

**INTERLOCAL AGREEMENT BETWEEN
THREE RIVERS HOSPITAL and LAKE CHELAN HEALTH
FOR SERVER AND SOFTWARE SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into the last date below, by and between Chelan County Public Hospital District No 2, doing business as Lake Chelan Health ("LCH"), and Okanogan Douglas Public Hospital District No. 1, doing business as Three Rivers Hospital ("TRH"). LCH 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 the Public Hospital District "to provide hospital services and other healthcare services for the residents of such districts and other persons."

WHEREAS, TRH and LCH 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 LCH provide healthcare services and facilities, including ancillary and therapy 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 LCH wish to enter and carry out a contract for healthcare services, and specifically the use of 3rd party insurance payer information, to better meet the healthcare needs of the residents of TRH, LCH and other people served by the parties.

Therefore, the parties agree as follows:

LARRANGEMENT OF SERVICES: Both TRH and LCH gather 3rd party insurance information. LCH is prepared and willing to provide the required server space to TRH in order to provide for afore mentioned 3rd party insurance information. After claims are processed all the data will be destroyed after the data is scrubbed. LCH's locations at 110 S Apple Blossom Drive Chelan, WA 98166 and Three Rivers Hospital 507 Hospital Way, Brewster, WA (collectively referred as "parties"). Location of each party.

Three Rivers Hospital
Attn: COO
507 Hospital Way
Brewster, WA
jboyer@trhospital.net

Lake Chelan Health
Attn: CEO
110 S Apple Blossom
Chelan, WA
aedward@lcch.net

II. PAYMENT: In consideration for the services furnished to either party, each agrees to review the arrangement periodically to discuss the potential changes and needs of each organization.

III. EXPENSES: Each party providing services to the other under this agreement shall be responsible for all expenses incurred while performing services under this Agreement. Expenses include license fees, memberships, and dues.

IV. INDEPENDENT CONTRACTOR: The relationship between the parties and the relationship between staff and the requesting party is that of an independent contractor providing services. Staff supplied by the providing party shall not be considered employees of the requesting party for any purpose and shall not participate in or be entitled to receive any compensation or fringe benefits from the requesting party.

V. WORK ENVIRONMENT, EQUIPMENT & SUPPLIES: Each party shall be responsible for providing staff providing services under this agreement with reasonably maintained and usual and customary equipment and supplies, and adequate and appropriate workspace, in compliance with acceptable ethical, medical and legal standards.

VI. PRACTICE STANDARDS: Each party shall direct staff providing services under this agreement to comply with requesting party's policies and procedures and with all applicable professional standards, laws, rules, and regulations. Each party shall comply with all applicable federal, state, local and other professional standards, laws, rules and regulations relating to patient care and work environment.

VII. TERM AND TERMINATION: This Agreement commences on the date stated in the introductory paragraph and continues for one year. Unless and until terminated in accordance with this provision, this Agreement will be automatically renewed for additional one-year periods thereafter. Either party may terminate this Agreement any time by giving 30 days written notice to the other party of the intent to terminate. Notwithstanding the termination of this Agreement, the parties' obligation to pay the fees and reimburse for the expenses payable under this Agreement shall survive the termination of this Agreement.

VIII. RISK MANAGEMENT: Should either party become aware of an incident or claim which may give rise to a claim under the providing party's professional liability policy of insurance, each party agrees to promptly notify the other in writing of the nature of the claim and report all necessary information related to the claim.

IX. ASSIGNMENT: Neither party may assign this Agreement in whole or in part without the prior written approval of the other party.

X. GOVERNING LAW: The laws of the State of Washington govern all matters arising out of or related to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.

XI. DESIGNATION OF FORUM: Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement may bring the legal action or proceeding in any court of the State of Washington sitting in Okanogan County.

XII. AMENDMENT/WAIVER: The parties may amend this Agreement only by a written agreement. No provision in this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

XIII. SEVERABILITY: If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential tenants and conditions of this Agreement for each party remain, valid, binding and enforceable.

XIV. NOTICE. Each party giving or making any notice, request, demand or other communication (each, a "Notice") pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), or facsimile. Any party giving a Notice shall address the Notice to the appropriate person at the receiving party at the address listed on the signature page of this Agreement.

XV. ENTIRE AGREEMENT. This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this agreement. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

XVI. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

XVII. CAPTIONS. The descriptive headings of the sections of this Agreement are for convenience only and do not constitute a part of this Agreement.

XVIII. SETTLEMENT OF DISPUTES. If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed upon mediator. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

Each party is signing this Agreement on the date stated in the introductory paragraph.

OKANOGAN/DOUGLAS COUNTY
PUBLIC HOSPITAL DISTRICT #1 d/b/a
THREE RIVERS HOSPITAL



J. Scott Graham, CEO

CHELAN COUNTY PUBLIC HOSPITAL
DISTRICT # 2 d/b/a
LAKE CHELAN HEALTH



Aaron C. Edwards (May 7, 2025 14:50 PDT)

Aaron Edwards, CEO