

October 12, 1995

LARRY PHILLIPS
Introduced By: Kent Pullen,
Greg Nickels

95-567S/SS:ssj

Proposed No.: 95-567

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MOTION NO. **9700**

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A MOTION authorizing the King County Executive to approve the 1995 Harborview Management Contract between the Board of Trustees of the Harborview Medical Center and the Board of Regents of the University of Washington.

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WHEREAS, under the provisions of the Revised Code of Washington (RCW) 36.62.290, the Harborview Board of Trustees (Trustees), and the Board of Regents of the University of Washington (University) are authorized to enter into a management service contract to provide hospital services and have been doing so since 1969, and

WHEREAS, the Washington State Legislature appropriates funds to the University of Washington to operate Harborview Medical Center, and

WHEREAS, King County has the responsibility to assist county residents in the provision of health services from other sources, or for whom the county has responsibility for providing such services, and

WHEREAS, the Trustees are committed to maintaining the Harborview Medical Center as a means of meeting King County's desire to provide the community with a resource for health services; and the University desires that the Medical Center be maintained as a continuing resource for education, training and research, and

1 WHEREAS, the county council retains the right to review
2 the Harborview Medical Center operating budget, which will
3 ensure that said responsibility is being met in the manner in
4 which the medical center is being operated;

5 NOW, THEREFORE BE IT MOVED by the Council of King
6 County:

7 The King County executive is authorized to sign the 1995
8 Harborview Medical Center management contract.

9 PASSED by a vote of 13 to 0 this 23rd day of
10 October, 1995.

11 KING COUNTY COUNCIL
12 KING COUNTY, WASHINGTON

13 Kent Pullen
14 Chair

15 ATTEST:

16 Gerald A. Peterson
17 Clerk of the Council

18
19 Attachments:

20 A. Management and Operations Contract between Harborview Medical Center
21 and the University of Washington

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2 **MANAGEMENT AND OPERATIONS CONTRACT**
3 between the
4 **HARBORVIEW MEDICAL CENTER BOARD OF TRUSTEES**
5 and the
6 **UNIVERSITY OF WASHINGTON**
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9 This CONTRACT is entered into between the BOARD OF TRUSTEES,
10 hereinafter referred to as "Trustees," of HARBORVIEW MEDICAL CENTER of
11 Seattle, King County, Washington, hereinafter referred to as "the
12 Medical Center," and the BOARD OF REGENTS OF THE UNIVERSITY OF
13 WASHINGTON, hereinafter referred to as "the University."

14 WITNESSETH

15 WHEREAS, Chapter 36, Laws of 1967 Ex. Sess. RCW 36.62.290
16 authorized the Trustees and the University to enter into a management
17 service contract "to provide hospital services, including management
18 under the direction of a hospital administrator for the hospital, to
19 provide for the rendering of medical services in connection with the
20 hospital and to provide for the conduct of teaching and research
21 activities by the University in connection with the hospital;" and

22 WHEREAS, Sec. 1, Chapter 282, Laws of 1969 Ex. Sess. appropriated
23 to the University the sum of \$4,700,000 for the operation of the
24 Medical Center as a teaching resource for the University on condition
25 that the Trustees and the University enter into a contract for the
26 provision of management and medical services at the Medical Center by
27 the University; and

28 WHEREAS, on January 1, 1970, by contract between the parties
29 hereto, all employees of the Medical Center who were employees of King
30 County became employees of the University; and

31 WHEREAS, the State Legislature biennially appropriates funds to
32 the University for the continuing operation of the Medical Center; and

33 WHEREAS, the Trustees desire to maintain the Medical Center as a
34 means of meeting the King County government's desire to provide the
35 community with a resource for health services, and the University
36 desires that the Medical Center be maintained as a continuing resource
37 for education, training and research;

38 NOW, THEREFORE, pursuant to the aforesaid laws, and in
39 consideration of the mutual promises herein contained, it is mutually
40 agreed as follows:

1 **A. DEFINITIONS**

2 The term "Medical Center" shall include all facilities under the
3 control of the Trustees for the purposes enumerated in Chapter 36.62
4 RCW, including but not limited to the hospital complex at 325 - 9th
5 Avenue, Seattle, Washington; Harborview Hall; Harborview Community
6 Mental Health Center at 326 - 9th Avenue, Seattle, Washington.

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8 **B. CONTRACT PERIOD**

9 1. This contract is to become effective on July 1, 1995, and
10 shall continue in force until June 30, 2010. This contract shall be
11 reviewed by the parties in June, 2005 so that parties may consider
12 extending the contract for an additional five years. The parties
13 agree to provide on or before June 30, 2008, written notice, one party
14 to the other, of intent not to renew or extend the contract. If no
15 such notice is given, the contract shall continue in force until June
16 30, 2015.

17
18 **C. GENERAL CONDITIONS**

19 1. Subject to the special provisions hereinafter set forth,
20 King County will retain title to all real and personal properties
21 acquired for King County with Medical Center capital or operating
22 funds prior to and during the term of this contract. All training
23 programs involving students and trainees at Harborview Medical Center
24 and its satellite locations shall be subject to authorization and
25 approval by the University of Washington. The Trustees will determine
26 major institutional policies and will retain control of programs and
27 fiscal matters. The County retains ultimate control over capital
28 programs and capital budgets. The Trustees agree to secure the
29 University's recommendations on any changes to the above. The
30 Trustees will continue to be accountable to the public and King County
31 for all financial aspects of the Medical Center's operation and agree
32 to maintain a fiscal policy which keeps the operating program and
33 expenditures essential thereto within the limits of operating income.
34 In maintaining a balanced-budget fiscal policy, the Trustees agree to
35 adopt standards of patient care developed in cooperation with the
36 University. The University will provide for the rendering of medical,
37 dental and other professional services in the Medical Center, shall be
38 responsible for providing professional and hospital services through a
39 staff of University personnel and provide overall management services
40 as hereinafter set forth.

41 2. The Trustees and University agree to establish and maintain
42 operational standards for all teaching and patient care that will meet
43 the requirements of such approval agencies as the Joint Commission on
44 Accreditation of Hospitals or its acknowledged equivalent and the
45 recognized educational accreditation agencies.

1 3. The University recognizes that the Trustees had made
2 arrangements or entered into contracts for certain educational,
3 demonstration, and research programs that are outside the University's
4 jurisdiction, and agrees to their continuity. The Trustees recognize
5 the value and improvement in patient care resulting from the conduct
6 of research and agree to permit the University to conduct research in
7 the Medical Center and agree that the University professional schools
8 will have priority over other institutions on introduction of new
9 educational, demonstration, and research initiatives in the Medical
10 Center. The University will obtain the concurrence of the Trustees
11 before implementing any major new educational programs or research
12 initiatives.

13 4. The Trustees shall maintain control over the use of all
14 physical facilities and shall establish overall space use policies and
15 guidelines to be utilized by the hospital administration in support of
16 the Medical Center's programs.

17 5. The University recognizes the particular community services
18 mission of the Medical Center and agrees to manage the Medical Center
19 so as to retain its institutional identity in a manner which, to the
20 extent of funds available to the Medical Center, will achieve the aims
21 of the Trustees to meet their community obligations and provide
22 services to address the community's needs as identified in the
23 attached mission statement or as it is subsequently amended by the
24 Board of Trustees, hereinafter referred to as the "Mission Statement."
25 It is understood that the Mission Statement may be amended during the
26 term of this contract without reopening the contract. The Trustees
27 agree to obtain the concurrence of the University and the County
28 before adopting amendments to the Mission Statement during the term of
29 this contract.

30 6. The Trustees and the University agree that communication
31 between them is of the utmost importance and, therefore, agree that
32 their representatives will meet at least annually to review
33 relationships, ongoing activities and the management services provided
34 under the contract. At least annually, the President of the Trustees
35 will meet with the Regents of the University to review the status of
36 the Medical Center.

37 7. At least annually, the Vice President for Medical Affairs or
38 successor in function and the President of the Board of Trustees will
39 meet with the County Council and County Executive to report on the
40 status of the Medical Center.

41 8. To further enhance communication, the Trustees agree to
42 maintain Board Bylaws which include a committee structure which
43 satisfies the standards of the Joint Commission on Accreditation of
44 Hospitals.

1 **D. MEDICAL STAFF**

2 1. The University will appoint a Medical Director, subject to
3 the approval of the Trustees, who will serve as the chief medical
4 officer of the Medical Center and also will represent the University
5 on all matters of medical care, teaching, and research. The Medical
6 Director is accountable to the Dean of the School of Medicine of the
7 University, hereinafter referred to as "the Dean," for all academic
8 and research matters, to the Hospital Executive Director for the
9 institutional management functions, and to the Trustees and the Dean
10 on all matters of providing medical care.

11 2. All appointments to the medical staff and the formation of
12 committees of the medical staff shall be by the University, subject to
13 the approval of the Trustees.

14 3. All Medical Center medical staff bylaws, rules and
15 regulations, and all amendments thereto, shall be prepared by the
16 medical staff for approval by the University and adoption or rejection
17 by the Trustees.

18 4. All physicians privileged to practice at the Medical Center
19 will provide care consistent with policies approved by the Trustees,
20 the Mission Statement and the Medical Staff Bylaws.

21 5. The Trustees and the University agree to permit members of
22 the active medical staff to charge professional fees for their
23 services to patients and to establish procedures for either
24 individuals or group billing and accounting for the professional
25 fees charged, provided such procedures are administered within all of
26 the applicable policies of the University.

27
28 **E. ADMINISTRATION**

29 1. The University will appoint a Hospital Executive Director,
30 subject to the approval of the Trustees. The following procedure will
31 be used to select and appoint the Hospital Executive Director: a
32 search committee, consisting of equal representation of the Trustees
33 and the University, shall develop a job description and qualifications
34 statement, establish criteria for measurement of applications, screen
35 all applicants, conduct investigations and interview candidates. This
36 committee shall identify acceptable candidates from among which the
37 University, with the concurrence of the Trustees, shall select and
38 appoint the Executive Director.

39 2. The Executive Director will serve as the chief
40 administrative officer of the Medical Center and will also employ
41 associates and assistants and needed administrative personnel to head
42 its various operating units. It is agreed that personnel appointed to
43 certain of these positions may jointly serve the Medical Center and
44 the University Hospital with appropriate sharing of costs, as provided
45 herein.

1 3. The Executive Director will represent the Trustees and the
2 University in matters of daily Medical Center management and is
3 accountable to the Trustees and, within the University organizational
4 structure, to the University's Vice President for Medical Affairs or
5 successor in function. The Executive Director will be responsible for
6 implementing the governance decisions of the Trustees and accountable
7 to the Trustees and the Vice President for Medical Affairs for
8 effectively administering the Medical Center in accordance with the
9 approved Mission Statement, long-range plan, operating and capital
10 budgets, and applicable policies of the Trustees and the University.
11 The Executive Director will provide staff support to the Trustees as
12 requested, make arrangements for Board and committee meetings, and
13 provide the necessary secretarial support to assure that minutes of
14 the meetings are taken and properly recorded and distributed. The
15 Executive Director shall report to the Trustees on all issues and
16 changes occurring within the Medical Center as they relate to
17 operations, fiscal and budget matters, buildings, equipment and all
18 other matters within his or her purview.

19 4. The performance of the Executive Director shall be reviewed
20 at least annually by the Board of Trustees and the Vice President for
21 Medical Affairs. The University agrees to remove the Executive
22 Director at any time if, in the Board's opinion based on this review,
23 the performance of the Executive Director is deemed to be
24 unsatisfactory.

25
26 **F. DELEGATION OF AUTHORITY**

27 The Trustees hereby delegate to the University overall management
28 of the Medical Center in accordance with the policies of the Trustees
29 and, where applicable, the policies of the University. Management
30 responsibilities include developing and maintaining the following:

31 1. General operating policies, procedures and quality assurance
32 mechanisms needed for optimal patient care;

33 2. An organizational structure for all administrative,
34 management, professional and general Medical Center employees;

35 3. Applicable personnel policies of the University and the
36 Higher Education Personnel Board, including employee-appeal
37 procedures, salary schedules and employee benefits, and employment,
38 direction, training, transfer, promotion, suspension, and termination
39 of all Medical Center employees.

40 4. Controls over patient admissions as needed to comply with the
41 Trustee-approved budget and Trustee-approved policies as reflected in
42 the Mission Statement;

43 5. Procedures for patient charges and billing, and reduction of
44 patient charges;

1 6. All necessary actions to collect for services rendered
2 including the authority to commence and prosecute all legal action
3 necessary to accomplish such collections;

4 7. The necessary systems and procedures for budgetary controls
5 over expenditures to adhere to Trustee-approved budgets. The
6 University will prepare and submit annual operating and capital
7 budgets to the Trustees for adoption, modification or rejection, will
8 provide monthly budget status reports, and make recommendations for
9 changes in either policy or program when necessary to avert operating
10 deficits;

11 8. Procedures for the procurement of all supplies, equipment,
12 special services, contractual services and all other commodities in
13 accordance with State purchasing laws and policies.

14 9. Management of certain capital projects in accordance with
15 policies established by the Board of Trustees, and as authorized by
16 Section H of this contract;

17 10. Supervision over the maintenance of all property, including
18 security;

19 11. Collective bargaining contracts in accordance with the
20 applicable state law and University policy with duly certified
21 exclusive bargaining representatives of University employee groups
22 based at the Medical Center;

23 12. Contracts between the Medical Center and various
24 governmental and other agencies;

25 13. The Medical Center as an institutional member of national,
26 regional, state and local associations in the fields of health care
27 administration and management.

28 14. A development function that will work with the Trustees to
29 increase the donation of private funds to support the patient care,
30 teaching, and research missions of the Medical Center.

31
32 **G. STATUS OF EMPLOYEES**

33 1. All personnel at the Medical Center who are covered by this
34 contract will continue to have status as University employees. This
35 includes all members of the general hospital staff, administrative
36 personnel, interns and residents, and salaried members of the medical
37 staff. All employees subject to the rules and regulations of the
38 University classified staff will be entitled to all the rights and
39 privileges of the classified staff.

1 2. All employees of King County at the Medical Center who
2 transferred to employment of the University on January 1, 1970, will
3 retain all of their previously acquired rights and benefits including
4 compensation, accrued and unused vacation and sick leave, and
5 retirement benefits. If this contract or any subsequent renewal or
6 amendment thereof shall operate to terminate such employees of the
7 Medical Center as members of the classified staff of the University,
8 said employees shall be covered into the career service of King County
9 subject to the provisions of Section 560 of the King County charter
10 and subject to all the rules of the personnel system of King County,
11 including rules concerning compulsory retirement, but excluding rules
12 concerning initial appointment.

13 3. All collective bargaining procedures will be subject to
14 applicable state and University policy.
15

16 H. PLANNING AND PROPERTY

17 1. Under the direction of the Trustees, the University will
18 develop for Metropolitan King County Council review and approval a
19 long-range capital improvement plan. The plan will include both
20 physical plant and program impacts of the plan.

21 2. Each year under the direction of the Trustees, the
22 University will develop for King County Council review and approval a
23 six-year capital improvement program budget, which shall contain all
24 of the specific capital projects, including all construction,
25 alteration and remodeling capital projects, necessary to meet the
26 needs, policies and priorities identified in the King County Council
27 approved long-range capital improvement plan.

28 3. The University shall have responsibility for the management,
29 design, planning, development and contract oversight of Harborview
30 Medical Center capital projects funded by Harborview Medical Center
31 revenues which are budgeted, over the life of the project, for an
32 amount not exceeding One Million Dollars (\$1,000,000). All other
33 capital projects shall be subject to, planned and administered
34 consistent with King County Code 2.42 and Title 4 of the King County
35 Code, as they now read or are hereafter amended.

36 4. Contracts for architectural consultation and contractual
37 services needed for any capital projects may only be executed by the
38 County Executive.

39 5. All requests for capital construction funds from granting
40 agencies or other sources prepared by the University will be submitted
41 to the granting agency only upon approval of the Trustees and adoption
42 by motion of the Metropolitan King County Council.

I. INSURANCE

1. The Trustees shall provide for all types of property insurance coverages in an amount sufficient to be written on a replacement cost basis. The University shall purchase such property insurance coverages with Medical Center revenues in amounts and forms acceptable to the Trustees. Such insurance shall include King County and the University as co-insureds as their respective interests appear.

2. The University will defend, indemnify and save harmless the Board of Trustees and King County, its elected and appointed officials, employees and agents from and against any damage, cost, claim or liability arising out of negligent acts or omissions of the University, its employees or agents, arising out of the activities or operations of the Medical Center by the University, including the University's management of capital projects for Harborview Medical Center, or arising out of the premises except to the extent that such damage, costs, claim or liability results from the negligent acts or omissions of the Board of Trustees, King County or their officials, agents or employees.

3. The University will secure fidelity bonding to protect the cash and other assets of the Medical Center.

4. King County or the University shall require the architect to obtain professional liability and general public liability insurance and the contractor to obtain general public liability insurance including products-completed operations liability insurance for the duration of all capital projects undertaken at the Medical Center by King County or the University and shall provide continuing evidence of products-completed operations insurance for the warranty period.

J. ACCOUNTING FUNDS

1. Through the contract period all financial transactions concerning the operation of the Medical Center will be handled from funds maintained by the King County Office of Finance. All Medical Center funds shall be under the control of the Trustees. All vouchers for warrants to be drawn on any Medical Center Fund will be approved and signed by the Executive Director or his/her designated representative(s). A Medical Center General Operating Fund will be maintained for the purpose of recording all unrestricted revenues and expenditures of the Medical Center except those which are designated for specific purposes. Specifically designated revenues shall be deposited into separate funds as provided for in this contract or as designated by the Trustees. Into the Medical Center General Operating Fund will be deposited all undesignated patient and nonpatient unrestricted income from Medical Center services. From the Medical Center General Operating Fund will be drawn all payments for undesignated operating expenditures including salaries and fringe

1 benefits of Medical Center employees, vendor payments, refunds to
2 patients or their sponsors, and reimbursements to the University for
3 all services and expenditures provided under this contract.

4 2. A designated fund, the Plant and Equipment Fund, will be
5 maintained to account for the regular segregation of depreciation and
6 capital funds, including interest earned within the fund in accordance
7 with applicable state law. Such deposits of depreciation and capital
8 funds shall be made at least annually to the Fund. From the Medical
9 Center Plant and Equipment Fund will be drawn payments for acquisition
10 of equipment, building renovation and improvements upon Board of
11 Trustees' approval. As part of the long range and annual capital
12 planning process of the Medical Center, foreseeable replacements and
13 improvements will be included in schedules submitted by the University
14 to the Board of Trustees. It is recognized that historical cost
15 depreciation may not be adequate for replacement of given items and,
16 therefore, additional amounts as permitted by law may be assigned to
17 this Fund by the Trustees.

18 3. The University will affix property tags to depreciable
19 Medical Center equipment and maintain an itemized listing of such
20 equipment. The University will annually provide the Trustees with a
21 copy of such listing and copies of listings of additions and
22 disposals, as of the end of each fiscal year. The University will
23 conduct, at least every three years on a schedule to be determined by
24 the Trustees, a physical inventory of such equipment to ensure the
25 accuracy of the listings to be submitted to the Trustees.

26 4. In addition to the General and designated unrestricted
27 funds, there will be Medical Center Restricted Funds maintained by the
28 Board of Trustees for the purpose of accounting for restricted
29 donations and/or contributions, receipts and funding for related
30 expenditures. Donations will be deposited into a restricted fund
31 based on the intent of the donor.

32 5. A special account will be maintained within the University's
33 fund to receive reimbursement payments from the Medical Center General
34 Operating Fund and to make payment for the costs of all services and
35 expenditures provided by the University. Payments will be reconciled
36 to expenditures annually in the audit statement. An advance will be
37 made into this fund account from the Medical Center General Operating
38 Fund equal to the estimated average monthly cost of services and
39 supplies advanced to the Medical center with Trustees' approval. In
40 addition, the Medical Center will reimburse the University for
41 salaries and fringe benefits for Medical Center employees on official
42 payroll dates.

1 **K. PAYMENT FOR SERVICES**

2 1. It is agreed that the University is to incur no added
3 financial obligation nor financial benefit by reason of the execution
4 or performance of this contract and the operation of the Medical
5 Center pursuant to this contract. It is an express condition of this
6 contract that the University shall be reimbursed by the Harborview
7 Medical Center, to the extent current and Board designated assets and
8 restricted funds (as defined by the American Institute of Certified
9 Public Accountants) are available, for all services performed or
10 provided by the University and any other obligations incurred or
11 expenditures made by it under this contract, except for expenditures
12 made by the University from direct legislative appropriations to the
13 University for the Medical Center. It shall be the obligation of the
14 University to notify the Board of Trustees of an anticipated
15 deficiency in reimbursement. As soon as the Medical Center regains
16 its financial position, it shall replenish these funds to the extent
17 they were borrowed from the designated and restricted funds. If the
18 Medical Center is unable to restore fund balances within three months
19 after the borrowing, it shall so notify the King County Executive, by
20 registered mail, with copies to the County Council. It is understood
21 that the funds so borrowed from will have first claim on revenues not
22 otherwise obligated for the day-to-day operation of the Medical
23 Center. Borrowing from these funds is authorized for temporary cash
24 flow needs only.

25 2. For all services or facilities which the University Hospital
26 provides for the Medical Center or which the medical Center provides
27 the University (including University Hospital), reasonable
28 reimbursement shall be made monthly by the appropriate institution
29 pursuant to the cost-finding principles to be established under this
30 contract, or by special contract.

31
32 **L. MODIFICATIONS**

33 1. This contract may be modified at any time by the parties,
34 provided such modification is reduced to writing, signed by the
35 parties and approved by King County.

36 2. In the event that there is any material change in Chapter
37 36.62 Revised Code of Washington during the term of this contract,
38 both parties reserve the right to renegotiate those portions of the
39 contract affected by such changes, upon written notice to the other
40 party. If agreement cannot be reached, either party may terminate the
41 contract by giving no less than twenty-four (24) months' written
42 notice of termination to the other party.

M. DISPUTE RESOLUTION

1. In the event of a dispute or a notice of a proposed unilateral termination with respect to any matter related to this contract, except as provided in Section N.1 regarding financial exigency, the matter shall be referred to the Harborview Medical Center Joint Conference Committee established in the bylaws of the Trustees. For purposes of this section only, Trustees who would not otherwise be members of the Joint Conference Committee shall be ex-officio non-voting members of the Committee. The Joint Conference Committee shall meet within 90 days (the review period) of the referral of a dispute or notice of proposed unilateral termination to review the causes and circumstances of the dispute or proposed unilateral termination. Within that review period, the Committee shall make recommendations with regard to the asserted basis for the dispute or proposed unilateral termination and possible approaches to resolve the differences of the parties which might militate against termination. These recommendations shall be made to the President of the Board of Trustees of Harborview Medical Center and the Vice President for Medical Affairs for the University of Washington, who shall meet, review the recommendations, and attempt to reach an agreed resolution of the dispute. If they are unable to reach a mutual agreement with respect to the recommendation and resolution of the dispute, they shall advise the Board of Trustees of Harborview Medical Center and the President of the University of Washington of the dispute and the recommendations for its resolution from the Joint Conference Committee, as well as any recommendations for the resolution of the dispute they may have.

N. TERMINATION PROCESS

1. In the event that the University determines that support by the State Legislature is not sufficient to maintain the Medical Center as an effective teaching resource for the University, or that payment for services by public and private agencies is not sufficient to maintain the Medical Center as an effective health care resource for King County, the University may terminate this contract by giving the Trustees no less than twelve (12) months' written final notice. In such event, the University shall advise all other parties and the Ad Hoc Termination Review Committee, which shall proceed with the review of the matter, as provided in Section N.5.

2. In the event the Trustees determine that King County is not being adequately served by the Medical Center, as described in Section C, paragraph 5 of this contract, the Trustees may terminate this contract by giving the University no less than 24 months' written final notice, as set forth in paragraph 4 below.

1 3. A failure of either party to fulfill an express condition of
2 this contract shall constitute a cause for termination by the other
3 party.

4 4. In the event either party desires to terminate this contract
5 for reasons other than financial exigency, it shall, prior to issuing
6 a final notice of termination, advise the other party and initiate the
7 Dispute Resolution Process as set forth in Section M. If a party
8 still desires to terminate the contract, after the dispute resolution
9 process has been completed, that that party shall so advise the other
10 party and the Ad Hoc Termination Review Committee of the basis of its
11 desire to terminate.

12 5. The Ad Hoc Termination Review Committee shall consist of Six
13 (6) members: Three (3) members appointed by the President of the
14 University of Washington, one (1) member appointed by the President of
15 the Harborview Medical Center Board of Trustees, one (1) member by the
16 King County Executive, and one (1) member appointed by the Chair of
17 the King County Council.

18 6. The Ad Hoc Termination Review Committee shall meet within 90
19 days of the notice of continued desire to terminate (or with regard to
20 matters related to Section N.1 a proposed unilateral notice of
21 termination) to review the causes and circumstances of the notice of
22 continued desire to terminate or proposed unilateral termination.
23 Within that time, the committee shall make recommendations with regard
24 to the asserted basis for termination and possible approaches to
25 resolve the differences of the parties which might militate against
26 termination. The Committee shall also provide a recommended process
27 for transition in the event the differences are not resolved. For a
28 period of ninety (90) days after the Ad Hoc Termination Review
29 Committee (the "review period") has made its recommendations, all
30 parties shall consider such recommendations. The parties desiring to
31 terminate the contract shall give due consideration to the
32 recommendations of the Ad Hoc Termination Review Committee and shall
33 not issue a final notice of termination until expiration of the review
34 period. Thereafter the terminating party may proceed to terminate
35 this contract by providing twenty-four (24) months' final notice to
36 the other and signed as provided in this section, provided that in the
37 event of financial exigency a shorter notice may be provided but not
38 less than twelve (12) months.

39 7. The final notice of termination of this contract by the
40 County shall require, in addition to the signature of the terminating
41 party, the signature of the President of the Board of Trustees of
42 Harborview Medical Center, after consultation and approval of The
43 Harborview Medical Center Board of Trustees, and the County Executive
44 of King County after consultation and approval of the King County
45 Council. In the event of termination by the University of Washington,
46 the final notice of termination of this contract shall require the

1 signature of the President of the Board of Regents of the University
2 of Washington after consultation with the Board of Regents.

3

4 **O. ACCESS TO RECORDS**

5 1. The University agrees to provide access to records pursuant
6 to the provisions of Section 1861(v) (1) (I) of the Social Security
7 Act (42 USCA 1395x) with all the provisions contained in the
8 referenced statute and regulations.

9 2. The University as a contractor with the Medical Center
10 agrees as follows: Until the expiration of four years after the
11 furnishing of services pursuant to this contract, the University shall
12 made available, upon written request to the Secretary of Health and
13 Human Services, or upon request to the Comptroller General of the
14 United States, or any of their duly authorized representatives, the
15 contract, and books, documents and records of the University that are
16 necessary to certify the nature and extent of costs incurred by the
17 Medical Center under this contract.

18 3. If the University carries out any of the duties of this
19 contract, with a value or cost of \$10,000 or more over a 12-month
20 period, with a related organization, then the University agrees to
21 incorporate in the subcontract a clause to the effect that until the
22 expiration of four years after the furnishing of such services
23 pursuant to such subcontract, the related organization shall make
24 available, upon written request to the Secretary of Health and Human
25 Services, or upon request to the Comptroller of the United States, or
26 any of their duly authorized representatives, the subcontract, and
27 books, documents and records of such organization that are necessary
28 to certify the nature and extent of costs incurred by the Medical
29 Center under this contract.

1 P. INTEGRATION / WAIVER OF DEFAULT.

2 1. The parties agree that this contract is the complete
3 expression of the terms hereto and any oral or written representations
4 or understandings not incorporated herein are excluded. Both parties
5 recognize that time is of the essence in the performance of the
6 provisions of the contract. Waiver of any default shall not be deemed
7 to be a waiver of any subsequent default. Waiver or breach of any
8 provision of the contract shall not be deemed to be waiver of any
9 other or subsequent breach and shall not be construed to be a
10 modification of the terms of this contract.

11 Signed in Seattle, King County, Washington.

12
13 BOARD OF TRUSTEES OF
14 HARBORVIEW MEDICAL CENTER

15 _____
16
17 President

18
19 _____
20 Date

21
22
23 KING COUNTY EXECUTIVE

Approved as to Form:

24
25
26 _____
27 Deputy Prosecuting Attorney

28
29 _____
30 Date

31
32
33 BOARD OF REGENTS OF THE
34 UNIVERSITY OF WASHINGTON

Approved as to Form:

35
36 _____
37 President Assistant Attorney General

38
39 _____
40 Secretary

41
42 _____
43 Date

Harborview Medical Center fulfills its educational mission through commitment to the support of undergraduate, graduate, post-graduate and continuing education programs of the health professions of the University of Washington and other educational institutions, as well as programs relating to patient education.

Harborview Medical Center recognizes that the delivery of the highest quality of health care is enhanced by a strong commitment to teaching, community service and research.

Mission Statement

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Harborview Medical Center is owned by King County, governed by the Harborview Board of Trustees, and managed under contract by the University of Washington.

Harborview Medical Center is a comprehensive health care facility dedicated to the control of illness and the promotion and restoration of health. Its primary mission is to provide and teach exemplary patient care and to provide health care for those patients King County is obligated to serve.

The following groups of patients and programs will be given priority for care within the resources available as determined by the Board of Trustees:

- persons incarcerated in the King County Jail;
- mentally ill patients, particularly those treated involuntarily;
- persons with sexually transmitted diseases;
- substance abusers;
- indigents without third-party coverage;
- non-English speaking poor;
- trauma;
- burn treatment;
- specialized emergency care;
- victims of domestic violence; and
- victims of sexual assault.

While maintaining this priority commitment to patients and programs in the above categories, Harborview Medical Center also serves a broad spectrum of patients to maintain a balanced clinical program and fiscal viability.

Harborview's patient care mission is accomplished by assuming and maintaining a strong leadership position in the Pacific Northwest and the local community. This leadership role is nurtured through the delivery of health services of the highest quality to all of its patients and through effective use of its resources.

Harborview Medical Center plans and cooperates with other hospitals, public health providers, and the University of Washington to provide programs and services and avoid unnecessary duplication.

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10/17/95