative entity is created by this Agreement.

2.2 For purposes of RCW 39.34.030(4)(a), the administrator of this Agreement shall be the Chief Executive Officer of Three Rivers Hospital (TRH).

2.3 The following shall be the parties' authorized representatives and contact persons for administration of this Agreement:

Chief Executive Officer
Three Rivers Hospital
PO Box 507
507 Hospital Way
Brewster, WA 98812
509-645-3348

Chief Executive Officer
North Valley Hospital
203 South Western Avenue
Tonasket, WA 98855
509-486-3118

3. Duration and Termination.

3.1 This Agreement shall become effective upon:

3.1.1 Full execution by the parties;

3.1.2 Physician being credentialed and obtaining unrestricted medical staff privileges at NVH in accordance with NVH's policies, procedures and approved by NVH's liability carrier.

3.2 This Agreement shall remain in effect until terminated as provided for herein.

3.3 TRH or NVH may terminate the Agreement by giving forty-five (45) days written notice thereof to the other party, signed by the authorized representative of the party as listed in Section 2.3 of this Agreement.

3.4 In the event the Physician Employment Agreement between TRH and Physician is terminated, either NVH or TRH may terminate this Agreement immediately by giving written notice thereof to the other party.

3.5 If Physician's medical staff credentialing or privileges at NVH shall be restricted, suspended or revoked in accordance with NVH's policies and procedures, NVH may terminate this Agreement immediately by giving written notice to TRH.

3.6 Notice of intent to terminate this Agreement shall be served personally or by certified mail, return receipt requested, upon the parties' representatives listed in Section 2.3 of this Agreement. Notice shall be effective starting on the date of the receipt. If service is done by certified mail, receipt shall be deemed to have occurred on the third business day after mailing.

4. General Surgery Related Healthcare Services.

4.1 At least two weeks prior to the beginning of each month, Physician monthly schedule for surgery professional services and on-site ambulatory clinic visits shall be coordinated and agreed by TRH and NVH.

4.2 NVH shall manage all aspects of the patient care, clinical support services, and administrative support services at NVH required under this Agreement.

4.3 Physician will provide pre- and post-operative care to patients in accordance with general surgery protocols in the hospital or clinic.

4.4 Physician will document her comprehensive progress notes in NVH's electronic medical record in accordance with NVH medical staff by-laws.

5. Insurance.

TRH shall provide professional malpractice and liability insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the annual aggregate for the related professional general surgery services provided by Physician at TRH under this Agreement. NVH shall provide professional malpractice and liability insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the annual aggregate for the professional general surgery services and related hospital and clinical services provided by Physician at NVH under this Agreement. Proof of said insurance shall be provided by the party to the other party at the beginning of the Agreement, and thereafter upon request by either party.

Each party will notify the other party in the event of cancelation or modification of the professional malpractice and liability insurance policy.

6. Billing and Fees.

6.1 NVH shall develop a schedule listing the fees to be charged to NVH Patients for Physician services. The final decision regarding such fees lies with NVH.

6.2 NVH shall have sole responsibility for billing all patients of NVH for Physician services, and for collecting all amounts billed.

6.3 TRH hereby assigns and transfers all fees, charges, reimbursement and other income generated by Physician general surgery and related healthcare services performed at the NVH pursuant to this Agreement to NVH and such fees, charges, reimbursement, and other income shall be the property of NVH.

6.4 At no time, shall TRH independently bill any NVH patients for any general surgery and related healthcare services provided at NVH pursuant to this Agreement.

6.5 At no time, shall NVH independently bill any TRH patients for any general surgery and related healthcare services provided at TRH pursuant to this Agreement.

6.6 TRH authorizes NVH to submit Physician to insurance payers for credentialing as an "in-network" provider.

7. Financing, Budget and Expenses.

7.1 No separate budget or financing method is created by this Agreement.

7.2 On or before the fifteenth (15th) day of each month, TRH will invoice NVH for services provided for the previous month. Charges for services will be invoiced to NVH according to Schedule A.

7.3 Any payment made to TRH under this Agreement shall be made to:

Three Rivers Hospital
Attention: Finance Department

P.O. Box 577
Brewster, WA 98812

8. Property.

8.1 The parties do not anticipate acquiring jointly-owned personal or real property under this Agreement.

8.2 NVH is responsible for providing any medical practice related supplies, furnishings, and equipment for any healthcare services provided by Physician at NVH pursuant to this Agreement.

8.3 Any personal property of TRH or NVH used in the performance of this Agreement in the possession of the other party shall be returned to the owner promptly upon completion of each requested task that utilized the property, except that TRH and NVH may agree in writing to bailment of any personal property for the convenience of either or both of the parties.

9. Maintenance and Audit of Records.

9.1 Each party shall maintain books, records, documents and other materials relevant to its performance under this Agreement.

9.2 These records shall be subjected to inspection, review and audit by either party, the Washington State Auditor's Office, or any other entity as required by law.

9.3 Each party shall retain all such books, records, documents and other materials for the longest applicable retention period under federal and State of Washington law.

10. Legal Relations.

10.1 The parties agree that TRH and its employed Physician's relationship to NVH shall at all times under this Agreement be considered as independent contractors to NVH.

10.2 TRH shall have no right to direct or control the personnel, employees, or agents of NVH. Such entities or individuals shall be employed or retained by NVH in its sole discretion and is subject only to NVH's supervision and control. TRH shall have no responsibility or liability to or for such entities or individuals of NVH.

10.3 Other than for Physician while providing healthcare services at NVH, NVH shall have no right to direct or control the personnel, employees, or agents of TRH. Such entities or individuals shall be employed and/or retained by TRH in its sole discretion and is subject only to TRH supervision and control.

10.4 While Physician is providing general surgery related healthcare services at NVH pursuant to this Agreement, NVH shall have the right to require Physician to comply with its procedures and policies, and to comply with all applicable federal laws (including Health Insurance Portability & Accountability Act of 1996 and related privacy and security regulations) and state laws (including the Uniform Health Care Information Act) governing the use and disclosure of protected healthcare information.

10.5 TRH agrees to defend, indemnify, and hold harmless NVH and its agents from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees, costs and expenses, rising out of or resulting from performance of any healthcare related services performed by Physician for TRH.

10.6 NVH agrees to defend, indemnify, and hold harmless TRH and its agents

from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs and expenses, arising out of or resulting from performance of any healthcare related services of Physician performed for NVH pursuant to this Agreement.

11. Enforcement.

11.1 In the event a dispute arises regarding any matter addressed in or related to this Agreement, TRH and NVH agree that before taking any court action or seeking any other legal remedy, the parties' authorized contact persons in Section 2.3, or their authorized designees, will participate in a good faith in-person negotiation to resolve any such dispute.

11.2 If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, TRH and NVH shall each pay its own attorney's fees incurred in that action, arbitration or other proceeding.

11.3 The Okanogan County Superior Court shall be the sole and proper venue for any and all court actions brought to enforce or interpret the provisions of this Agreement.

11.4 This Agreement shall be governed exclusively by the laws of the State of Washington.

12. Applicable Laws.

The parties, in performance of the work under this Agreement, shall abide by all applicable local, state and federal laws, regulations, and requirements.

13. Interpretation.

13.1 This Agreement has been submitted to the scrutiny of the parties and their legal counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance its words, without consideration or weight given to its being drafted by any party or its legal counsel.

13.2 Nothing contained in this Agreement shall be interpreted or construed to permit the assignment by either TRH or NVH of any rights or obligations in this Agreement and such assignment is expressly prohibited without the prior written consent of TRH or NVH (the other party).

14. Waiver of Breach.

The waiver by either TRH or NVH of the breach of any provision of this Agreement by the other party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other party.

15. Recitals.

The recitals in the preamble to this Agreement are incorporated by this reference and are a part of this Agreement.

16. Severability.

In the event any term, provision, or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, provisions, conditions or applications of this Agreement which shall be given effect without the invalid term, provision, condition, or application. To this end, the terms, provisions and conditions of this Agreement are declared severable.

17. Filing With the Auditor.

This Agreement shall be filed with the Okanogan County Auditor prior to it becoming effective.

18. Entire Agreement.

18.1 This Agreement contains all the terms and conditions agreed upon by and between TRH and NVH.

18.2 This Agreement may be executed simultaneously or in counterparts each of which shall be deemed an original, but all of which shall be identical and constitute one and the same agreement.

18.3 No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either TRH or NVH, the parties.

18.4 Any modification of this Agreement must be in writing and executed by both parties.

18.5 This Agreement shall be binding upon the parties, their successors and assigns.

19. Nondiscrimination in Employment.

TRH and NVH hereby mutually agree that during the performance of this Agreement that no person shall, on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, religion, or on the presence of any sensory, mental or physical handicap, be excluded from any healthcare services. Neither TRH nor NVH shall discriminate against any employee or applicant for employment for the above reasons; provided, the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the work involved, and cannot be reasonably accommodated.

IN WITNESS, WHEREOF, TRH and NVH hereby have executed this Agreement on the dates below.

THREE RIVERS HOSPITAL

NORTH VALLEY HOSPITAL

By Melanie Neddo
MELANIE NEDDO
Chief Operating Officer

By John McReynolds
JOHN McREYNOLDS
Chief Operating Officer

Date: 6.19.19

Date: 6/17/19

SCHEDULE A
June 10, 2019

Rates


Per Diem Rate \$2,400/day

Productivity Bonus – Any bonus shall be paid by each organization on a proportional basis based on the percentage of RVU generated at each billing site.


J-1 Waiver and Associated Fees	½ of total fees paid
• Estimated Legal fees	\$4,000 - \$6,000
• Estimated DS-3035, J-1 Waiver Recommendation Application Fee	\$60
• Estimated Premium Processing Filing fee for the H-1B Petition	\$705
• Estimated Filing Fee for Form I-129	\$230
• Estimated Fraud Prevention and Detection Fee	\$250
• Estimated ACWIA Fee	\$750
• Estimated FedEx/Courier Charges	\$50

NORTH VALLEY HOSPITAL

THREE RIVERS HOSPITAL:

By: 

Its: COO

By: 

Its: COO

203 S. Western Ave.
Tonasket, WA 98855

507 Hospital Way
Brewster, WA 98812

Date: 6/17/19

Date: 6.19.19
