

## HEALTH PROGRAM FINANCIAL ASSISTANCE AGREEMENT

**THIS HEALTH PROGRAM FINANCIAL ASSISTANCE AGREEMENT** (the “Agreement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between **SAN JUAN COUNTY PUBLIC HOSPITAL DISTRICT #3 d/b/a/ ORCAS ISLAND HEALTH CARE DISTRICT**, a Washington municipal corporation, (the “District”) and **ORCAS COMMUNITY RESOURCE CENTER**, a Washington nonprofit corporation (“OCRC”) (together, the “Parties”).

### RECITALS

**WHEREAS**, the District seeks to fulfill its statutory and governmental purpose under RCW 70.44 of ensuring that the health needs of District residents and others are adequately served;

**WHEREAS**, the District has determined that, absent the financial assistance provided under this Agreement, the health care needs of low-income persons within its service area would not be adequately addressed due to a lack of funds for dental emergency/specialty visits, transportation for medical appointments off island, and mental health access (the “Health Programs”);

**WHEREAS**, the District has determined that the Health Programs receiving financial assistance under this Agreement fall within the provisions of RCW 70.44.240 which authorizes contracts with other legal entities to provide health care services which, under RCW 70.44.007(2), includes “such other services as are appropriate to the health needs of the population served”;

**WHEREAS**, the Parties intend that persons receiving financial assistance through this Agreement shall be those who are low-income and in need of health care, thereby resulting in the Health Programs being for the necessary support of the poor and/or infirm, as contemplated by Article 8, Section 7 of the Washington Constitution;

**WHEREAS**, the District desires to have certain services performed as set forth below that require the organizational and administrative capabilities to appropriately connect eligible Orcas Island residents and others with the financial assistance contemplated in this Agreement; and

**WHEREAS**, OCRC represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical, professional, and administrative expertise, where required, to perform the services set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties agree as follows:

#### **1. PURPOSE**

This Agreement sets forth the terms of funding assistance provided by the District to OCRC to assist the latter in providing certain Health Program services within the boundaries of the District or for residents of the District.



The District will make payment to OCRC no more than thirty (30) days after the invoice is approved by the District. No final payment shall be made until all activities and/or expenses of OCRC have been reviewed and approved by the District, including a close-out report.

The funding assistance provided to OCRC under this Agreement shall not exceed Forty Thousand Dollars (\$40,000.00).

The Parties expressly agree that the District undertakes no obligations in this Agreement other than to provide funding for the services contemplated herein and undertakes such obligation only in accordance with the terms and limitations expressed in this Agreement.

## **6. INDEPENDENT AGREEMENT OR RELATIONSHIP**

A. The Parties intend that an independent contractor relationship will be created by this Agreement. The District is interested primarily in the results to be achieved. Subject to the provisions herein, the implementation of services will lie solely with the discretion of OCRC. No agent, employee, servant or representative of OCRC shall be deemed to be an employee, servant or representative of the District for any purpose, and the employees of OCRC are not entitled to any of the benefits the District provides for its employees. OCRC will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated, OCRC is an independent contractor with the authority to control and direct the performance of the details of the work; however, the result of the work contemplated herein must meet the approval of the District and shall be subject to the District's general rights of inspection and review to secure the satisfactory completion thereof.

C. OCRC warrants that it is not excluded or disqualified under federal law as stated in 29 C.F.R. § 98.300 and Executive Order 12549. OCRC warrants that it will not subcontract with any person who is excluded or disqualified by law or regulation.

## **7. CONFIDENTIALITY OF CLIENT INFORMATION**

OCRC shall protect all information, records and data collected from unauthorized disclosure in accordance with applicable provisions of 42 CFR 431.300 through 431.307; RCW 70.02; RCW 71.05; RCW 71.34; and the Health Insurance Portability and Accountability Act ("HIPAA") (together "Confidentiality Provisions") as such Confidentiality Provisions are applicable. OCRC shall have a process in place to ensure that all components of its network, system and subcontractors understand and comply with confidentiality requirements, including the Confidentiality Provisions, applicable to publicly funded health services.

OCRC shall ensure that access to client information is restricted to persons or agency representatives who are subject to applicable standards of confidentiality included in the Confidentiality Provisions set forth above.

The Parties acknowledge that coordination, planning, screening and referral require the sharing of information among the various treatment providers. Disclosure of information to verify eligibility, determine the amount of assistance and to provide medically necessary health services are all “purposes directly connected with the administration of the Agreement,” and are all appropriate justifications for sharing information. Confidential information may not be disclosed to the public, unless such disclosure is required by law.

OCRC shall assure that all staff and subcontractors providing services under this Agreement receive annual training on confidentiality policies including those based on applicable Confidentiality Provisions. In addition, OCRC shall assure that all staff and volunteers acquiring information are required to sign an Oath of Confidentiality pursuant to RCW 71A.14.070.

## **8. COMPLIANCE WITH LAWS**

OCRC shall be duly licensed as required to comply with applicable law and regulations and shall comply with all applicable laws, ordinances, and codes of the local, State, and Federal governments. OCRC shall submit any and all information the District requires to demonstrate compliance with such laws, ordinances, and codes within two weeks of the District’s request for such information. In addition, OCRC agrees to adhere to other policies and guidelines established by the District from time to time.

## **9. INDEMNIFICATION OF DISTRICT**

OCRC shall protect, defend, hold harmless, and indemnify the District against all liability or loss, and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with OCRC’s performance of this Agreement or by conditions created thereby, and/or based upon any and all negligent and tortious conduct or any violation of any law, code, or regulation, and the defense of any such claim or actions.

OCRC shall also indemnify the District against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, workers’ compensation, social security and income tax laws, for OCRC and any employees or volunteers of OCRC.

LIMITED WAIVER OF IMMUNITY UNDER WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW AND OTHER SIMILAR INDUSTRIAL INSURANCE SCHEMES: For purposes of the foregoing indemnification provision, and only to the extent of claims against OCRC by the District under such indemnification provision, OCRC specifically waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW, or any other similar workers’ compensation schemes. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers’ compensation acts, disability benefit acts, or other employee benefit acts. The foregoing provision was specifically negotiated and agreed upon by the Parties.

## **10. INSURANCE**

A. OCRC shall carry and maintain throughout the period of the Agreement at its own expense the following minimum insurance which must be primary and non-contributory and provide coverage on an occurrence basis:

1. Comprehensive commercial general liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00), or if greater, to the limit of the policy for combined single limit bodily injury, including wrongful death or property damage, to defend and indemnify all activities and services covered by this Agreement with a commercial insurance carrier protected under the State of Washington Guaranty Fund or with a risk pool approved by the Insurance Commissioner. Such insurance shall be endorsed to include the District, its officers, elected officials, employees and agents as an additional insured. Coverage shall not be reduced or cancelled without thirty (30) days' prior written notice to the District. The District shall have the right to terminate this Agreement for cause as described in Section 14.B if the District, in its sole discretion, determines that OCRC's reduction or cancellation of coverage warrants termination.

Each insurance shall be endorsed to include language containing a "cross liability" or "separation of insureds" indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in the coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom a claim is made or a suit is brought. Any payment of a deductible or self-insured retention shall be the sole responsibility of the District.

2. Auto liability insurance with limits of no less than One Million Dollars (\$1,000,000.00) for each person and/or One Million Dollars (\$1,000,000.00) for each occurrence for owned, hired and non-owned automobiles used for any activities and services covered by this Agreement. Such insurance shall be endorsed to include the District, its officers, elected officials, employees, and agents as additional insured. Coverage shall not be reduced or cancelled without thirty (30) days' prior written notice to the District.

3. Statutory workers' compensation insurance and employer's liability insurance to cover employees and volunteers as required by state and federal law.

B. OCRC shall provide the District evidence of insurance in the form of a Certificate of Insurance satisfactory to the District, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth above, including endorsements. Upon the request of the District, OCRC shall also provide a duplicate (photocopy) of each insurance policy and the name, address and telephone number of the broker who issued each one as evidence of coverage. Approval of insurance is a condition precedent to full execution, including continued compensation, of/under this Agreement. The maintenance of said insurance will not in any manner affect OCRC's obligation to hold harmless and indemnify the District as provided in this Agreement. The provisions of this Section 10 shall survive the expiration or

termination of this Agreement to the extent required for OCRC to ensure that coverage extends to liability for claims brought subsequent to expiration or termination of this Agreement.

#### **11. SUBCONTRACTING/ASSIGNMENT**

OCRC shall not subcontract or assign its interest, rights, or obligations under this Agreement to any other party without the District's written consent which will be at the District's sole discretion.

#### **12. MAINTENANCE AND INSPECTION OF RECORDS**

A. OCRC shall maintain books, records and documents that sufficiently and properly reflect all work and/or expenses related to the performance of this Agreement. In addition, OCRC shall maintain all accounting records in a form necessary to assure proper accounting of all funds paid pursuant to this Agreement. All of the above shall be subject at all reasonable times to inspection, review, or audit by the District, its authorized representative, the State Auditor, or other governmental officials authorized by law to do so.

B. OCRC shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. OCRC agrees that the District or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

#### **13. EXTRA WORK**

Work in addition to or different from that provided for in the Scope of Work section (Section 2) of this Agreement shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and shall be approved in the same manner as this Agreement. The maximum amount payable for this Agreement shall not be increased or considered to be increased except by specific written supplement to this Agreement.

#### **14. TERMINATION**

A. Termination for Convenience. The District may terminate this Agreement, in whole or in part, at any time, for its convenience, by at least thirty (30) days' written notice to OCRC. OCRC shall be paid for work performed and expenses incurred to the date of termination. Within thirty (30) days, OCRC shall submit a termination claim to the District. If OCRC has any property in its possession belonging to the District, OCRC will account for the same, and dispose of it in the manner directed by the District.

B. Termination for Cause. If OCRC fails to perform in the manner called for in this Agreement, or if OCRC fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days' written notice thereof, the District may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on OCRC setting forth the manner in which OCRC is in default. OCRC will only be paid for services performed and expenses incurred in accordance with the manner of performance set forth in this Agreement.

C. Termination of this Agreement shall not prevent the District from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

## **15. DISCLOSURE REQUIREMENTS**

OCRC shall notify the District in writing as to any employment Agreements between OCRC and third parties, the subject of which relates to, or touches on, the Scope of Work of this Agreement. This disclosure shall extend to employment Agreements between any of the employees or agents of OCRC and third parties which relate to, or touch upon, the Scope of Work. The requirement for disclosure shall include the nature of the work performed, and the value of the work performed, and shall continue throughout the term of this Agreement. The District shall have the right to terminate this Agreement for cause as described in Section 14.B if the District, in its sole discretion, determines that the agreement between OCRC, or its agents/employees, and a third party presents a conflict of interest. The disclosure of potential conflicts will be a public document.

## **16. MEDIATION**

The Parties shall attempt to resolve any controversies or disputes arising out of or relating to this Agreement through a good faith attempt at mediation. Each party will pay its own attorneys' fees and costs for mediation.

## **17. ARBITRATION**

A. Any controversy or claim arising out of or relating to this Agreement that is not resolved through mediation, shall be resolved by final and binding arbitration pursuant to RCW 7.04A. Demand for arbitration shall be made in writing to the other party and shall be brought within six (6) years after the initial occurrence giving rise to the controversy or claim for which arbitration is commenced, regardless of the date of discovery or whether the claim or controversy was continuing in nature. Claims or controversies arising more than six (6) years prior to a written demand for arbitration issued under this agreement are not subject to arbitration. The arbitration shall be held in San Juan County before a single arbitrator selected by the agreement of the Parties. If the Parties cannot agree upon an arbitrator within fifteen (15) days after the demand for arbitration is made, the arbitrator shall be selected by a judge in the Superior Court of San Juan County in accordance with the procedures set out in RCW 7.04A.110.

B. Unless the Parties agree otherwise in writing, the arbitration hearing shall occur no later than sixty (60) days after the date the arbitrator is appointed.

C. The Parties agree that, with the exception of the circumstances set out in RCW 7.04A.230, the arbitrator's decision shall be binding, final and not appealable to any court of law.

D. Should either Party initiate any action against the other, including arbitration, the substantially prevailing party (considering the relief sought and the relief achieved) shall be awarded reasonable attorney's fees and other costs incurred in connection with such action and

enforcement thereof. The arbitrator's fee and any administrative expenses imposed by the arbitrator shall be shared equally by the Parties.

E. This Agreement shall be governed by laws of the state of Washington, both as to interpretation and performance.

**18. FURTHER ACTS.**

The Parties shall do all such further acts and things and provide all such assurance and deliver all such documents in writing as may be required from time to time in order to fully carry out the terms, provisions and intent of this Agreement.

**19. WAIVER**

The waiver by, or the failure to take action with respect to, breach of any term, covenant or condition of the Agreement shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach. All remedies afforded in this Agreement shall be taken as cumulative: that is, in addition to every other remedy provided herein or by law.

**20. SEVERABILITY**

It is understood and agreed by the Parties that if any term or provision of this Agreement is held by any court to be illegal or in conflict with any law of the state of Washington, the validity of the remaining portions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term, part or provision held to be invalid.

**21. ENTIRE AGREEMENT**

This instrument contains the entire Agreement between the Parties, and statements, promises, or inducements made by any party or agent of that party that are not contained in this Agreement shall not be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the Parties.

**22. SURVIVABILITY**

All covenants, promises and performance which are not fully performed as of the date of termination shall survive termination as binding obligations.

**23. NOTICE**

Notice provided for in this Agreement shall be sent by certified mail to the following addresses:

DISTRICT AT:	Orcas Island Health Care District
	ATTN: District Superintendent Chris Chord
	PO Box 226

Eastsound, WA 98245

OCRC AT:

[Insert Contact Info]

**24. ELECTRONIC SIGNATURE**

The Parties agree that this Agreement may be electronically signed, and that electronic signatures appearing on this Agreement have the same force and effect as manual signatures.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**ORCAS COMMUNITY  
RESOURCE CENTER**

**ORCAS ISLAND  
HEALTH CARE DISTRICT**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Exhibit A: Scope of Work**, detailing the **reimbursable services** under the **Health Program Financial Assistance Agreement** between **Orcas Island Health Care District (OIHCD)** and **Orcas Community Resource Center (OCRC)**.

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## **Exhibit A: Scope of Work**

Under this Agreement, **OCRC shall provide financial assistance services** to eligible low-income residents of **Orcas Island** to support access to essential health care. The following outlines the **categories of reimbursable services** and the scope of assistance provided:

### **1. Emergency & Specialty Health Care Assistance**

- **Dental Emergency Care:** Assistance for urgent dental needs, including **extractions, infections, and severe pain management** at local or off-island providers.
- **Dental Specialty Visits:** Coverage for services such as **oral surgery, periodontal treatment, and advanced restorative care** beyond routine check-ups.
- **Medical Emergency Assistance:** Support for clients facing urgent **medical expenses** that are not covered by insurance or other financial aid programs.
- **Vision Emergencies & Specialty Visits:** Coverage for **vision needs, specialty eye exams, and treatment for conditions such as glaucoma or diabetic retinopathy** when medically necessary.

### **2. Off-Island Medical Travel Assistance**

- **Reimbursement for ferry tickets, fuel, and transportation costs** for eligible clients who must travel off-island for necessary medical, dental, or vision care.
- Coordination of **community transportation resources**, for those unable to arrange their own travel.

### **3. Mental Health Access Assistance**

- **Financial support for counseling and therapy sessions** with **licensed mental health professionals**, when no other funding options are available.
- Coverage for **psychiatric evaluations and medication management** services for clients with acute mental health needs when no other funding options are available..
- Assistance in **coordinating care** with local providers and off-island specialists, ensuring continuity of mental health treatment.

### **4. Case Management & Client Support Services**

- Screening and referral services to connect clients with appropriate healthcare providers and financial aid programs.

- Assistance with medical billing and financial aid applications for clients facing medical debt or struggling with high out-of-pocket costs.
- Education and advocacy for healthcare navigation, helping clients understand their coverage options, medical bills, and how to access services effectively.

## **5. Program Administration & Reporting**

- OCRC will ensure proper documentation and verification of client eligibility for financial assistance.
- OCRC will submit monthly invoices with itemized expenses for reimbursement under the categories outlined above.
- OCRC will maintain records of services provided, funds disbursed, and client outcomes, in compliance with the reporting requirements set by OIHCD.

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This **Scope of Work** ensures that funds are allocated effectively to **maximize healthcare access** for low-income residents while maintaining transparency and accountability in program administration.