

PUBLIC HOSPITAL DISTRICT No. 1 OF MASON COUNTY

RESOLUTION 2018- 15

A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT TO FORM THE
WESTERN WASHINGTON RURAL HEALTH CARE COLLABORATIVE, A
WASHINGTON NON-PROFIT CORPORATION

WHEREAS, Pursuant to the authority granted by Chapter 39.34 RCW and Chapter 70.44 RCW, Public Hospital District No. 1 of Mason, County desires to designate Washington Rural Healthcare Collaborative (WRHC) as the separate legal entity through which multiple rural public hospital districts operating critical access hospitals may carry out the joint activities authorized by RCW 70.44.450.


WHEREAS, It is in the best interests of Public Hospital District No. 1 of Mason County to enter into an Interlocal Agreement with Clallam County Public Hospital District No. 1, Lewis County Public Hospital District No. 1, Grays Harbor County Public Hospital District No. 1, Jefferson County Public Hospital District No. 2, Pacific County Public Hospital District No. 2, King County Public Hospital District No. 4, Public Hospital District No. 3 of Pacific County, Kittitas County Public Hospital District No. 1, Pend Oreille County PHD No. 1, Klickitat County Public Hospital District No. 1, Prosser Public Hospital District of Benton County, Klickitat County Public Hospital District No. 2, Whidbey Island Public Hospital District, Lincoln County Public Hospital District No. 3, to create the Washington Rural Health Care Collaborative, a copy of which is attached hereto and incorporated by this reference.


BE IT RESOLVED that Commissioners of Public Hospital District No.1 of Mason County approve the Interlocal Agreement with the above reference public hospital districts.

BE IT FURTHER RESOLVED that the District's chief executive officer, Eric Moll, is authorized to sign the Interlocal Agreement on behalf of the District.

ADOPTED BY The Board of Commissioners of Public Hospital District #1 of Mason County, Washington at a regular meeting on the 10 day of July, 2018, the following Commissioners being present and voting:


Scott Hilburn President


Don Wilson, Secretary


Gayle Weston, Commissioner

**WASHINGTON RURAL HEALTH COLLABORATIVE
INTERLOCAL AGREEMENT**

This Interlocal Agreement is made and entered into as of the 10 day of July, 2018, by and among the public hospital districts identified in Exhibit A and such additional public hospital districts as may agree to be bound by the terms of this Agreement in the future (hereinafter collectively referred to as the "Districts").

RECITALS

A. RCW 70.44.003 authorizes public hospital districts "to provide hospital services and other health care services for the residents of such districts and other persons."

B. RCW 70.44.007(2) defines "other health care services" to include "nursing home, extended care, long-term care, outpatient, rehabilitative, and ambulance services; services that promote health, wellness, and prevention of illness and injury; and such other services as are appropriate to the health and wellness needs of the population served."

C. Each of the Districts is a public hospital district authorized under Chapter 70.44 RCW whose geographic boundaries do not include a city with a population greater than fifty thousand and, therefore, is a "rural public hospital district" as defined by RCW 70.44.460.

D. Each of the Districts provides health care services and facilities, including hospital services, to its residents and others.

E. RCW 70.44.450 expressly authorizes rural public hospital districts as defined by RCW 70.44.460 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 they serve. These agreements and contracts are specifically authorized to include: (1) allocation of health care services among the different facilities owned and operated by the public hospital districts; (2) combined purchases and allocations of medical equipment and technologies; (3) joint agreements and contracts for health care service delivery and payment with public and private entities; and (4) other cooperative arrangements consistent with the intent of chapter 161, Washington Laws of 1992.

F. RCW 39.34.030(3) authorizes public agencies who enter into interlocal agreements under the Interlocal Cooperation Act to carry out their joint activities through a separate legal entity including a nonprofit corporation established under Chapter 24.06 RCW.

G. Pursuant to authority granted by Chapter 70.44 RCW and Chapter 24.06 RCW, the Districts established a nonprofit corporation in 2006 under the name Western Washington Rural Health Collaborative, which name was changed to Washington Rural Health Collaborative ("WRHC") in 2016.

H. WRHC was established for the original purpose of assisting public hospital districts and nonprofit corporations that operate hospitals in the State of Washington that have been designated as critical access hospitals under Section 1820 of the Social Security Act, as amended from time to time, to work collaboratively to improve the effectiveness, quality, performance, safety, timeliness, and accessibility of their health care services.

I. The members of WRHC are currently limited to public hospital districts who qualify as rural public hospital districts under RCW 70.44.460 and the members desire to enter into agreements and contracts authorized under RCW 70.44.450 through WRHC.

AGREEMENT

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

1. Designation of WRHC Under Interlocal Cooperation Act. Pursuant to the authority granted by Chapter 39.34 RCW and Chapter 70.44 RCW, the Districts hereby designate WRHC as the separate legal entity through which the Districts shall carry out the joint activities authorized by RCW 70.44.450. So long as WRHC continues to operate under the authority granted by this Agreement, WRHC shall operate subject to the following limitations:

a. Membership in WRHC. The members of WRHC shall be limited to Washington State public hospital districts who qualify as rural public hospital districts under RCW 70.44.460.

b. The Purpose of WRHC. The purposes of WRHC shall include, but not be limited to, assisting public hospital districts that qualify as rural public hospital districts under RCW 70.44.460 and that operate hospitals in the State of Washington that have been designated as critical access hospitals under Section 1820 of the Social Security Act, as amended from time to time, to work collaboratively to

(i) improve the effectiveness, quality, performance, safety, timeliness, and accessibility of their health care services,

(ii) engage in joint purchasing including but not limited to the purchase of liability insurance on a group basis, and

(iii) engage in all other activities authorized under RCW 70.44.450.

c. Articles of Incorporation and Bylaws. WRHC shall operate under amended and restated articles of incorporation and bylaws in the form attached hereto as Exhibits B and C.

2. Term. This Agreement shall remain in effect until December 31, 2018, and shall automatically renew for additional one-year terms, unless terminated by the Districts as described in Section 10 hereof.

3. Powers. WRHC shall have the power to do all lawful acts and things necessary, appropriate or desirable to carry out and in furtherance of its purposes as described in Section 1 hereof that are consistent with Chapter 24.06 RCW, Chapter 39.04 RCW, Chapter 70.44 RCW and Section 501(c)(3) of the Internal Revenue Code, as amended from time to time.

4. Management of the WRHC's Activities and Scope of Authority. The Districts agree that the management of WRHC activities and supervision of the WRHC's agents shall be under the control of the board of WRHC. No District shall have any independent authority to direct the management of WRHC's activities or any authority to bind or to act for or to assume any obligations or responsibilities on behalf of any other District or WRHC. WRHC shall not have authority to bind or act for or to assume any obligations or responsibilities on behalf of any individual District unless expressly authorized in writing by that District.

5. Contracts. Any contract entered into by the WRHC shall be in writing and shall contain a provision permitting termination of such contract upon no more than twelve (12) months' notice in the event this Agreement is terminated.

6. Property. Any property required to carry out the purposes of this Agreement shall be held by WRHC.

7. Funding. Any costs incurred by WRHC in carrying out the activities described in Section 1 not covered by other sources of revenue available to WRHC shall be allocated among the Districts on the basis of a methodology to be determined by the Board of WRHC.

8. Financial Statements. WRHC shall develop and deliver to the Districts within one hundred twenty (120) days after the close of the Board's fiscal year a balance sheet of WRHC as of the end of the fiscal year and statements of income and cash flow. Each of these documents shall be prepared in accordance with generally accepted accounting principles, consistently applied, reviewed by the Treasurer of WRHC, and clearly reflect any positive or negative variances from the operating budget approved by the Board of WRHC.

9. Audit. An audit of WRHC shall occur at such times as the Board of WRHC deems to be reasonable or as required by state law. This audit shall be conducted by an independent accounting firm, by the Board's internal auditors, or by the State Auditor, as appropriate under the circumstances. In addition, any District may request an audit of WRHC. In the event two or more Districts request such an audit, the cost thereof shall be borne equally by those Districts. In the event 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 prior to the expiration of the term specified in Section 2 as follows: (i) upon mutual agreement of the Districts, in which event the termination shall be effective at any time established by mutual agreement; or (ii) upon receipt by each District of written notice that one or more of the Districts intends to withdraw, 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; provided, however, that the remaining Districts may elect to continue the business of WRHC as provided by Section 11 hereof. No termination, however, shall be effective until either the winding up and distribution process as described below is completed or two or more of the Districts elect to continue the business of the Board pursuant to the procedures described in Section 11 hereof. In addition, a District that provides notice of withdrawal shall not be liable for any liabilities incurred by the Board following receipt of its notice 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 Board 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 WRHC or any of the Districts arising out of or related to this Agreement. During the period of winding up, WRHC 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, WRHC shall distribute any property that it may then be holding to the Districts in proportion to the payments that they have made pursuant to Section 7 of this Agreement.

d. Books and Records. Upon completion of the winding up and distribution process, WRHC shall make arrangements for the safe storage of its books and records for the period of time needed to satisfy any federal or state record keeping laws then in effect. These 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 Board. Upon receipt of a notice of withdrawal pursuant to Section 10 hereof, any two or more of the Districts may elect to continue the business of WRHC after reaching an agreement with the withdrawing District(s) regarding an appropriate allocation of the Board's assets and liabilities among the withdrawing District(s) and those that wish to continue the business of WRHC.

12. Notices. Any and all notices or communications required or permitted to be given under any of the provisions of this Agreement may be in writing and shall be deemed to have been given:

- a. Upon receipt when personally delivered, sent by overnight courier or sent by email; or
- b. Two (2) days after deposit in the United States mail when sent first class, certified or registered mail, return receipt requested.

All notices shall be addressed to the parties at the addresses set forth in Exhibits A, B, C, D and E or at such other address as any District may specify by notice to the other Districts.

13. Entire Agreement and Amendment. 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 or modifications may be for the purposes of, among other things, adding or deleting parties to this Agreement or expanding the purposes for which WRHC is organized.

14. Assignment. No party to this Agreement may assign its rights or obligations hereunder.

15. Counterparts and Electronic Signatures. 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. In the event any signature is delivered by facsimile or by e-mail delivery of a .pdf file, such signature shall create a valid and binding obligation of the party with the same force and effect as if the facsimile or .pdf signature page were an original thereof.

16. Filing Requirements. Upon execution of this Agreement, the parties shall file a true and complete copy thereof in compliance with the provisions of Chapter 39.34 RCW.

17. 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.

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

PUBLIC HOSPITAL DISTRICT NO. 1,
CLALLAM COUNTY

PUBLIC HOSPITAL DISTRICT NO. 2,
JEFFERSON COUNTY

By: _____
Tim Cournyer, Superintendent

By: _____
Mike Glen, Superintendent

PUBLIC HOSPITAL DISTRICT NO. 1,
GRAYS HARBOR COUNTY

By: _____
Josh Martin, Superintendent

PUBLIC HOSPITAL DISTRICT NO. 1,
MASON COUNTY

By: _____
Eric Moll, Superintendent

PUBLIC HOSPITAL DISTRICT NO. 1,
LEWIS COUNTY

By: _____
Leianne Everett, Superintendent

PUBLIC HOSPITAL DISTRICT NO. 2,
PACIFIC COUNTY

By: _____
Carol Halsan, Superintendent

PUBLIC HOSPITAL DISTRICT NO. 3,
PACIFIC COUNTY

By: _____
Larry Cohen, Superintendent

WHIDBEY ISLAND PUBLIC HOSPITAL
DISTRICT

By: _____
Geryl Forbes, Superintendent

PUBLIC HOSPITAL DISTRICT NO. 4,
KING COUNTY

By: _____
Thomas Parker, Superintendent

PUBLIC HOSPITAL DISTRICT NO. 1,
PEND OREILLE COUNTY

By: _____
Tom Wilbur, Superintendent

PUBLIC HOSPITAL DISTRICT NO. 3,
LINCOLN COUNTY

By: _____
Tyson Lacy, Superintendent

PUBLIC HOSPITAL DISTRICT NO. 1,
KLICKITAT COUNTY

By: _____
Leslie Hiebert, Superintendent

PUBLIC HOSPITAL DISTRICT NO. 2,
KLICKITAT COUNTY

By: _____
Robb Kimmes, Superintendent

PROSSER PUBLIC HOSPITAL DISTRICT,
BENTON COUNTY

By: _____
Craig Marks, Superintendent

PUBLIC HOSPITAL DISTRICT NO. 1,
KITITAS COUNTY

By: _____
Julie Petersen, Superintendent

EXHIBIT A

Members

Clallam County Public Hospital District No. 1
dba Forks Community Hospital
530 Bogachiel Way
Forks, Washington 98331-9120

Grays Harbor County Public Hospital District
No. 1
dba Summit Pacific Medical Center
600 East Main Street
Elma, Washington 98541

Jefferson County Public Hospital District No. 2
dba Jefferson Healthcare
834 Sheridan Avenue
Port Townsend, Washington 98368-2443

King County Public Hospital District No. 4
dba Snoqualmie Valley Hospital and Clinics
9801 Frontier Ave SE
Snoqualmie WA 98065-9577

Kittitas County Public Hospital District No. 1
dba Kittitas Valley Healthcare
603 South Chestnut Street
Ellensburg, WA 98926

Klickitat County Public Hospital District No. 1
dba Klickitat Valley Health
310 S. Roosevelt
Goldendale, WA 98620

Klickitat County Public Hospital District No. 2
dba Skyline Hospital
211 Skyline Drive
White Salmon, WA 98672

Lincoln County Public Hospital District No. 3
dba Lincoln Hospital and Clinics
10 Nicholls Street
Davenport, WA 99122

Lewis County Public Hospital District No. 1
dba Morton General Hospital
521 Adams Street
Morton, Washington 98356

Mason County Public Hospital District No. 1
dba Mason General Hospital
901 Mt. View Drive
Shelton, Washington 98584-1668

Pacific County Public Hospital District No. 2
dba Willapa Harbor Hospital
800 Alder Street
South Bend, Washington 98586

Public Hospital District No. 3 of Pacific County
dba Ocean Beach Hospital
174 First Avenue North, Box H
Ilwaco, Washington 98624-0258

Pend Oreille County PHD No. 1
dba Newport Hospital & Health Services
714 W Pine Street
Newport, WA 99156

Prosser Public Hospital District of Benton County
dba Prosser Memorial Health
723 Memorial Street
Prosser, WA 99350-1524

Whidbey Island Public Hospital District
dba WhidbeyHealth Medical Center
101 N. Main Street
Coupeville, Washington 98239-3413

EXHIBIT B

Articles of Incorporation

AMENDED & RESTATED ARTICLES OF

INCORPORATION OF

WASHINGTON RURAL HEALTH COLLABORATIVE

The undersigned, acting pursuant to a resolution of the Board of Directors of Washington Rural Health Collaborative, a Washington Nonprofit Corporation, and Chapter 24.06 of the Revised Code of Washington, hereby adopts the following Amended Articles of Incorporation on behalf of the Board of Directors:

Article I. Name

The name of this Corporation is: **Washington Rural Health Collaborative.**

Article II. Corporate Form

The Corporation shall be organized pursuant to Chapter 24.06 of the Revised Code of Washington, Nonprofit Miscellaneous and Mutual Corporations Act (the "Act"), and the Corporation accepts the benefits and shall be bound by the provisions of the Act.

Article III. Duration

The period of its duration is perpetual unless dissolved by operation of law or otherwise.

Article IV. Purposes

The purposes of the Corporation shall include, but is not limited to, assisting public hospital districts that qualify as rural public hospital districts under RCW 70.44.460 and that operate hospitals in the State of Washington that have been designated as critical access hospitals under Section 1820 of the Social Security Act, as amended from time to time, to work collaboratively to improve the effectiveness, quality, performance, safety, timeliness, and accessibility of their health care services; engage in joint purchasing including but not limited to the purchase of liability insurance on a group basis; engage in all other activities authorized under RCW 70.44.450; and undertake all businesses and all activities permitted to nonprofit corporations organized under the Act that do not conflict with Section 501(c)(3) of the Internal Revenue Code of 1986, as may be amended from time to time (the "Code"), Chapter 39.34 RCW or Chapter 70.44 RCW.

Article V. Power

The Corporation shall have the power to do all lawful acts or things necessary, appropriate, or desirable to carry out and in furtherance of its purposes described in Article IV that are consistent with the Act and Section 501(c)(3) of the Code.

Article VI. Members

The Corporation shall have one class of members (the "Members"). Membership shall be available to public hospital districts that (i) qualify as rural public hospital districts under RCW 70.44.460; (ii) have been designated as a critical access hospital under Section 1820 of the Social Security Act; and (iii) have been approved for membership in the Corporation by the Corporation's Board of Directors.

The voting rights of the Members shall be limited to the following matters, all of which shall be exercised in the manner prescribed by the Corporation's bylaws: (1) approval of Member dues; (2) election of directors; (3) approval of any amendment to these Articles of Incorporation or to the Corporation's bylaws; (4) approval of any sale, lease or other disposition of all or substantially all of the Corporation's assets; (5) approval of the merger or consolidation of the Corporation into another corporation or the merger of any other corporation into the Corporation pursuant to the Act; (6) approval of the dissolution of the Corporation; and (7) approval of any other matters required by the Corporation's bylaws or the Act.

Article VII. Directors

The number of directors constituting the Corporation's board of directors, the method of selecting those directors and the specification of their qualifications shall be fixed by the bylaws of the Corporation and may be increased, decreased or changed from time to time in the manner provided therein.

Article VIII. Prohibited Activity

Notwithstanding any of the provisions of these Articles of Incorporation, the Corporation shall not conduct or carry on activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Section 501(c)(3) of the Code or by an organization, contributions to which are deductible under Section 170(c)(2) of the Code. No part of the net earnings of the Corporation shall inure to the benefit of any director, officer, or private individual. No substantial part of the activities of the Corporation shall be devoted to the carrying on of propaganda, or otherwise attempting to influence legislation, except as Section 501(c)(3) organizations may be permitted by the Code, and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. The Corporation shall not have or issue shares of stock and shall not make any disbursement of income or any loans to its Members, directors, or officers.

Article IX. Limitation of Director Liability

Except to the extent otherwise required by applicable law (as presently in effect and as hereafter amended), a director of the Corporation shall not be personally liable to the Corporation or its members for monetary damages for conduct as a director, except for liability of the director (i) for acts or omissions which involve intentional misconduct by the director or a knowing violation of law by the director or (ii) for any transaction from which the director personally receives a benefit in money, property or services to which the director is not legally entitled. If the Act or the Washington Business Corporation Act is amended to authorize further eliminating or limiting the

personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act and the Washington Business Corporation Act, as so amended, without any requirement of further action by the Corporation, or its members or its directors.

No amendment to or repeal of this Article shall adversely affect any right of protection of any director of the Corporation occurring after the date of the adoption of this Article and prior to such amendment or repeal.

Article X. Indemnification

The Corporation shall indemnify any director of the Corporation who is involved in any capacity in a proceeding (as defined in RCW 23B.08.500, as presently in effect and as hereafter amended) by reason of the position held by such person or entity in the Corporation to the full extent allowed by law, as presently in effect and as hereafter amended. By means of a resolution or of a contract specifically approved by the Board of Directors, the Corporation may indemnify an officer, employee, or agent to such degree as the Board of Directors determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of the Corporation. Reasonable expenses incurred by a director, who is involved in any capacity in a proceeding by reason of the position held in the Corporation, shall be advanced by the Corporation to the full extent allowed by and on the conditions required by applicable law, as presently in effect and as hereafter amended, unless and until it is determined that such person is not entitled to be indemnified.

The Board of Directors of the Corporation shall have the right to designate the counsel who shall defend any person or entity who may be entitled to indemnification, to approve any settlement, and to approve in advance any expense. The rights conferred by or pursuant to this Article shall not be exclusive of any other rights that any person may have or acquire under any applicable law (as presently in effect and as hereafter amended), these Articles of Incorporation, the bylaws of the Corporation, a vote of the Board of Directors of the Corporation, or otherwise. No amendment to or repeal of this Article shall adversely affect any right of any director, officer, employee, or agent for events occurring after the date of the adoption of this Article and prior to such amendment or repeal.

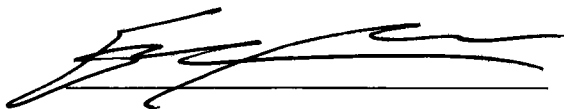
Notwithstanding any other provision of this Article, no indemnification shall be provided to any person if in the opinion of counsel, payment of such indemnification would cause the Corporation to lose its exemption from federal income taxation.

Article XI. Distributions Upon Dissolution

No director, trustee, or officer of the Corporation, nor any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the Corporation or the winding up of its affairs. Upon winding up and dissolution of the Corporation, the assets of the Corporation remaining, after paying or making adequate provision for payment of all liabilities of the Corporation, shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax

code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

SIGNED

A handwritten signature in black ink, appearing to read 'Eric Moll', is written over a horizontal line.

Eric Moll, Chair

SIGNED

A horizontal line intended for a signature, currently blank.

Robb Kimmes, Vice Chair

SIGNED

A horizontal line intended for a signature, currently blank.

Leslie Hiebert, Secretary/Treasurer

DATED the 8th day of June, 2018

EXHIBIT C - Bylaws

**AMENDED AND RESTATED
BYLAWS
OF
WASHINGTON RURAL HEALTH COLLABORATIVE**

**ARTICLE I
Purposes**

1.1 Charitable Purposes. The purpose of this nonprofit Corporation shall be to operate exclusively for charitable, scientific, literary or education purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (as amended, or any successor provision or "Code").

1.2 Primary Purposes. The primary purposes of the Corporation shall include but not be limited to:

1.2.1 Assisting public hospital districts and nonprofit corporations that qualify as rural public hospital districts under RCW 70.44.460 and that operate hospitals in the State of Washington that have been designated as critical access hospitals under Section 1820 of the Social Security Act, as amended from time to time, to work collaboratively to improve the effectiveness, quality, performance, safety, timeliness, and accessibility of their health care services; engage in joint purchasing including but not limited to the purchase of liability insurance on a group basis; engage in all other activities authorized under RCW 70.44.450; and undertake all businesses and all activities permitted to nonprofit corporations organized under the Act that do not conflict with Section 501(c)(3) of the Internal Revenue Code of 1986, as may be amended from time to time (the "Code"), Chapter 39.34 RCW or Chapter 70.44 RCW.

1.2.2 Undertaking all businesses and all activities permitted to nonprofit corporations under the Washington Nonprofit Corporation Act (RCW Chapter 24.06) that do not conflict with the Code. Business and activities undertaken by the Corporation on behalf of public hospital districts are undertaken under the authority granted under the Interlocal Cooperation Act (RCW Chapter 39.34), the Public Hospital District statute (Chapter 70.44), specifically including but not limited to RCW 70.44.450, the Washington Rural Health Collaborative Interlocal Agreement, dated June __, 2018 (as may be amended from time to time), entered into by all Members of the Corporation, and the Second Amended and Restated Interlocal Agreement, dated June 11, 2013 (as may be amended from time to time), entered into by certain Members of the Corporation.

**ARTICLE II
Registered Office and Registered Agent**

2.1 Registered Office and Registered Agent. The registered office of the Corporation shall be located in the State of Washington at such place as may be fixed from time to time by the Board of Directors upon filing of such notices as may be required by law, and the registered agent shall have a business office identical with such registered office. A registered agent so

appointed shall consent to appointment in writing, and such consent shall be filed with the Secretary of State of the State of Washington.

2.2 Change of Address. If a registered agent changes the street address of the agent's business office, the registered agent may change the street address of the registered office of the Corporation by notifying the Corporation in writing of the change and signing, either manually or in facsimile, and delivering to the Secretary of State for filing a statement of such change, as required by law.

2.3 Change of Agent. The Corporation may change its registered agent at any time upon the filing of an appropriate notice with the Secretary of State, with the written consent of the new registered agent either included in or attached to such notice.

2.4 Other Offices. In addition to the registered office of the Corporation, the Corporation may have such other offices as the Board of Directors may from time to time designate.

ARTICLE III Members

3.1 Members. There shall be one class of members.

3.2 Qualifications. Membership shall be available to any hospitals that (i) qualify as rural public hospital districts under RCW 70.44.460; (ii) have been designated as a critical access hospital under Section 1820 of the Social Security Act; and (iii) have been approved for membership in the Corporation by the Corporation's Board of Directors.

3.3 Application for Membership. Any hospital that qualifies for membership shall apply in writing to the Secretary-Treasurer of the Corporation ("Secretary-Treasurer"). The applicant shall become a member upon: (i) approval of the majority of the members; (ii) payment of any membership fee that is imposed during the calendar year in which the application was made; and (iii) execution of any documents that the Board of Directors deems necessary. The initial members of the Corporation are listed in Attachment A.

3.4 Termination of Membership. A member may resign by notifying the Secretary-Treasurer in writing at least 60 days before the resignation is to become effective. Resignation shall not relieve a member of any dues or other financial obligations owed the Corporation as of the date of resignation.

3.5 Dues. When the Board of Directors deems it necessary to fulfill the purposes of the Corporation, members shall be required to pay dues from time to time. The Board of Directors shall propose the amount of dues and the dues, as well as any changes to the process to fix the amount of dues as described in the dues policy, must be approved by a majority of the members in attendance at a meeting of the members in which a quorum is present in person or by emailed ballot. Members who do not pay dues within six month of the receipt of the billing date shall become inactive members and shall not be entitled to any of the privileges of membership, including member services, until such time as they pay all outstanding dues. The Board of Directors may, at its discretion, allow continued active membership if good cause is shown for nonpayment or may choose to waive a portion of the outstanding dues.

3.6 Annual Meeting. The annual meeting of the members shall be held at such date and time as the members, by mutual agreement, may determine. The annual meeting shall be held for the transaction of such business as may come before the Members.

3.7 Special Meetings. Unless otherwise prescribed by law, special meetings of the members for any purpose or purposes may be called by: (i) the Chair; (ii) by the Board of Directors; or (iii) a majority of the members.

3.8 Place of Meetings. Meetings of the members shall be held at either the registered office of the Corporation or at such other place within or outside the state of Washington as the Board of Directors may designate.

3.9 Notice of Meetings. The Secretary-Treasurer or the person(s) calling the meeting shall give to each member of record entitled to notice of or to vote at such meeting written or printed notice stating the date, time and place of a meeting of members. If the meeting is for a special meeting of members, this notice shall also state the purpose or purposes for which the meeting is called. Notice of annual and special meetings shall be given not less than five (5) days and not more than fifty (50) days before the meeting. The giving of notice shall be in accordance with Article VI of these Bylaws.

3.10 Waiver of Notice. A member may waive any notice required to be given under the provisions of these Bylaws, the Articles of Incorporation or by applicable law, whether before or after the date and time stated therein. Such waiver shall be in writing.

3.11 Voting Privileges. Each member shall be entitled to one vote and voting shall not be cumulative. Each member shall designate a delegate to act on behalf of the member for voting privileges. The voting privileges of a member that is delinquent in dues owed to the Corporation shall be suspended until those dues are paid.

3.12 Manner of Acting and Proxies. A member may vote either in person or by proxy. A member may vote by proxy by means of a proxy appointment form that the member or the member's duly authorized attorney-in-fact has executed in writing. All proxy appointment forms shall be filed with the Secretary-Treasurer before or at the commencement of meetings. A proxy appointment shall be valid for eleven (11) months from the date of its execution unless otherwise expressly provided in the appointment form. A proxy appointment may be revoked; however, no proxy appointment shall be effectively revoked until the member appointing the proxy has given written notice of the revocation to the Secretary-Treasurer.

3.13 Quorum. A quorum of the Board of Directors will be defined as no less than fifty percent of the membership present either in person, by phone or proxy and a simple majority of those providing action on an issues shall be necessary at all meetings to constitute a quorum for the transaction of business. If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors, except as otherwise provided by express provision of law, the Articles of Incorporation, or these Bylaws. Once a Board of Director is present or represented at a meeting, other than to object to holding the meeting or transacting business, the Director is deemed to be present for purposes of a quorum for the remainder of the meeting. If a quorum exists, action on a matter is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless an express provision of law, the Articles of Incorporation or these Bylaws require a different vote upon the issue.

3.14 Action of Members without a Meeting. Any action which may be or is required to be taken at a meeting of the members may be taken without a meeting if one or more written consents setting forth the action so taken shall be signed, either before or after the action taken, by all the members entitled to vote with respect to the subject matter. Action taken by written consent of the members is effective when all consents are in possession of the Corporation, unless the consent specifies a latter effective date. Whenever any notice is required to be given to any member pursuant to applicable law, a waiver in writing, signed by the person or persons entitled to notice shall be deemed equivalent to the giving of notice.

3.15 Closed Meetings. From time to time it may be appropriate for voting representatives of the Corporation to discuss issues without the presence of others. It shall be the prerogative of the Chair, with the concurrence of the other officers, to call a special closed meeting or to close a portion of the annual meeting for this purpose.

3.16 Participation by Means of Communications Equipment. Members may participate in any annual or special meeting of the members or may conduct the meeting through the use of any means of communication by which all members participating can hear each other during the meeting.

3.17 Conflict of Interest. Whenever a director or officer has a financial or personal interest in any matter coming before the board of directors, the affected person shall a) fully disclose the nature of the interest and b) withdraw from discussion, lobbying, and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested directors determine that it is in the best interest of the corporation to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval.

ARTICLE IV

Board of Directors

4.1 Powers. The management of all the affairs, property and interests of the Corporation shall be vested in a Board of Directors. In addition to the powers and authorities expressly conferred upon it by these Bylaws and by the Articles of Incorporation, the Board of Directors may exercise all such powers of the Corporation and do all such lawful acts as are not prohibited by law, the Articles of Incorporation or these Bylaws.

4.2 Limitations on Powers and Authorities. The Board of Directors shall have no right, power or authority to perform or authorize any of the following actions without prior approval of the members: (i) approving annual operating and capital budgets for the Corporation and approving material deviations from those budgets; (ii) liquidating, consolidating, merging or transferring substantially all of the assets of the Corporation to or into another entity; (iii) guaranteeing an obligation of any individual, partnership, other corporation, trust or other legal entity; (iv) acquiring another entity, facility or capital asset, the consideration for which exceeds \$10,000 or the value of the assets of the Corporation, whichever is less; (v) entering into significant contracts (for example, those which grant any exclusive rights or arrangements or involve commitments of the Corporation where consideration exceeds \$10,000 or the value of the assets of the Company, whichever is less); (vi) entering into a transaction with a member; (vii) entering into managed care contracts by the Corporation; (viii) hiring key executives and/or managers for the Corporation; (ix) amending or repealing these Bylaws; and (x) amending

the Articles of Incorporation. Such approval shall be by a majority vote of the members unless otherwise prescribed by law.

4.3 General Standards for Directors. A director shall discharge the duties of a director, including duties as a member of a committee: (i) in good faith; (ii) in a manner the director reasonably believes to be in the best interests of the Corporation; and (iii) with the care, including making reasonable inquiry, that an ordinarily prudent person in a like position would exercise under similar circumstances.

4.4 Number. The Board of Directors shall consist of the Chief Executive Officer or equivalent organizational leader from each of the sustaining member hospitals.

4.5 Change of Number. The number of directors may at any time be increased or decreased by amendment to these Bylaws by resolution of the members at any annual or special meeting. However, any change in the number of directors shall result in all members being represented equally on the Board of Directors.

4.6 Election and Qualifications of Directors. Each Sustaining Member shall designate in a writing filed with the Secretary or designee the Sustaining Member's chief executive officer or equivalent organizational leader to serve as its Representative in the affairs of the Corporation. Sustaining Members may appoint an alternate who may serve in the absence of the designated Representative. However, appointing an alternate should be the exception rather than the norm to preserve the Corporation's core value as a forum for chief executive officers or equivalent organizational leaders. If a Sustaining Member appoints an alternate, the alternate must have the authority to make decisions on behalf of the Sustaining Member and enjoys full voting rights on behalf of the Sustaining Member pursuant to Sections 3.11 Sustaining Members may not change frequently the person designated as its Representative or alternate in order to preserve continuity and consistency in the oversight of the affairs of the Corporation. Any change of the person designated to serve as the Sustaining Member's Representative or alternate must be filed in writing with the Secretary.

4.7 Resignation. A director may resign at any time by: (i) delivering written notice to the Chair or the Secretary-Treasurer; or (ii) giving oral notice at any meeting of the members or directors. If the director serves as an officer of the Corporation, the director's resignation from the Board of Directors shall automatically result in resignation from that office. A resignation is effective when the notice is delivered or given unless the notice specifies a later effective date. Unless specified in the notice, acceptance of the resignation shall not be necessary to make it effective.

4.8 Removal of Directors. Only the member who elected the director may remove that director.

4.9 Vacancies. In the event a director resigns, is removed or otherwise vacates that position, the member that elected the director shall elect another qualified person to complete the term of the vacating director.

4.10 Regular Meetings. A regular meeting of the Board of Directors for the purpose of electing officers of the Corporation and transacting such other business as may properly come before the meeting shall be held, without notice other than this article of the Bylaws, immediately after and at the same place as the annual meeting of members. The Board of Directors may, by resolution, provide for additional regular meetings to be held, either

within or without the State of Washington, without notice other than pursuant to that resolution.

4.11 Special Meetings. Any four directors may call a special meeting of the Board of Directors at any time and at any place that they may designate. Notice of all special meetings shall: (i) state the date, time and place, and purpose; and (ii) be given in accordance with the provisions set forth in Article VI of these Bylaws at least five (5) days prior to the date of the meeting.

4.12 Waiver of Notice. A director may waive any notice required by law, the Articles of Incorporation or these Bylaws before or after the time stated for the meeting, and such waiver shall be equivalent to the giving of notice. The waiver must be in writing, signed by the director entitled to notice, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A director's attendance at or participation in a meeting shall constitute a waiver of notice of the meeting unless the director, either at the beginning of the meeting or promptly upon the director's arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

4.13 Registering Dissent. A director who is present at a meeting of the Board of Directors at which action on a corporate matter is taken is deemed to have assented to such action unless: (i) the director's dissent or abstention from the action is entered in the minutes of the meeting; or (ii) the director delivers written notice of the director's dissent or abstention to the person acting as the secretary at the meeting before adjournment or to the Secretary-Treasurer immediately after adjournment of the meeting. A director who voted in favor of the action does not have the right to dissent or abstain.

4.14 Action by Directors Without a Meeting.

4.14.1 Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all directors consent to the action. The action must be evidenced by one or more written consents setting forth the action taken, signed by each of the directors either before or after the action taken, and delivered to the Corporation for inclusion in the minutes or filing with the Corporation's records. Subject to appropriate safeguards, consents transmitted by facsimile or by e-mail shall be considered valid written consents.

4.14.2 Action taken under this Section is effective when the last director signs the consent, unless the consent specifies a later effective date.

4.15 Participation by Means of Communications Equipment. Directors may participate in a regular or special meeting of the Board of Directors by or may conduct the meeting through the use of any means of communication by which all directors participating can hear each other during the meeting.

4.16 Committees.

4.16.1 The Board of Directors, by resolution adopted by a majority of all the directors in office, may designate and appoint one or more committees. Each committee must consist of at least one director or have a staff person appointed to be the board liaison, together with any other persons approved by the Board of Directors. All committee members shall serve at the pleasure of the Board of Directors.

4.16.2 Any resolution designating a committee must state what authority, if any, the committee has to act on behalf of the Board of Directors. However, such authority may not include: (i) amending, altering or repealing these Bylaws; (ii) electing, appointing or removing any committee member or director or officer of the Corporation; (iii) amending the Articles of Incorporation; (iv) adopting a plan of merger or consolidation with another corporation; (v) authorizing the sale, lease, or exchange of all or substantially all of the property and assets of the corporation not in the ordinary course of business; (vi) authorizing the voluntary dissolution of the Corporation or revoking proceedings therefore; (vii) adopting a plan for the distribution of the assets of the Corporation; or (viii) amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee.

4.16.2 A committee shall be governed by the same rules as applied to the Board of Directors in Articles 4.10 through 4.15 of these Bylaws.

4.16.3 The creation of, delegation of authority to, or action by a committee does not relieve the Board of Directors, or any individual director, of any responsibility imposed upon the Board of Directors or an individual director by law.

4.17 Remuneration. By resolution of the Board of Directors, directors and committee members may be reimbursed for any reasonable expenses incurred for attendance at meetings of the Board of Directors or at any of its committees.

ARTICLE V

Officers of the Corporation

5.1 Designations. The officers of the Corporation shall be a Chair, an Immediate Past Chair, a Vice Chair, a Secretary-Treasurer and such other officers and assistant officers as the Board of Directors may deem necessary. No individual may hold more than one office.

5.2 Election and Term of Office. Annually, the Board of Directors shall elect the officers of the Corporation, each of whom must be a director. Each officer shall hold office until a successor is elected/qualified, or until such officer's earlier death, resignation or removal.

5.3 Powers and Duties.

5.3.1 The Chair. The Chair, if present, shall preside at all meetings of the Board of Directors. The Chair shall be the Chief Executive Officer of the Corporation and, subject to the direction and control of the Board of Directors, shall have general control and management of the business affairs and policies of the Corporation. The Chair shall act as liaison from and as spokesman for the Board of Directors. The Chair may sign all certificates, contracts and other instruments of the Corporation, which the Board of Directors has authorized to be executed, except where the signing or execution: (i) has been expressly delegated by the Board of Directors or these Bylaws to some other officer or agent of the Corporation; or (ii) is required by Law to be otherwise signed or executed. In general, the Chair shall perform all duties incident to the office of Chair and such other duties as the Board of Directors, by resolution, may determine.

5.3.2 Immediate Past Chair. The Immediate Past Chair, in consultation with the current officers, is responsible for providing a sense of continuity to the work of

the board. The Immediate Past Chair serves a one-year term and performs such duties as the Board Chair may assign.

5.3.3 The Vice Chair. The Vice Chair of the Corporation shall serve as Chair in the absence or disability of the Chair. When so acting, the Vice Chair shall have all the powers and duties of the Chair, as well as be subject to all the restrictions imposed upon the Chair. The Vice Chair shall perform such other duties as the Board of Directors, by resolution, may determine.

5.3.4 The Secretary-Treasurer. The Secretary-Treasurer shall: (i) issue notices for all meetings, except for notices for special meetings of the members or directors that are called by the requisite number of members or directors; (ii) keep minutes of all meetings of the members and directors; (iii) have charge of the seal and the Corporation's books; (iv) have the custody of all moneys and securities of the Corporation; (v) deposit such monies in the name of the Corporation in banks, trust companies or other depositories as shall be selected in accordance with these Bylaws; (vi) keep regular books of account; (vii) disburse the funds of the Corporation in payment of the just demands against the Corporation or as may be ordered by the Board of Directors, taking proper vouchers or receipts for such disbursements; (viii) render to the Board of Directors from time to time as may be required an account of all transactions as Treasurer and of the financial condition of the Corporation; and (ix) make such reports and perform such other duties incident to the office of Secretary- Treasurer or as the Board of Directors, by resolution, may determine.

5.5 Vacancies. The Board of Directors may fill vacancies in any office, regardless of the cause, at any regular or special meeting.

5.6 Resignation. An officer may resign at any time by: (i) delivering written notice to the Chair or Secretary-Treasurer; or (ii) giving oral notice at any meeting of the Board of Directors. This notice shall be effective when delivered or given unless the notice specifies a later effective date. Unless specified in the notice, acceptance of the resignation shall not be necessary to make it effective.

5.7 Removal. The Board of Directors may remove any officer at any time, with or without cause, by the affirmative vote of a majority of all the directors.

ARTICLE VI

Notices, Demands, Consents and Waiver

6.1 Requirements. Except as may otherwise be required by law, any notice, demand, consent or waiver required to be given by these Bylaws must be in writing and directed to the party at the address shown in the Corporation's current records.

6.2 Method of Delivery. Notices, demands, consents or waivers must be: (i) personally delivered; (ii) sent by certified or registered mail, return receipt requested, postage and charges prepaid; (iii) sent by express delivery by a national carrier; (iv) transmitted by facsimile equipment; or (v) transmitted electronically when consented to by the recipient in accordance with the provisions of RCW 24.03.009 as now in effect or hereafter amended.

6.3 Effective Delivery. Delivery shall be deemed effective as follows: (i) when received by personal delivery, express delivery by national carrier, or by facsimile equipment; (ii)

on the date shown on the return certified or registered mail receipt, if signed by or on behalf of the addressee; or (iii) in accordance with the provisions of RCW 24.03.009 as now in effect or hereafter amended for electronic transmissions.

ARTICLE VII

Contracts, Checks, Deposits and Funds

7.1 Contracts. The Board of Directors may authorize any officer(s), employee(s) or agent(s) of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation. This authority may be general or confined to specific instances.

7.2 Loans. Unless authorized by resolution of the Board of Directors, which authority may be general, no loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name.

7.3 Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer(s), employee(s) or agent(s) of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, the Chair or the Secretary-Treasurer shall sign these instruments.

7.4 Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

7.5 Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, grant, bequest or devise for the general purposes or any special purpose of the Corporation.

7.6 Loans to Directors and Officers. The Corporation shall make no loans to any director or officer.

ARTICLE VIII

Books and Records

8.1 Books and Records. The Corporation shall keep a copy of the following records at its registered or principal office: (i) the current Articles of Incorporation; (ii) the current Bylaws; (iii) a list of members' names and addresses; (iv) a list of directors' and officers' names and addresses; (v) correct and adequate records of accounts and finances; (vi) minutes of the proceedings of its members, the Board of Directors, and any committees established by the Board of Directors (including all actions taken without a meeting); and (vii) such other records that may be necessary or advisable.

ARTICLE IX

Fiscal Year

9.1 Fiscal Year. The fiscal year of the Corporation shall be from January 1 to December 31, or such other fiscal years as the Board of Directors, by resolution, may determine.

ARTICLE X

Liability and Indemnification

10.1 Liability. A director, officer, or committee member of the Corporation shall not be personally liable to the Corporation for monetary damages for conduct as a director, officer or member except for: (i) acts or omissions that involve intentional misconduct or a knowing violation of law by that director; or (ii) any transaction from which the director personally receives a benefit in money, property or service to which the person or member is not legally entitled.

10.1.1 If the Washington Nonprofit Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors and/or officers, then the liability of a director or officer of the Corporation shall be eliminated or limited to the fullest extent permitted by the Washington Nonprofit Corporation Act, as so amended.

10.1.2 Any repeal or modification of this Article by the members of the Corporation shall not adversely affect any right or protection of a director or officer existing at the time of such repeal or modification.

10.2 Indemnification. The Corporation shall indemnify its members, directors, officers, committee members, employees, and agents against all liability, damage, and expenses arising from or in connection with service for, employment by, or other affiliation with the Corporation or other firms or entities to the maximum extent and under all circumstances permitted by law. However, no indemnification shall be provided under this provision to any such person or member if: (i) the Corporation is prohibited by the nonexclusive provisions of the Washington Nonprofit Corporation Act or other applicable law as then in effect from paying such indemnification; or (ii) in the opinion of counsel, payment of such indemnification would subject the Corporation to imposition of excise taxes under the Internal Revenue Code or cause the Corporation to lose its exempt status from federal income taxation.

ARTICLE XI

Copies of Resolutions

11.1 Copies of Resolutions. Any person dealing with the Corporation may rely upon a copy of any of the records of the proceedings, resolutions or votes of the Board of Directors when the Chair or Secretary-Treasurer certifies these records.

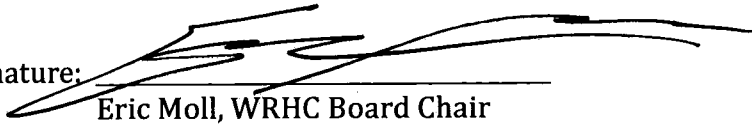
ARTICLE XII

Amendments

12.1 Amendments. The members, by a majority vote at any regular or special meeting, shall have the power to amend or repeal these Bylaws or to adopt new Bylaws.

The undersigned, being the Chair of the Corporation, hereby certifies that these amended and restated Bylaws are the Bylaws of the Washington Rural Health Collaborative, approved by resolution of the Board of Directors as of June 8, 2018

Signature:

A handwritten signature in black ink, appearing to read 'Eric Moll', is written over a horizontal line. The signature is stylized with a large, sweeping 'E' and a long, horizontal stroke at the end.

Eric Moll, WRHC Board Chair

Dated: June 8, 2018

ATTACHMENT A

WASHINGTON RURAL HEALTH COLLABORATIVE MEMBERS

Clallam County Public Hospital District No. 1
dba Forks Community Hospital
530 Bogachiel Way
Forks, Washington 98331-9120

Grays Harbor County Public Hospital District
No. 1
dba Summit Pacific Medical Center
600 East Main Street
Elma, Washington 98541

Jefferson County Public Hospital District No. 2
dba Jefferson Healthcare
834 Sheridan Avenue
Port Townsend, Washington 98368-2443

King County Public Hospital District No. 4
dba Snoqualmie Valley Hospital and Clinics
9801 Frontier Ave SE
Snoqualmie WA 98065-9577

Kittitas County Public Hospital District No. 1
dba Kittitas Valley Healthcare
603 South Chestnut Street
Ellensburg, WA 98926

Klickitat County Public Hospital District No. 1
dba Klickitat Valley Health
310 S. Roosevelt
Goldendale, WA 98620

Klickitat County Public Hospital District No. 2
dba Skyline Hospital
211 Skyline Drive
White Salmon, WA 98672

Lincoln County Public Hospital District No. 3
dba Lincoln Hospital and Clinics
10 Nicholls Street
Davenport, WA 99122

Lewis County Public Hospital District No. 1
dba Morton General Hospital
521 Adams Street
Morton, Washington 98356

Mason County Public Hospital District No. 1
dba Mason General Hospital
901 Mt. View Drive
Shelton, Washington 98584-1668

Pacific County Public Hospital District No. 2
dba Willapa Harbor Hospital
800 Alder Street
South Bend, Washington 98586

Public Hospital District No. 3 of Pacific County
dba Ocean Beach Hospital
174 First Avenue North, Box H
Ilwaco, Washington 98624-0258

Pend Oreille County PHD No. 1
dba Newport Hospital & Health Services
714 W Pine Street
Newport, WA 99156

Prosser Public Hospital District of Benton County
dba Prosser Memorial Health
723 Memorial Street
Prosser, WA 99350-1524

Whidbey Island Public Hospital District
dba WhidbeyHealth Medical Center
101 N. Main Street
Coupeville, Washington 98239-3413

