

PUBLIC HOSPITAL DISTRICT NO. 1
GRANT COUNTY, WASHINGTON

RESOLUTION NO. 09/26-06

A RESOLUTION of the Commission of Public Hospital District No. 1, Grant County, Washington (the "District"), approving the terms of a fourth amended and restated interlocal agreement and directing the superintendent of the District to enter into that agreement and bylaws and carry out the applicable terms.

WHEREAS, Chapter 70.44.003 RCW authorizes public hospital districts to provide "hospital services and other health care services for the residents of such districts and other persons;" and

WHEREAS, most of the public hospital districts in the State of Washington, including the District and the other public hospital districts located in Grant, Lincoln and Adams Counties, are located in a rural area; and

WHEREAS, the Washington state legislature has determined that maintaining the viability of health care service delivery in rural areas is a primary goal of state health policy and that it is critical to the survival of Washington's rural hospitals that cooperative and collaborative arrangements among rural public hospital districts be pursued; and

WHEREAS, the public hospital district statute, Chapter 70.44 RCW, and the interlocal cooperation act, Chapter 39.34 RCW, expressly authorize rural public hospital districts to enter into joint agreements and contracts for health care service delivery and payment with public and private entities; and

WHEREAS, multiple rural public hospital districts, including the District (collectively, the "Participating Districts"), entered into that certain Interlocal Agreement as of June 2017, as amended by the First Amended and Restated Interlocal Agreement dated November 30, 2018, the Second Amended and Restated Interlocal Agreement dated December 31, 2019, and the Third Amended and Restated Interlocal Agreement dated March 31, 2023 (as amended, the "Interlocal Agreement") to jointly and cooperatively provide for certain of the health care needs of people served by public hospital districts in Grant, Lincoln and Adams Counties through the Grand Columbia Health Alliance (the "Alliance"); and

WHEREAS, section 11 of the Interlocal Agreement provides that the Interlocal Agreement will be terminated upon the receipt of written notice by each of the Participating Districts that one or more of the Participating Districts desire to withdraw as a member of the Alliance unless two or more of the remaining Participating Districts affirmatively elect to continue the Alliance; and

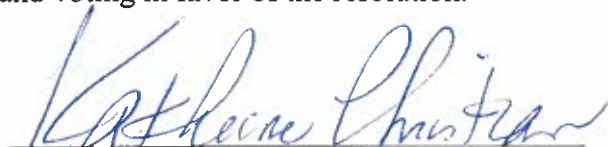
WHEREAS, Public Hospital District No. 2, Adams County, Washington, has provided written notice dated May 1, 2026, pursuant to section 11 of the Interlocal Agreement that it desires to withdraw as a member of the Alliance; and

WHEREAS, the District and all other remaining Participating Districts desire to continue as members of the Alliance; and

WHEREAS, the Commission has determined that it is in the District's best interest and in the best interest of the District's residents and other persons served by the District to remain a member of the Alliance through the adoption and execution the Fourth Amended and Restated Interlocal Agreement attached hereto as Exhibit A (the "Fourth Amended Interlocal Agreement") and the Bylaws of the Grand Columbia Health Alliance attached hereto as Exhibit B (the "Bylaws"); NOW, THEREFORE,

BE IT RESOLVED by the Commission of Public Hospital District No. 1, Grant County, Washington, that the Fourth Amended Interlocal Agreement and the Bylaws of the Grand Columbia Health Alliance are hereby approved and that the Superintendent of the District is hereby authorized and directed to execute, deliver and carry out the terms of the Fourth Amended Interlocal Agreement and Bylaws of the Grand Columbia Health Alliance on behalf of the District.

ADOPTED and APPROVED by the Commission of Public Hospital District No. 1, Grant County, Washington, at a regular open public meeting thereof, this 22nd day of September, 2026, the following Commissioners being present and voting in favor of the resolution.


President and Commissioner

Commissioner


Commissioner


Commissioner


Secretary and Commissioner

Exhibit A

Fourth Amended and Restated Interlocal Agreement

FOURTH AMENDED AND RESTATED INTERLOCAL AGREEMENT

This Fourth Amended and Restated Interlocal Agreement (the “Fourth Amendment”) is entered into as of the ____st day of October, 2026, by and among the rural public hospital districts listed on Exhibit A attached hereto and whose signatures appear on the signature page below (referred to herein individually as the “District” and collectively as the “Districts”).

RECITALS

A. The Districts entered into the Interlocal Agreement as of June 2017, as amended by the Amended and Restated Interlocal Agreement dated November 30, 2018, the Second Amended and Restated Interlocal Agreement dated December 31, 2019, and the Third Amended and Restated Interlocal Agreement dated March 31, 2023 (collectively, the “Interlocal Agreement”), to jointly and cooperatively provide for the health care needs of the people served by the Districts.

B. Chapter 70.44.003 RCW authorizes public hospital districts to provide “hospital services and other health care services for the residents of such districts and other persons.”

C. Chapter 70.44.007(2) defines “other health care services” to include “nursing home, extended care, long-term care, outpatient, rehabilitative, health maintenance and ambulance services and such other services as are appropriate to the health needs of the population served.”

D. Each of the Districts is located in a rural area and each provides health care services and facilities to District residents, including hospital services.

E. Chapter 70.44.450 RCW 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 health care needs of the people served by the hospital districts, which agreements and contracts are authorized to include combined purchases and allocations of medical equipment and technologies, joint agreements and contracts for health care service delivery and payment with public and private entities, and other cooperative arrangements.

F. Pursuant to the authority granted by Chapter 39.34 RCW and Chapter 70.44 RCW, the Districts wish to negotiate, enter into and carry out joint agreements and contracts for health care service delivery and payment with public and private entities to better meet the health care needs of the residents of the Districts and other persons served by the Districts and, from time to time, to engage in such other joint activities as may be in the best interests of the people served by the Districts.

G. The joint activities pursued under this Interlocal Agreement are referred to as the “Grand Columbia Health Alliance” or “GCHA.”

H. The Districts have concluded that the GCHA activities are best conducted through a nonprofit corporation organized under the Washington Nonprofit Corporation Act.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the Districts agree as follows:

1. The GCHA Joint Operating Board (the "JOB"). Pursuant to the authority granted by Chapter 39.34 RCW and Chapter 70.44 RCW, the Districts hereby establish the JOB, composed of each District's superintendent or such other person as may be designated by the District's superintendent. There may be one or more classes members, each requiring such qualifications as may be determined by the JOB, with each possessing such voting and other rights as may be determined by the JOB. Additional qualifications for and additional classes of voting rights may be established by the JOB as set forth in the Bylaws, if any, or as otherwise agreed by the Districts.

2. The Alliance. Pursuant to the authority granted by Chapter 39.34 RCW and Chapter 70.44 RCW, the Districts hereby agree to establish a nonprofit corporation (the "Alliance") to be organized under the Washington Nonprofit Corporation Act by filing Articles of Incorporation (the "Articles"), which nonprofit corporation shall be organized and operated exclusively for charitable, educational, and scientific purposes within the meaning of Sections 501(c)(3), 170(c)(2)(B), 2055(a)(2) and 2522(a)(2) of the Code, including any purposes set forth specifically in the Articles, as may be amended from time to time. All business and affairs of the Alliance shall be managed under the direction of a Board of Directors. Each member of the JOB shall become a Member of the Alliance and shall adopt bylaws ("Bylaws") governing the management of the Alliance's business and the regulation of its affairs, including procedures for electing officers and specifying their duties, calling meetings, establishing quorum and voting approval requirements, and designating member representatives. Approval of the initial bylaws, and any amendments thereto, shall require the unanimous approval of the JOB.

3. The Purpose and Powers. The Alliance may engage in the activities and possess such powers as described in the Articles and Bylaws, as same shall be amended from time to time.

4. Term. Unless sooner terminated as provided herein, this Agreement shall automatically renew for one-year periods at the end of each calendar year.

5. Management of GCHA's Activities and Scope of Authority. No District shall have any independent authority to: (a) direct the management of the Alliance or JOB's activities, nor to (b) bind or to act for or to assume any obligations or responsibilities on behalf of any other District, the Alliance or the JOB. Neither the Alliance, nor the JOB shall have any authority to bind or act for or to assume any obligations or responsibilities on behalf of any District.

6. Property. Any property required to carry out the purposes of this Agreement shall, at the discretion of the JOB, be held in the name of the Alliance, one of the Districts or by the Districts jointly as tenants in common or as partners.

7. Funding. Any costs incurred by the JOB on behalf of the Districts in carrying out the activities described in this Agreement shall be allocated among the Districts on the basis of a methodology to be determined by the JOB. That methodology shall include the assessment of annual participation fees and/or fees for specified services. To facilitate the payment of expenses on behalf of the Districts, in its sole discretion, the JOB may establish a special fund with the

Alliance, which fund shall be designated as the "Operating Fund of the JOB" (the "Operating Fund"). All grant funds received by the Districts jointly or individually to assist in financing the activities covered by this Agreement shall be deposited in the Operating Fund and used to pay the costs incurred by the JOB as described herein and in accordance with the grant terms.

8. Financial Statements. The JOB shall develop and deliver to the Districts as soon as practicable, but no more than 60 days after the close of the fiscal year, an unaudited balance sheet of the GCHA (if the JOB elects to own any property or incur any liabilities as tenants in common or as partners) as of the end of the calendar year and unaudited statements of income and cash flow, each prepared in accordance with generally accepted accounting principles consistently applied, reviewed by the JOB and clearly reflecting any positive or negative variances from the operating budget approved by the JOB.

9. Audit. An audit of GCHA (if the JOB elects to own any property or incur any liabilities as tenants in common or as partners) shall occur at such times as the JOB deems to be reasonable or as required by state law and shall be conducted by an independent accounting firm, by the JOB's internal auditors or by the State Auditor, as appropriate under the circumstances. In addition, any District may request an audit of the GCHA. In the event that two or more Districts request such an audit, the cost thereof shall be borne equally by those Districts. In the event that any District individually requests such an audit, the cost thereof shall be borne entirely by that District.

10. Termination and Distribution.

a. Termination of Agreement. This Agreement may be terminated and the JOB dissolved prior to the expiration of the term specified in Section 4 upon: (i) mutual agreement of all Districts, in which event the termination shall be effective at any time established by mutual agreement, or (ii) receipt of written notice by each of the Districts that one or more of the Districts intends to withdraw or the JOB has approved a resolution expelling a District (which resolution shall require the approval of all Board members but not the member appointed by the District to be expelled), in which event the termination shall be effective no sooner than ninety (90) days from the date that each of the Districts receives the written notice of withdrawal or expulsion; provided, however, that such termination shall not be effective until the completion of the winding up and distribution process as described below or an election by two or more of the Districts to continue the business of the JOB pursuant to the procedures described in Section 11 hereof; and provided further that a District that provides notice of termination shall not be liable for any liabilities incurred by the JOB following receipt of its notice of termination other than those incurred in connection with the winding up and distribution process described below.

b. Winding Up. Prior to the expiration or termination of this Agreement in accordance with the terms hereof, the JOB shall diligently proceed to wind up its affairs through the payment of all debts and liabilities and the settlement or other disposition of all claims by or against the JOB or any of the Districts arising out of or related to this Agreement. During the period of winding up, the JOB shall have no authority to otherwise carry on the business as prescribed in this Agreement except to the extent necessary to complete the winding up.

c. Distribution. Upon completion of the winding up process, the JOB shall distribute any property that it may then be holding among the Districts in proportion to the annual participation fees that have been made by the Districts pursuant to Section 7 of this Agreement.

d. Books and Records. Upon completion of the winding up and distribution process, the JOB shall make arrangements for the safe storage of its books and records for such period of time as may be needed to satisfy any federal or state record keeping laws then in effect. Such books and records shall be available during normal business hours to the Districts for inspection and copying at their own cost and expense.

11. Election to Continue the Business of the JOB. Upon receipt of a notice of withdrawal or expulsion pursuant to Section 10 hereof, any two or more of the Districts may elect to continue the business of the JOB after reaching an agreement with the withdrawing or expelled District(s) regarding an appropriate allocation of the JOB's assets and liabilities among the withdrawing or expelled District(s) and those that wish to continue the business of the JOB.

12. Notices. Any and all notices or communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been given upon receipt when personally delivered, sent by overnight courier or sent by facsimile or two (2) days after deposit in the United States mail if sent by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the parties at the addresses set forth in Exhibit A or at such other address as any District may specify by notice to the other Districts.

13. Confidentiality. In connection with this Agreement, the parties may exchange certain information relating to their businesses. All such information (whether written or oral) furnished (whether before or after the date hereof) by any party or its commissioners, directors, officers, employees, affiliates, representatives (including, without limitation, financial advisors, attorneys and accountants) or agents (collectively, "Representatives"), and all analyses, compilations, forecasts, studies or other documents prepared by the party to whom it is provided (the "Receiving Party") which contain or reflect any such information is hereinafter referred to as the "Information." The term Information will not, however, include information which (i) is or becomes publicly available other than as a result of a disclosure by the Receiving Party or its Representatives in violation of this Agreement or other obligation of confidentiality, or (ii) is or becomes available to a party on a non-confidential basis from a source other than the party to whom such information belongs and that source is not known by the Receiving Party to be prohibited from disclosing such information by a legal, contractual or fiduciary obligation. Accordingly, the parties hereby agree that:

a. The Receiving Party (i) will keep the Information confidential and will not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph (c) below), without the prior written consent of the party who provides the information (the "Disclosing Party"), disclose any Information in any manner whatsoever, in whole or in part; and (ii) will not use any Information other than in connection with carrying out the terms of this Agreement; provided, however, that a Receiving Party may reveal the Information or portions thereof to another party to this Agreement or to the Receiving Party's Representatives (a) who need to know the Information for the purpose of carrying out the terms of this Agreement, (b) who are informed of the confidential nature of the Information, and (c) who are directed by the

Receiving Party to treat the Information in a manner consistent with the terms of this Agreement. A Receiving Party will be responsible for any breach of this Agreement by any of its Representatives.

b. In the event that a Receiving Party is requested pursuant to, or required by, applicable law, regulation or legal process to disclose any of the Information received from the Disclosing Party, the Receiving Party will notify the Disclosing Party promptly (unless prohibited by law) so that the Disclosing Party may seek a protective order or other appropriate remedy or, in its sole discretion, waive compliance with the terms of this Agreement. If the Disclosing Party seeks such an order, the Receiving Party will provide such cooperation as the Disclosing Party shall reasonably request. In the event that no such protective order or other remedy is obtained or that the Disclosing Party waives compliance with the terms of this Agreement, and that the Receiving Party or its Representative is nonetheless legally compelled to disclose such Information, the Receiving Party or its Representative, as the case may be, will furnish only that portion of the Information which the Receiving Party is legally obligated to provide, and will give the Disclosing Party written notice (unless prohibited by law) of the Information to be disclosed as far in advance as practicable. Notwithstanding the above, nothing in this subsection shall require any District to act in any manner that violates its obligations under the Washington State Public Records Act, ch. 42.56 RCW (the "PRA"). Nothing herein shall be deemed to require a District to act in any manner that is inconsistent with such District's obligation under the PRA.

c. If the Districts terminate this Agreement, each Receiving Party will promptly deliver to the Disclosing Party or, at the Disclosing Party's request destroy, all copies of the written Information in its possession, and confirm any such destruction in writing. However, notwithstanding the foregoing, subject to compliance with all other terms of this Agreement: (i) each Receiving Party shall be entitled to maintain a single copy of the Information in its legal records for archival purposes only, and no such archived information shall be disclosed to any third party without the express written consent of the Disclosing Party (except as required by applicable law, regulation or legal process, and only after compliance with paragraph (c) above); and (ii) each Receiving Party shall be entitled to maintain in electronic format any Information that is automatically backed up in the ordinary course of business for the purpose of data recovery in the event of a business disaster. Any Information that was provided orally or is retained pursuant to the terms hereof will continue to be subject to the terms of this Agreement.

d. The Districts acknowledge that remedies at law may be inadequate to protect against any actual or threatened breach of the confidentiality obligations under this Agreement and, without prejudice to any other rights and remedies otherwise available, agree to the granting of specific performance and injunctive or other equitable relief without proof of actual damages. Each District further agrees to waive, and to use all reasonable efforts to cause its Representatives to waive, any requirement for the securing or posting of any bond in connection with any such remedy.

14. Entire Agreement/Modification. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations or discussions with respect thereto. This Agreement may be amended or modified by written instrument signed by the parties hereto. Such amendments may be for the purposes of, among other

things, adding or deleting parties to this Agreement or expanding the purposes for which the JOB is organized.

15. Assignment. No party to this Agreement may assign its rights or obligations hereunder, nor any property held under the terms of Section 6 herein.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute but one and the same instrument.

17. Filing Requirements. Upon execution of this Agreement, the parties shall file or list a true and complete copy thereof in compliance with the provisions of Chapter 39.34.040 RCW.

18. Authorization. Each District does hereby represent and warrant to the others that it is duly authorized to enter into and to carry out the terms of this Agreement.

19. Construal of this Agreement. In construing this Agreement:

a. The numbering, ordering, and titling of each provision herein is for convenience only, and is not to affect the construal thereof beyond the sense of the actual words of that particular provision.

b. Any reference herein to a particular local, state, or federal statute or code is to be construed as further referring to any future amended version thereof, or to a corresponding section of any successor statute or code.

c. Absent express text in a provision to the contrary, each occurrence of the word “or” in this Agreement is to be construed as the inclusive “or” (often rendered “and/or”); and each occurrence of the word “either” is to be construed as signifying “either or both of.”

d. Absent express text in a provision to the contrary, each occurrence of the word “including” in this Agreement is to be construed as meaning “including but not limited to” and each occurrence of the word “includes” is to be construed as meaning “includes but is not limited to.”

e. In this Agreement, the word “shall” is to be construed as signifying an act required of the subject person or entity; the word “may” is to be construed as signifying an elective act of the subject person or entity not precluded by this Agreement.

f. Absent express text in a provision to the contrary, the singular is to include the plural, and vice versa; and the masculine gender is to include the feminine and neuter genders, the feminine gender to include the masculine and neuter genders, and the neuter gender to include the masculine and feminine genders.

20. Severability. Should any provision herein or portion thereof be found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, this Agreement shall be construed as close to its originally written sense as possible with the illegal, invalid, or unenforceable provision or portion thereof stricken, and no other provision or provisions, nor the balance, if any, of the subject provision, shall be invalidated thereby.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the day and year first set forth above.

PUBLIC HOSPITAL DISTRICT NO. 3
ADAMS COUNTY, WASHINGTON

By: _____

Its: _____

PUBLIC HOSPITAL DISTRICT NO. 6
DOUGLAS, GRANT, LINCOLN,
OKANOGAN COUNTIES, WASHINGTON

By: _____

Its: _____

PUBLIC HOSPITAL DISTRICT NO. 1
GRANT COUNTY, WASHINGTON

By: _____

Its: _____

PUBLIC HOSPITAL DISTRICT NO. 3
GRANT COUNTY, WASHINGTON

By: _____

Its: _____

PUBLIC HOSPITAL DISTRICT NO. 2
GRANT COUNTY, WASHINGTON

By: _____

Its: _____

PUBLIC HOSPITAL DISTRICT NO. 1
LINCOLN COUNTY, WASHINGTON

By: _____

Its: _____

EXHIBIT A

PUBLIC HOSPITAL DISTRICT NO. 3
ADAMS COUNTY, WASHINGTON
dba Othello Community Hospital
315 N. 14th Avenue
Othello, WA 99344-129
Attention: Superintendent

PUBLIC HOSPITAL DISTRICT NO. 6
DOUGLAS, GRANT, LINCOLN,
OKANOGAN COUNTIES, WASHINGTON
dba Coulee Medical Center
411 Fortuyn Road
Grand Coulee, WA 99133-8718
Attention: Superintendent

PUBLIC HOSPITAL DISTRICT NO. 1
GRANT COUNTY, WASHINGTON
dba Samaritan Healthcare
2000 S. Clover Drive
Moses Lake, WA 98837
Attention: Superintendent

PUBLIC HOSPITAL DISTRICT NO. 2
GRANT COUNTY, WASHINGTON
dba Quincy Valley Medical Center
908 - 10th Avenue SW
Quincy, WA 98848-1376
Attention: Superintendent

PUBLIC HOSPITAL DISTRICT NO. 3
GRANT COUNTY, WASHINGTON
dba Columbia Basin Hospital
200 Nat Washington Way
Ephrata, WA 98823-1973
Attention: Superintendent

PUBLIC HOSPITAL DISTRICT NO. 1
LINCOLN COUNTY, WASHINGTON
dba Odessa Memorial Healthcare Center
502 E. Amende Drive
Odessa, WA 99159
Attention: Superintendent

Exhibit B

Bylaws of the Grand Columbia Health Alliance

BYLAWS
OF
GRAND COLUMBIA HEALTH ALLIANCE
JOINT OPERATING BOARD

Adopted on the 11th day of June, 2020

1. PURPOSE OF BYLAWS, CONFLICT OF LAWS. These Bylaws shall govern the internal affairs of the Grand Columbia Health Alliance Joint Operating Board (the "GCHA Joint Operating Board") to the extent they are consistent with law and the Second Amended and Restated Interlocal Agreement dated as of December 31, 2019 (the "Interlocal Agreement"). In the event of a conflict between the provisions of these Bylaws and any applicable provision of law or the Interlocal Agreement, the provisions of applicable law and the Interlocal Agreement shall govern in that order.
2. PARTICIPATING PUBLIC HOSPITAL DISTRICTS.
 - 2.1 Participating Public Hospital Districts. There shall be one class of public hospital districts participating under the Interlocal Agreement (the "PHDs").
 - 2.2 Designation, Qualifications and Rights. The designation, qualifications and rights of the PHDs are described in the Interlocal Agreement and elsewhere in these Bylaws.
 - 2.3 Admission of New PHDs. No public hospital district shall be eligible to participate under the Interlocal Agreement until each of the following conditions has been satisfied:
 - a. The public hospital district requesting participation under the Interlocal Agreement (the "PHD Applicant") provides all information requested by the GCHA Joint Operating Board and demonstrates, to the satisfaction of the GCHA Joint Operating Board, that the PHD Applicant satisfies the participation criteria set forth in RCW 70.44.450 and RCW 70.44.460 and such additional criteria as may be established from time to time by the GCHA Joint Operating Board;
 - b. The GCHA Joint Operating Board approves the PHD Applicant;
 - c. The PHD Applicant pays the participation fees established from time to time by the GCHA Joint Operating Board or payment of some or all of such fee is waived by the GCHA Joint Operating Board; and
 - d. An amended interlocal agreement is fully executed approving the inclusion of the PHD Applicant.
3. GCHA JOINT OPERATING BOARD.
 - 3.1 Powers. The business and affairs of the PHDs to be conducted under the authority of the Interlocal Agreement is vested in the GCHA Joint Operating Board established under the Interlocal Agreement. The GCHA Joint Operating Board shall exercise the powers granted under the Interlocal Agreement.
 - 3.2 Voting Classes. The GCHA Joint Operating Board shall have two classes of voting rights as authorized under the Interlocal Agreement and further described herein. "Class A Voting Rights" shall be held by members representing PHDs that operate a hospital within the GCHA Territory and pay a full share of the annual funding required pursuant to the Interlocal Agreement. "Class B Voting Rights" shall be held by members representing PHDs that do not operate a hospital within the GCHA Territory or pay a partial share or no share of the annual funding required pursuant to the Interlocal Agreement.

- 3.3 Appointment and Term. The GCHA Joint Operating Board shall be composed of each PHD's superintendent or such other person as its superintendent may designate by written notice submitted to the chair of the GCHA Joint Operating Board. To be eligible to be appointed to the GCHA Joint Operating Board, the proposed appointee must be employed by the PHD making the appointment. Persons appointed to the GCHA Joint Operating Board shall hold office until his or her successor shall have been appointed in writing by such superintendent.
- 3.4 Duties. The duties of the members of the GCHA Joint Operating Board shall include the following:
- a. Attend, in person or by telephone, a minimum of 66% of the meetings of the GCHA Joint Operating Board;
 - b. Respond promptly to requests for information from the chair of the GCHA Joint Operating Board by the deadline specified in the request for information by either providing the information or proposing an alternative deadline if the original deadline is not feasible;
 - c. Provide input on behalf of the board member's PHD at the beginning of each payor negotiation; and
 - d. Ensure compliance by the board member's PHD with the Interlocal Agreement.
- 3.5 Resignation. Any person appointed to the GCHA Joint Operating Board by a superintendent may resign at any time by giving written notice thereof to the secretary of the GCHA Joint Operating Board.

4. MEETINGS OF THE GCHA JOINT OPERATING BOARD.

- 4.1 Regular Meetings. Regular meetings of the GCHA Joint Operating Board shall be held at such place and on such day and hour as shall from time to time be fixed by resolution of the GCHA Joint Operating Board.
- 4.2 Special Meetings. Special meetings of the GCHA Joint Operating Board may be held at any place, at any time, whenever called by the chair of the GCHA Joint Operating Board, the secretary of the GCHA Joint Operating Board or any two (2) or more members of the GCHA Joint Operating Board.
- 4.3 Quorum. A majority of the members of the GCHA Joint Operating Board, including three or more members holding Class A Voting Rights shall constitute a quorum for the transaction of business of any meeting of the GCHA Joint Operating Board.
- 4.4 Manner of Acting. The act of a majority of the members of the GCHA Joint Operating Board present at a meeting at which a quorum is present shall be the act of the GCHA Joint Operating Board, unless the question is one upon which a different vote is required by law, the Interlocal Agreement or these Bylaws.

- 4.5 Actions Requiring Approval by Members Holding Class A Voting Rights. The affirmative vote of a majority of the GCHA Joint Operating Board members holding Class A Voting Rights is required to:
- (a) Set the amount of the Annual Participant Fee pursuant to Section 6.1 below;
 - (b) Approve one or more PHDs to pay a reduced or no Participant Fee for an annual period;
 - (c) Approve the GCHA annual operating budget; and
 - (d) Approve expenditures over \$30,000 that are outside the annual operating budget.
- 4.4 Telephone/Videoconference Communications. Any action required or which may be taken at a meeting of the GCHA Joint Operating Board, or of a committee thereof, may be taken by means of a telephone conference, videoconference or similar communications equipment by means of which all persons participating in the meeting can hear or communicate with each other during the course of the meeting.
- 4.5 Presumption of Assent. A member of the GCHA Joint Operating Board who is present at a meeting of the GCHA Joint Operating Board or any committee at which action on any matter is taken shall be presumed to have assented to the action taken unless he or she affirmatively dissents, or abstains from, the vote. The person acting as secretary of the meeting shall record such dissent or abstention before the adjournment of the meeting or shall forward such dissent or abstention by registered mail to the secretary within one (1) day (Saturdays, Sundays and holidays excluded) after adjournment of the meeting. Such right to dissent or abstain shall not apply to a member of the GCHA Joint Operating Board who voted in favor of such action.
- 4.6 Action by GCHA Joint Operating Board Without a Meeting. Any action permitted or required to be taken at a meeting of the GCHA Joint Operating Board or permitted or required to be taken at a meeting of a committee may be taken without a meeting if a consent in writing setting forth the action to be taken shall be signed by all the members of the GCHA Joint Operating Board, or all the members of the committee, as the case may be. Action taken by written consent is effective when the last member of the GCHA Joint Operating Board or committee signs the consent, unless the consent specifies a later effective date.

5. OFFICERS.

- 5.1 Designation. The officers of the GCHA Joint Operating Board shall be a chair, a vice chair, a secretary and treasurer and such other officers and assistant officers as the GCHA Joint Operating Board may deem necessary. The offices of chair and secretary/treasurer may not be held by the same person. Appointment of an officer shall not create contract rights.
- 5.2 Election and Term. The officers shall be elected by the members of the GCHA Joint Operating Board to serve for a period of one (1) year or until their successors are elected and qualified.

- 5.3 Duties. The duties of the officers of the GCHA Joint Operating Board shall be as follows:
- 5.3.1 Chair. The chair shall be responsible for the general supervision and coordination of the affairs of the GCHA Joint Operating Board subject to control by the GCHA Joint Operating Board. The chair shall preside at all meetings of the GCHA Joint Operating Board. The chair shall perform all duties incident to the office of the position and such other duties as may be prescribed by the GCHA Joint Operating Board from time to time.
- 5.3.2 Vice Chair. During the absence or disability of the chair, the vice chair shall exercise all the functions of the chair.
- 5.3.3 Secretary and Treasurer. The Secretary/Treasurer shall provide notice of all meetings, shall keep minutes of all meetings, shall have charge of the seal (if any) and the books of the GCHA Joint Operating Board, shall keep a register of the names and addresses of all PHDs, and shall make such reports and perform such other duties as are incident to his or her office or are properly required of him or her by the GCHA Joint Operating Board. The Secretary/Treasurer shall also have oversight of any person or entity designated as the fiscal agent for the GCHA Joint Operating Board to ensure that custody of all monies and securities of the GCHA Joint Operating Board are being handled appropriately and in compliance with applicable law. This will include working with a fiscal agent to review and track monies and securities transactions associated with the GCHA Joint Operating Board. The Secretary/Treasurer shall cause the fiscal agent to: (i) establish separate reporting and accounting for the GCHA Joint Operating Board; (ii) disburse the funds of the GCHA Joint Operating Board only as directed by the GCHA Joint Operating Board; (iii) take proper vouchers for such disbursements; and (iv) render to the GCHA Joint Operating Board from time to time as may be required of the Secretary/Treasurer, an account of all transactions undertaken by the fiscal agent and of the financial condition of the GCHA Joint Operating Board. The Secretary/Treasurer will also have responsibility to serve as the internal auditor for the GCHA Joint Operating Board and as such shall have the responsibility for reviewing and auditing the financial records of the GCHA Joint Operating Board. The Secretary/Treasurer shall perform such other duties incident to the office or that are properly required or that are properly required by the GCHA Joint Operating Board from time to time.
- 5.4 Vacancies. Vacancies in any office arising out of any cause shall be filled by the GCHA Joint Operating Board at any regular or special meeting, to serve until the next annual meeting or until their successors are elected and qualified.
- 5.5 Removal. Any officer elected or appointed may be removed by the GCHA Joint Operating Board by the affirmative vote of the GCHA Joint Operating Board, with or without cause, whenever in its judgment the best interests of the GCHA Joint Operating Board will be served thereby.

6. ADMINISTRATIVE PROVISIONS.

- 6.1 Participation Fees. When the GCHA Joint Operating Board deems it necessary to fulfill the purposes of the GCHA Joint Operating Board, PHDs may be required by the GCHA Joint Operating Board to pay an annual participation for the GCHA's operations (the "Annual Participation Fee"). The GCHA Joint Operating Board shall set the Annual Participation Fee at least thirty days before the beginning of each calendar year. PHDs shall pay the Annual Participation Fee on the schedule determined by the GCHA Joint Operating Board. The GCHA Joint Operating Board may also establish fees for Districts to purchase services offered by or through the GCHA.
- 6.3 Pledge of Credit. The PHDs shall have no financial obligation to the GCHA Joint Operating Board except for their obligation to pay the Annual Participation Fee as provided in these Bylaws, and except as may be expressly undertaken by each PHD from time to time in connection with the activities of the GCHA Joint Operating Board.
- 6.4 Audit. The GCHA Joint Operating Board shall have an annual financial review by the treasurer or such other individuals(s) as the GCHA Joint Operating Board may appoint.
- 6.5 Books and Records. The GCHA Joint Operating Board or designee shall keep current and complete books and records of accounts and shall keep minutes of the meetings of the GCHA Joint Operating Board and committees, and shall keep a register of the names and address of the PHDs. Minutes or summaries of the minutes of the meetings of the GCHA Joint Operating Board shall be distributed to all PHDs within a reasonable period after each meeting. All books and records of the GCHA Joint Operating Board may be inspected by any PHD or its agent, for any purpose at any reasonable time.
- 6.6 Loans. No loans are to be made by the GCHA Joint Operating Board.
- 6.7 Fiscal Year. The fiscal year of the GCHA Joint Operating Board shall be the calendar year.
- 6.8 Amendments. Except as otherwise required by law, these Bylaws may be amended or repealed, or new Bylaws may be adopted, by a unanimous vote of the GCHA Joint Operating Board members holding Class A Voting Rights.
- 6.9 Notices. Whenever any notice is required to be given to any member of the GCHA Joint Operating Board under the provisions of these Bylaws, the Interlocal Agreement or applicable law, a waiver thereof in writing, signed by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of notice.

These Bylaws were adopted by unanimous approval of the members of the GCHA Joint Operating Board effective as of June 11, 2020.

PUBLIC HOSPITAL DISTRICT NO. 2
ADAMS COUNTY, WASHINGTON

By: _____

Its: _____

PUBLIC HOSPITAL DISTRICT NO. 3
ADAMS COUNTY, WASHINGTON

By: _____

Its: _____

PUBLIC HOSPITAL DISTRICT NO. 6
DOUGLAS, GRANT, LINCOLN, OKANOGAN COUNTIES, WASHINGTON

By: _____

Its: _____

PUBLIC HOSPITAL DISTRICT NO. 1
GRANT COUNTY, WASHINGTON

By: Theresa C. Sullivan

Its: CEO

PUBLIC HOSPITAL DISTRICT NO. 2
GRANT COUNTY, WASHINGTON

By: _____

Its: _____

PUBLIC HOSPITAL DISTRICT NO. 3
GRANT COUNTY, WASHINGTON

By: _____

Its: _____

PUBLIC HOSPITAL DISTRICT NO. 1
LINCOLN COUNTY, WASHINGTON

By: _____

Its: _____

