20

# KING COUNTY

1200 King County Courthouse 516 Third Avenue Seattle, WA 98104

# Signature Report

# Ordinance 19810

**Proposed No.** 2024-0255.1 **Sponsors** Upthegrove 1 AN ORDINANCE approving and adopting a memorandum 2 of agreement negotiated by and between King County and 3 the King County Coalition of Unions representing 4 employees in the departments of adult and juvenile 5 detention, community and human services, elections, 6 executive services, judicial administration, information 7 technology, natural resources and parks, local services, 8 public defense, and public health, the sheriff's office, and 9 the Metro transit department, the assessor, the council, 10 district court, superior court, and the prosecuting attorney's 11 office; approving and adopting two memoranda of 12 agreement negotiated by and between King County and the 13 Joint Labor Management Insurance Committee of Unions 14 regarding insured benefits for represented benefits-eligible 15 employees identified by King County deemed eligible to 16 receive these benefits; and establishing the effective date of 17 the agreements. 18 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY: 19 SECTION 1. The memorandum of agreement negotiated by and between King

County and the King County Coalition of Unions representing employees in the

## Ordinance 19810

departments of adult and juvenile detention, community and human services, elections, executive services, judicial administration, information technology, natural resources and parks, local services, public defense, and public health, the sheriff's office, the Metro transit department, the assessor, the council, district court, superior court, and the prosecuting attorney's office, which is Attachment A to this ordinance, is hereby approved and adopted by this reference made a part hereof. The memoranda of agreements negotiated by and between King County and the Joint Labor Management Insurance Committee regarding insured benefits for Joint Labor Management Insurance Committee of Unions represented benefits-eligible employees identified by King County deemed eligible to receive these benefits, which are Attachments B and C to this ordinance, are hereby approved and adopted by this reference made a part hereof.

- 32 <u>SECTION 2.</u> Terms and conditions of the agreements shall be effective from
- January 1, 2025, through and including December 31, 2025.

Ordinance 19810 was introduced on 8/20/2024 and passed by the Metropolitan King County Council on 8/27/2024, by the following vote:

Yes: 7 - Balducci, Barón, Dembowski, Perry, Upthegrove, von Reichbauer and Zahilay

Excused: 2 - Dunn and Mosqueda

KING COUNTY COUNCIL KING COUNTY, WASHINGTON

Signed by:

E76CE01F07B14EF...

Dave Upthegrove, Chair

ATTEST:

--- DocuSigned by:

Melani Hay

Melani Hay, Clerk of the Council

APPROVED this \_\_\_\_ day of 9/5/2024 .

Down

Dow Constantine, County Executive

**Attachments:** A. Coalition Labor Agreement 2025 Extension [000U0124], B. Joint Labor Management Insurance Committee Benefits Agreement [000U0224], C. JLMIC Dispute Resolution Process [00U0324]

# MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND THE COALITION

**Subject:** Coalition Labor Agreement 2025 Extension

**Background:** King County (the County) and the King County Coalition of Unions (the Coalition) are parties to a Collective Bargaining Agreement effective January 1, 2021, through December 31, 2024 (2021-2024 CLA). The parties have bargained in good faith to address their interests relating to total compensation and regarding establishment of a 1-year extension agreement.

On June 4, 2024, the parties reached tentative agreement to the continuation of some terms and conditions of the 2021-2024 CLA that were scheduled to expire on December 31, 2024. The parties expressly agree the terms and conditions enumerated below modify the 2021-2024 CLA (including the below listed Memoranda of Agreement and Appendices) with King County.

The Coalition supports the terms of this MOA and recommends ratification of this MOA by each bargaining unit in the Coalition.

**Agreement:** The terms and conditions set forth in this MOA apply to all bargaining units whose Appendices are listed below.

- 1. <u>Successor CLA Bargaining</u> All parties commit to begin meeting in January of 2025, to begin successor total compensation bargaining of wages and benefits, including insured health benefits, for both small table and large table agreements.
- **2.** <u>COLA</u> Effective January 1, 2025, Coalition represented positions shall receive a cost-of-living adjustment (COLA) applied to 2024 base wages derived from the formula below. The known COLA for 2025 will be 4%.
  - A. COLA will be 95 percent of the average growth rate of the six prior bimonthly year-over-year percentages in the Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items, base period 1982-84=100) (CPI-W) through June of the year prior to the year in which the COLA will be applied. For example, the wage adjustment for January 1, 2025, shall be calculated as the average of the year-over-year percentages from the August 2023, October 2023, December 2023, February 2024, April 2024, and June 2024 values of the CPI-W.
  - **B.** A year-over-year change means the percentage change in the CPI-W for that measurement compared to the CPI-W for the same month the prior year. For example, the June 2024 year-over-year change is the percentage change in the June 2024 CPI-W compared to the June 2023 CPI-W.

- C. Regardless of the result calculated using this formula, the annual COLA shall not be more than 4% and shall not be less than 2%.
- **3.** <u>Coalition Incentive</u> The Coalition agrees to this MOA is the result of good faith bargaining, and will notify the King County Office of Labor Relations of the status of their member ratification votes on or before 5 pm on Monday, July 15, 2024. All members of the bargaining units participating in CLA bargaining and ratifying this MOA by July 15, 2024, will receive an additional 1.5% General Wage Increase (GWI) effective January 1, 2025.
- **4.** <u>JLMIC</u> The Joint Labor Management Insurance Committee (JLMIC) Agreement covering 2025 benefits is attached as King County document code 000U0224\_Health Benefits\_2025. This agreement expires December 31, 2025. Benefit plan design, county funding rate and employee contributions for 2026 will be a subject of Total Compensation bargaining commencing January 1, 2025. If the parties do not reach agreement on successor benefits in Total Compensation bargaining, the matter will be referred to the Dispute Resolution Process per subsection E below. This JLMIC Agreement includes the following changes, effective January 1, 2025, from the insured health benefits of the previous year:
  - **A.** There will be an increase of nine percent (9%) in county contributions over the 2024 funding rate of \$1600 (2025 funding rate=\$1744)
  - **B.** Added employee monthly contribution of \$75 Regence PPO/\$50 Regence AHN/\$0 Kaiser HMO.
    - **C.** The current emergency room copay is modified as follows:

15% coinsurance after \$200 copay/visit
Copayment applies to facility charges for each visit (waived if admitted)
whether or not the deductible has been met
ER OOP: members will continue to pay \$200 copay/visit (waived if
admitted) and 15% coinsurance until they reach the total out of pocket
maximum allowed under ACA.

- **D.** The current Benefit Access fee is modified as follows: \$200 monthly Regence PPO/\$75 monthly Regence AHN. The Kaiser HMO plan continues to be offered without a Benefit Access fee (\$0).
- **E.** Dispute Resolution process agreed upon by parties in May 2024 shall apply for total compensation benefit negotiations in 2025.
- **5.** The parties acknowledge that this Agreement is subject to approval by ordinance by the Metropolitan King County Council (the Council) of King County Washington.
- **6.** Any dispute involving the interpretation, application, or alleged violation of any provision of this Agreement shall be subject to the grievance/arbitration procedures in the Collective Bargaining Agreement between the County and the Coalition of Unions.
- 7. The parties have exhausted all bargaining obligations regarding the impacts on Coalition represented employees relating to the extension of terms and conditions of the below

listed 2021-2024 agreements and the parties agree bargaining will be closed through the duration of 2025.

- Coalition Labor Agreement: Agreement Between King County Coalition of Unions and King County
- Memorandum of Agreement: Longevity/Incentive Pay for Administrative Support Classifications
- Memorandum of Agreement: Cross-Jurisdictional Special Duty Assignments
- Appendix for 010: Agreement Between King County and Service Employees

  International Union, Local 925 -Department of Natural Resources and Parks –
  Parks and Recreation
- Appendix for 011: Agreement Between King County and Service Employees
  International Union, Local 925, Wastewater Treatment Division Department of
  Natural Resources and Parks
- Appendix for 012: Agreement Between King County and Service Employees
  International Union, Local 925 Department of Executive Services Facilities
  Management Division
- Appendix for 020: Agreement Between King County and Public Safety Employees Union Superior Court Clerks Judicial Administration
- Appendix for 021: Agreement Between King County and Public Safety Employees
  Union Legal Administrative Specialists Department of Judicial Administration
- Appendix for 030: Agreement Between King County and Service Employees
  International Union, Local 925 Involuntary Commitment Specialists Mental
  Health, Department of Community and Human Services
- Appendix for 035: Agreement Between King County and Office & Professional Employees International Union, Local 8 Department of Assessments
- Appendix for 037: Agreement Between King County and Office & Professional Employees International Union - Local 8 - Dental, Department of Public Health
- Appendix for 038: Agreement Between King County and Office & Professional Employees International Union, Local 8 Departments: Public Health (Prevention Division), Community and Human Services (Behavioral Health and Recovery Division)
- Appendix for 040: Agreement Between King County and Professional and Technical Employees, Local 17 Departments: Executive Services (FMD, FBOD, Airport, RALS), Natural Resources and Parks (Director's office, Parks, Solid Waste, Water and Land Resources) and Local Services (Permitting and Roads)
- Appendix for 043: Agreement Between King County and Professional and Technical Employees, Local 17 - Professional & Technical, Metro Transit Department
- Appendix for 046: Agreement Between King County and Professional and Technical Employees, Local 17 Departments of Local Services (Department Director's Office and Roads Division) and Executive Services (Airport and Fleet Divisions) Appendix for 048: Agreement Between King County and King County and Professional

- and Technical Employees, Local 17 Information Technology
- Appendix for 050: Agreement Between King County and Professional and Technical Employees, Local 17 Court Reporters Superior Court (Wages Only)
- Appendix for 055: Agreement Between King County and Professional and Technical Employees, Local 17 Department of Executive Services, Office of Emergency Management
- Appendix for 060: Agreement Between King County and Professional and Technical Employees, Local 17 Departments: Public Health, Community & Human Services
- Appendix for 065: Agreement Between King County and Professional and Technical Employees, Local 17 Supervisors Departments: Executive Services (Facilities Management Division, Fleet, Airport, Office of Emergency Management), Natural Resources and Parks (Parks, Solid Waste), and Local Services (Roads)
- Appendix for 066: Agreement Between King County and Professional and Technical Employees, Local 17 Section Managers Departments: Natural Resources and Parks (Solid Waste, Water and Land Resources), Local Services (Permitting and Roads), and Executive Services (Airport and Fleet)
- Appendix for 070: Agreement Between King County and Washington State Council of County and City Employees, Council 2, Local 21HD Department of Public Health
- Appendix for 080: Washington State Council of County and City Employees, Council 2, Local 21AD Department of Adult & Juvenile Detention
- Appendix for 090: Washington State Council of County and City Employees, Council 2, Local 21DC District Court (Wages Only)
- Appendix for 100: Agreement Between King County and International Brotherhood of Electrical Workers, Local 77, Departments of Information Technology, Local Services, Natural Resources and Parks, and Public Health
- Appendix for 153: Agreement Between King County and International Brotherhood of Teamsters Local 117, Capital Division Transit Capital Unit Managers and Transit Capital Supervisors – Metro Transit Department
- Appendix for 154: International Brotherhood of Teamsters Local 117 Professional & Technical and Administrative Employees
- Appendix for 155: Agreement Between King County and International Brotherhood of Teamsters, Local 117, Prosecuting Attorney's Office
- Appendix for 156: Agreement Between King County and International Brotherhood of Teamsters, Local 117, Professional, Technical and Administrative Support, Wastewater Treatment Division, Department of Natural Resources and Parks
- Appendix for 157: Agreement Between King County and International Brotherhood of Teamsters, Local 117, Supervisors, Wastewater Treatment Division, Department of Natural Resources and Parks
- Appendix for 159: Agreement Between King County and International Brotherhood of

- Teamsters, Local 117, Managers and Assistant Managers Wastewater Treatment Division, Department of Natural Resources and Parks
- Appendix for 160: Agreement Between King County an International Brotherhood of Teamsters, Local 174, Departments: Natural Resources and Parks, Local Services, and Executive Services
- Appendix for 170: Agreement Between King County and Animal Control Officers Guild, Department of Executive Services (Records and Licensing Services - Regional Animal Services of King County)
- Appendix for 191: Agreement Between King County and Public Safety Employees Union Non-Commissioned Department of Adult & Juvenile Detention
- Appendix for 192: Agreement Between King County And Public Safety Employees
  Union, Social Service Professionals Department of Community and Human
  Services
- Appendix for 193: Agreement Between King County and Public Safety Employees
  Union, Non-Commissioned Professional Employees King County Sheriff's Office
- Appendix for 212: Agreement Between King County and Public Safety Employees Union Communications Specialists Supervisors - King County Sheriff's Office
- Appendix for 214: Agreement Between King County and Public Safety Employees Union, Fire Investigator King County Sheriff's Office
- Appendix for 220: Agreement Between King County and Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763 - Department of Assessments
- Appendix for 260: Agreement Between King County and Washington State Council of County and City Employees, Council 2, Local 1652 Medical Examiners, Department of Public Health
- Appendix for 272: Agreement Between King County and Washington State Council of County and City Employees, Council 2, Local 2084 FM Department of Executive Services, Facilities Management Division
- Appendix for 273: Agreement Between King County and Washington State Council of County and City Employees, Council 2, Local 2084-SC Superior Court -Staff (Wages Only)
- Appendix for 274: Agreement Between King County and Washington State Council of County and City Employees, Council 2, Local 2084SC-S Superior Court Supervisors (Wages Only)
- Appendix for 275: Agreement Between King County And Washington State Council of County and City Employees, Council 2, Local 1652-R, Industrial and Hazardous Waste
- Appendix for 276: Washington State Council of County and City Employees, Council 2, Local 2084-S Department of Adult & Juvenile Detention (Juvenile Division Supervisors)
- Appendix for 296: King County Juvenile Detention Guild, Non-Supervisory Staff Juvenile Division, Department of Adult & Juvenile Detention

- Appendix for 330: Public Safety Employees Union Department of Adult & Juvenile Detention Management
- Appendix for 350: Agreement Between King County and Joint Crafts Council, Construction Crafts
- Appendix for 351: Agreement Between King County and International Union of Operating Engineers, Local 302, Equipment Operators – Departments: Natural Resources and Parks, Local Services, and Executive Services
- Appendix for 352: Agreement Between King County and International Brotherhood of Teamsters Local 117 Security Screeners - King County Sheriff's Office
- Appendix for 370: Agreement Between King County and King County Prosecuting Attorneys Association, Prosecuting Attorney's Office
- Appendix for 430: Agreement Between King County and Public Safety Employees Union, King County Civic Television King County Council
- Appendix for 446: Agreement Between King County and King County Maritime Coalition, Marine Division, Metro Transit Department
- Appendix for 447: Agreement Between King County and Professional and Technical Employees, Local 17, Staff Finance Department of Community and Human Services
- Appendix for 448: Agreement Between King County and Professional and Technical Employees, Local 17, Project Program Managers, Department of Community and Human Services
- Appendix for 450: Agreement Between King County and Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763 Communications Specialists - King County Sheriff's Office
- Appendix for 454: Agreement Between King County and International Brotherhood of Teamsters, Local 117, Legislative Analysts King County Council
- Appendix for 456: Agreement Between King County and International Brotherhood of Teamsters Local 117 Information Technology Managers and Supervisors Department of King County Information Technology, Executive Branch Departments; Department of Executive Services
- Appendix for 458: Agreement Between King County and Washington State Council of County and City Employees, Council 2, Local 2084-SC Superior Court Family Court Operations; Court Appointed Special Advocates Specialists and Attorneys CASA (Wages Only)
- Appendix for 459: Agreement Between King County and Technical Employees'

  Association, Staff Wastewater Treatment Division, Department of Natural
  Resources and Parks
- Appendix for 460: Agreement Between King County and King County Security Guild Security Officers, Dispatchers, Sergeants Department of Executive Services, Facilities Management Division
- Appendix for 461: Agreement Between King County and International Brotherhood of Teamsters Local 117 - Joint Units Agreement

- Appendix for 462: Agreement Between King County and Service Employees International Union, Local 925, Department of Public Defense
- Appendix for 463: Agreement Between King County and King County Regional AFIS Guild, Automated Fingerprint Identification System King County Sheriff's Office
- Appendix for 464: Agreement Between King County and Public Safety Employees
  Union, Non-Commissioned Professional Employees Supervisory King County
  Sheriff's Office
- Appendix for 465: Agreement Between King County and International Brotherhood of Teamsters, Local 117, Supervisors and Managers – Department of Public Defense
- Appendix for 467: Agreement Between King County and International Brotherhood of Teamsters, Local 117, Supervisors and Managers – Department of Public Defense Office of the Ombuds - King County Council
- 8. The parties agree that this rollover for the above listed agreements is effective once ratified by King County and fully enacted by Ordinance (having already been ratified by all Coalition Unions), through December 31, 2025.

# Ordinance 19810

MEMORANDUM OF AGREEMENT
Regarding Insured Benefits
January 1, 2025 through December 31, 2025
For Represented Benefits-Eligible Employees
By and Between
King County
And
Joint Labor Management Insurance Committee of Unions

Subject: Joint Labor Management Insurance Committee Benefits Agreement

WHEREAS, certain designated representatives of King County ("County") and the Joint Labor Management Insurance Committee of Unions ("Unions") signatory to this Memorandum of Agreement ("Agreement"), referred to hereafter as the "Parties," have agreed to participate in negotiations as members of the Joint Labor Management Insurance Committee ("JLMIC") for the purpose of negotiating the plan provisions and funding of the County's fully insured and self-insured medical, dental, vision, disability, accidental death and dismemberment, and life insurance programs ("insured benefits"); and

WHEREAS, the County and the Unions have agreed to a format for negotiating plan provisions and funding to meet the anticipated cost increases associated with providing insured benefits to represented, benefits-eligible employees; and

WHEREAS, the JLMIC agrees that for the term of this Agreement, insured benefits will include a wellness program, a Health Maintenance Organization Plan ("HMO"), a Preferred Provider Organization Plan ("PPO") and an Accountable Health Network Plan ("AHN"); and

WHEREAS, the JLMIC agrees to explore options that incent benefits-eligible employees to choose healthcare that is more effective and produces better health outcomes;

**NOW THEREFORE,** having bargained in good faith, the JLMIC hereby agrees to the following:

- 1. Scope of Agreement. The benefits described in this Agreement shall be offered by the County to all employees who are currently represented by the Unions signatory to the 2023-2024 JLMIC Health Benefits Memorandum of Agreement (000U0522). This Agreement does not apply to non-represented employees, although the County, at its discretion, may treat non-represented employees in the same way as the represented employees covered by this Agreement. This Agreement shall not be offered to any employees represented by the Amalgamated Transit Union, Local 587, the King County Police Officers' Guild, the Puget Sound Police Managers Association, and the Technical Employees' Association representing employees in Transit. All employees to which this Agreement applies shall be referred to as "JLMIC-Eligible Employees."
- 2. Continuation and Administration of JLMIC Protected Fund Reserve. The balance of the 2024 JLMIC Protected Fund Reserve ("PFR") shall be carried over to this Agreement and the PFR shall continue to be maintained for the purpose of funding, providing and maintaining insured benefits, and providing a reserve fund to self-insure

against unanticipated increases in the cost of those insured benefits, for JLMIC-Eligible Employees. It is expressly agreed that no funds from the PFR shall at any time be used for any other purpose except for benefits outlined in this Agreement, inclusive of Attachments and Memoranda of Agreement(s). It is further agreed that the County and organizations handling PFR funds have a responsibility to ensure that PFR funds are being used solely on behalf of JLMIC-Eligible Employees.

- 3. County Funding Rate. Commencing on January 1, 2025, the County shall contribute \$1744 per month on behalf of each JLMIC-Eligible Employee.
- 4. Insufficient County Funding. To the extent that the County's funding rate identified in Paragraph 3 and other yearly non-funding rate revenue (e.g., interest earnings, participant benefit access fees, employee monthly contributions, and other plan participant contributions such as COBRA payments), attributed proportionally to JLMIC-Eligible Employees, is at any time inadequate to fully fund the cost of providing insured benefits for JLMIC-Eligible Employees, the Parties agree that the PFR will be used to fund the difference until such time as the PFR is exhausted.
- **Excess County Funding.** To the extent that the County's funding identified in Paragraph 3, and other yearly non-funding rate revenue, attributed proportionally to JLMIC-Eligible Employees, provides greater funding than is necessary to fully fund the cost of insured benefits for JLMIC-Eligible Employees, the Parties agree that the excess shall be added to the PFR.
- 6. Modification to Health and Welfare Plan Provisions. The JLMIC is hereby empowered to negotiate and implement modifications to insured benefits for JLMIC-Eligible Employees during the term of this Agreement. The JLMIC will negotiate any changes to plan provisions and/or supplemental premium funding methodology to be effective on January 1 of the following calendar year.
- 7. Health and Welfare Plan Provisions. Insured benefits provisions for JLMIC-Eligible Employees during the term of this Agreement shall be as described in Attachment A, including but not limited to maintaining the JLMIC-Eligible Employees' out-of-pocket costs for the HMO, PPO and AHN plans, unless otherwise modified by the Parties or modified pursuant to the terms of this Agreement. The Parties hereby agree that modifications will be by written agreement subject to ratification, as necessary.
- 8. Health Reimbursement Arrangement (HRA) Voluntary Employees Beneficiary Association (VEBA). The County will continue to offer HRA VEBA benefits to JLMIC-Eligible Employees as described in Attachment B.
- 9. Medical or Dental Plan(s) Options. During the term of this Agreement, the Parties may add plan(s) option(s) beyond the HMO, PPO and AHN medical plans and Delta Dental and Cigna plans for the 2025 benefits year.
- 10. Scope and Purpose of the Annual Reconciliation Meeting. The JLMIC will convene a reconciliation meeting no later than April 15th of each calendar year to review the insured benefits expenditures for the prior year, projected expenditures for the current and future year(s), plan provisions, and any other information or factors that the JLMIC deems relevant.

- 11. Dispute Resolution. If at any time during the term of this Agreement, the PFR is projected to fall below \$15,000,000, the JLMIC will open negotiations to consider plan design changes and cost-sharing (e.g., copays, premiums) to be implemented by the following January 1. If the JLMIC is unable to reach agreement on such modifications by June 1st of any calendar year, the matter will be submitted to a panel of three (3) subject matter experts ("Panel") for final and binding resolution, whose decision must be issued no later than August 15 of the same calendar year. The Panel shall be comprised of one expert selected by the County, one (1) expert selected by the Unions, and one (1) expert selected jointly by the two (2) selected partisan experts. The Parties agree to cooperate to present relevant information to the Panel in sufficient time for the Panel to issue a decision by August 15th. The Panel shall be empowered to make plan design changes and/or cost sharing (e.g., copay, premiums) and/or County contribution increases. The costs of the Panel shall be paid out of the PFR.
- **Subsequent Agreement.** The Parties agree to commence negotiations for a successor insured benefits agreement (to be effective starting January 1, 2026) no later than January of 2025.
- 13. Total Agreement. This Agreement constitutes the entire agreement with respect to the matters covered herein, and no other agreement, statement or promise made by any party which is not included herein shall be binding or valid. This Agreement may be modified or amended only by a written agreement.
- **14. Term.** This Agreement shall be in effect following adoption of an ordinance by the King County Council, from January 1, 2025 through December 31, 2025.

For the Joint Labor Management Insurance Committee of Unions:

Docusigned by:	
Michael Gonzalez	7/22/2024
Michael Gonzales, Senior Business Agent	Date
General Teamsters Union, Local 174	
Co-Chair, Joint Labor Management Insurance Committee	
_	
—DocuSigned by:	
Maria Williams	7/22/2024
Maria Williams, President and Director of Representation	Date
Teamsters Local Union No. 117	
Co-Chair, Joint Labor Management Insurance Committee	

For King County:

DocuSigned by: Meyan Pedersen	7/22/2024
Megan Pedersen, Director Office of Labor Relations, King County Executive Office	Date
Co-Chair, Joint Labor Management Insurance Committee	
DocuSigned by:	7/15/2024
David S. Levin, Senior Labor Relations Negotiator	Date
Office of Labor Relations, King County Executive Office	
Co-Chair, Joint Labor Management Insurance Committee	

# 000U0224\_Attachment A

# 2025 Medical Plan Quick Comparison: Regular Employees

Plan Feature (In-network)	SmartCare HMO (Kaiser)	KingCare Select AHN (Regence & CVS)	KingCare PPO (Regence & CVS)
Provider Choice	A primary care provider coordinates care through the plan network. You may self-refer to many Kaiser specialists. No coverage for out-of- network care unless approved/referred.	A primary care doctor helps you coordinate your care within your network. Referrals are not required. You save the most by staying in-network, but you can go out-of-network for a higher cost.	You may choose any qualified provider, but your out-of-pocket costs are lowest when you use network providers.
Out-of-area coverage	See next page.	See next page.	See next page.
Employee Monthly Contribution	\$0	\$50	\$75
Benefit Access Fee <sup>1</sup>	\$0	\$75	\$200 per month
Deductible <sup>2</sup>	Single \$0 Family \$0	Single \$100 Family \$300	Single \$300 Family \$900
Out-of-Pocket Limit <sup>3</sup>	Single \$1,000 Family \$2,000	Single \$1,100 Family \$2,400	Single \$1,100 Family \$2,500
Prescription Out-of- Pocket Limit	Single & Family \$0 Copays apply to out of pocket maximum	Single \$1,500 Family \$3,000	Single \$1,500 Family \$3,000
	Your cost—after	deductible—using in-network providers4	
Emergency Room	\$100 copay	15% after \$200 copay/visit.  Copayment applies to facility charges for each visit (waived if admitted) whether or not the deductible has been met.  Emergency Room Out-of-Pocket Limit: members will continue to pay \$200 copay/visit (waived if admitted) and 15% coinsurance until they reach the total out of pocket maximum allowed under the Affordable Care Act (ACA). <sup>5</sup>	15% after \$200 copay/visit  Copayment applies to facility charges for each visit (waived if admitted) whether or not the deductible has been met.  Emergency Room Out-of-Pocket Limit: members will continue to pay \$200 copay/visit (waived if admitted) and 15% coinsurance until they reach the total out of pocket maximum allowed under the Affordable Care Act (ACA). <sup>5</sup>

Benefits, Payroll & Retirement Operations 206-684-1556 KC.Benefits@KingCounty.gov



Plan Feature (In-network)	SmartCare HMO (Kaiser)	KingCare Select AHN (Regence & CVS)	KingCare PPO (Regence & CVS)
Hospital-Inpatient	\$200 copay	10%	15%
Labs, X-ray, Tests	0%	10%	15%
Mental Health	Outpatient: \$20 copay Inpatient: \$200 copay	Outpatient therapy services: \$20 copay Outpt non-therapy services & inpt services: 10%	15%
Office Visits	\$20 copay	\$20 (no deductible)	15%
Prescription Drugs (retail 30-day supply)	Generic: \$10 copay Preferred brand: \$20 copay Non-preferred brand: \$30 copay	Generic: \$5 copay Preferred brand: \$25 copay Non-preferred brand: \$75 copay	Generic: \$7 copay Preferred brand: \$30 copay Non-preferred brand: \$75 copay
Urgent Care	\$20 copay	\$20 copay	15%

DISCLAIMER: This chart should be used as a general guide only. For specific plan details, refer to the governing documents at KingCounty.gov/Plan-Details.

- 1. Benefit Access Fee: The cost to add a spouse/state-registered domestic partner who has access to medical coverage through an employer.
- 2. Deductible: The amount you pay per year before the plan begins to pay.
- 3. Out-of-pocketlimit: The most you could pay per year for your share of the costs of covered services, including the deductible, copays, and coinsurance.
- 4. All services must be medically necessary. See plan guide for details, limits, restrictions, and preauthorization requirements.
- 5. In 2024, the ACA limit is \$9,450 individual/\$18,900 family. Because the Regence plans already have an annual out-of-pocket limit for prescriptions of \$1500 individual/\$3000 family, the adjusted out-of-pocket limit for ER medical costs will be \$7,950/\$15,900.

# **2025 Out-of-Network Coverage:** Regular Employees

Plan Feature	SmartCare HMO	KingCare Select AHN	<b>KingCare PPO</b>
(Out-of-network)	(Kaiser)	(Regence & CVS)	(Regence & CVS)
Out-of-Area Coverage	Covered care is available at out-of-area Kaiser Permanente facilities—call Member Services to set up access. No coverage for out-of-network care unless approved/referred. If outside the Kaiser area, urgent and emergency care is covered at any provider.	When seeking care outside your network, covered services are reimbursed at the out-of-network benefit level, which is significantly lower. Emergency care is covered the same anywhere.	Same coverage as when home, through Regence and CVS Caremark® national provider networks. Your out-of-pocket costs are lowest when you use network providers. Emergency care is covered the same anywhere.
Deductible <sup>1</sup>	Single \$0	Single \$500	Single \$300
	Family \$0	Family \$1,500	Family \$900
Out-of-Pocket Limit <sup>2</sup>	Single \$1,000	Single \$2,500	Single \$1,900
	Family \$2,000	Family \$5,500	Family \$4,100
Emergency Room	\$100 copay	15% after \$200 copay/visit  Copayment applies to facility charges for each visit (waived if admitted) whether or not the deductible has been met.  Emergency Room Out-of-Pocket Limit: members will continue to pay \$200 copay/visit (waived if admitted) and 15% coinsurance until they reach the total out of pocket maximum allowed under the Affordable Care Act (ACA).4	15% after \$200 copay/visit  Copayment applies to facility charges for each visit (waived if admitted) whether or not the deductible has been met.  Emergency Room Out-of-Pocket Limit: members will continue to pay \$200 copay/visit (waived if admitted) and 15% coinsurance until they reach the total out of pocket maximum allowed under the Affordable Care Act (ACA).4
What you pay for most covered services <sup>3</sup>	100% (Plan pays 0%)	40% after deductible & copays, until you reach the out-of-pocket limit. (Plan pays 60%.)	40% after deductible & copays, until you reach the out-of-pocket limit. (Plan pays 60%.)

DISCLAIMER: This chart should be used as a general guide only. For specific plan details, refer to the governing documents at KingCounty.gov/Plan-Details.

- 1. Deductible: The amount you pay per year before the plan begins to pay.
- 2. Out-of-pocketlimit: The most you could pay per year for your share of the costs of covered services, including the deductible, copays, and coinsurance.
- 3. All services must be medically necessary. See plan guide for details, limits, restrictions, and preauthorization requirements.
- 4. In 2024, the ACA limit is \$9,450 individual/\$18,900 family. Because the Regence plans already have an annual out-of-pocket limit for prescriptions of \$1500 individual/\$3000 family, the adjusted out-of-pocket limit for ER medical costs will be \$7,950/\$15,900.

Benefits, Payroll & Retirement Operations 206-684-1556 KC.Benefits@KingCounty.gov



# ATTACHMENT B

# MEMORANDUM OF AGREEMENT

Regarding HRA VEBA January 1, 2025 through December 31, 2025

For Represented Benefits-Eligible Employees
By and Between
King County

And

Joint Labor Management Insurance Committee of Unions

Whereas, the parties have negotiated employees' participation in the Health Reimbursement Arrangement (HRA) Voluntary Employees Beneficiary Association (VEBA) Medical Reimbursement Plan for Public Employees in the Northwest since 2007; and

Whereas, the parties seek to clarify, update and make consistent the HRA VEBA options and elections process available to King County employees; and

Whereas, the parties have negotiated in good faith; now

**Therefore**, the parties hereby agree to the following HRA VEBA-related provisions:

1. The County adopted the HRA VEBA Plan in 2007. The HRA VEBA Plan is a tax-exempt trust authorized by Internal Revenue Code Section 501(c)(9). Under the IRS code requirements, if a VEBA bargaining unit opts to participate in the HRA VEBA Plan, all eligible employees in positions covered by the bargaining unit must participate. The specific VEBA funding options put in place via the agreed upon King County VEBA elections process will remain in effect for that bargaining unit, unless specific action is taken through this same process to amend or terminate it.

The following options are currently available to participating bargaining units:

- a. Sick Leave Cash Out at Retirement VEBA Option: If a retiring employee is in a VEBA bargaining unit that has opted to participate in the HRA VEBA Plan and has elected this option, the County will transfer funds equal to that participating employee's cash out of eligible, compensable sick leave tax-free to a VEBA trust account on that employee's behalf at their retirement. These funds will be transferred to the HRA VEBA account in lieu of the regular cash out to the employee, not in addition to the regular cash out. The funds will be available to the member to pay for eligible health care-related expenses after retirement. De minimis amounts under \$200 will not be subject to the HRA VEBA provisions and will be paid out directly to the employee and subject to appropriate supplemental taxes.
- **b.** Vacation Cash Out at Retirement Option: If a retiring employee is in a bargaining unit that has opted to participate in HRA VEBA and has elected this

option, the County will transfer funds equal to fifty (50) percent of that participating employee's cash out of eligible vacation leave tax-free to an HRA VEBA trust account on that employee's behalf at their retirement. These funds will be transferred to the HRA VEBA account in lieu of the regular cash out to the employee, not in addition to the regular cash out. The funds in the HRA VEBA Plan will be available to the member to pay for eligible health care-related expenses after retirement. De minimis amounts under \$200 will not be subject to the HRA VEBA provisions and will be paid out directly to the employee and subject to appropriate supplemental taxes.

The parties understand that the VEBA options and elections process must comply with applicable law, and options available or conditions placed on specific options may change from time to time as necessary to comply with legal and systems requirements. Should the County need to change options or process due to legal requirements or systems changes, it will so notify unions and discuss such changes in the Joint Labor Management Insurance Committee (JLMIC).

Unions opting to conduct a VEBA election must report election results for each bargaining unit to King County BPROS using the King County standardized form found on the BPROS Website. If there are discrepancies in the parties' understandings of the makeup of the individual bargaining units, the parties will meet to discuss and resolve the issue.

Unions may conduct VEBA elections once per year, if they so choose. Election results must be received by King County BPROS by the last Friday in June each year, for implementation the following year. Bargaining Units that are participating in the HRA VEBA Plan and wish to terminate, or who wish to change their options, may do so via the above referenced election process and agreed upon reporting process. Union representatives must notify the King County BPROS no later than the last Friday in June of 2025, using the County's standardized VEBA elections report form, of the VEBA Program Option election results for each County identified bargaining unit.

Bargaining units that are not currently participating in the HRA VEBA Plan may elect to participate in the HRA VEBA Plan effective January 1, 2025, by following the VEBA election and reporting process outlined in this Memorandum of Agreement.

- 2. Irrevocability. Contributions to HRA VEBA are irrevocable and will be available to provide payment for health care-related expenses incurred by the participating employee, their spouse, and eligible dependents until exhausted, as provided for by the terms of the HRA VEBA Plan and regardless of any subsequent changes to future contributions elected by the bargaining unit.
- 3. The parties agree that a standardized VEBA elections process is in their best interests and that they consequently may meet from time to time in JLMIC to discuss changes that may

contribute to the efficiency of this process.

- **4. Total Agreement.** This Agreement is the complete and final agreement on the subject of VEBA elections (in addition to any applicable collective bargaining agreement provisions) between the parties, and may be modified or amended only by a written amendment executed by all parties hereto.
- **5. Severability.** The provisions of this Agreement are intended to be severable. If any term or provision of this Agreement is deemed illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- **6. Term.** This Agreement shall be effective January 1, 2025, through December 31, 2025, consistent with the duration of the JLMIC Benefits Agreement, and any successor to this Memorandum of Agreement is intended to track with future JLMIC Benefits Agreements.

For the Joint Labor Management Insurance Committee of Unions:

DocuSigned by:	
Michael Gonzalez	7/22/2024
Michael Gonzales, Senior Business Agent General Teamsters Union, Local 174 Co-Chair, Joint Labor Management Insurance Committee	Date
DocuSigned by:	
Maria Williams	7/22/2024
Maria Williams, President and Director of Representation Teamsters Local Union No. 117 Co-Chair, Joint Labor Management Insurance Committee	Date
For King County:	
DocuSigned by:	
Meyan Pedersen	7/22/2024
Megan Pedersen, Director Office of Labor Relations, King County Executive Office Co-Chair, Joint Labor Management Insurance Committee	Date
Office of the second of the se	7/15/2024
David S. Levin, Senior Labor Relations Negotiator Office of Labor Relations, King County Executive Office Co-Chair, Joint Labor Management Insurance Committee	Date

# Ordinance 19807 MEMORANDUM OF AGREEMENT Regarding Insured Benefits January 1, 2025 through December 31, 2025 For Represented Benefits-Eligible Employees By and Between King County And Joint Labor Management Insurance Committee of Unions

**Subject: JLMIC Dispute Resolution Process** 

# **Background:**

- 1. Management and Union representatives of the JLMIC have met to discuss how Paragraphs 11 and 12 of the current JLMIC will function, should the dispute resolution process be needed. The Parties hereby enter into this Agreement to memorialize those terms.
- 2. For reference, the following is excerpted from the JLMIC Memorandum of Agreement (000U0224):
  - 11. **Dispute Resolution.** If at any time during the term of this Agreement, the PFR is projected to fall below \$15,000,000, the JLMIC will open negotiations to consider plan design changes and cost-sharing (e.g., copays, premiums) to be implemented by the following January 1. If the JLMIC is unable to reach agreement on such modifications by June 1st of any calendar year, the matter will be submitted to a panel of three (3) subject matter experts ("Panel") for final and binding resolution, whose decision must be issued no later than August 15 of the same calendar year. The Panel shall be comprised of one expert selected by the County, one (1) expert selected by the Unions, and one (1) expert selected jointly by the two (2) selected partisan experts. The Parties agree to cooperate to present relevant information to the Panel in sufficient time for the Panel to issue a decision by August 15th. The Panel shall be empowered to make plan design changes and/or cost sharing (e.g., copay, premiums) and/or County contribution increases. The costs of the Panel shall be paid out of the PFR.
  - **12. Subsequent Agreement.** The Parties agree to commence negotiations for a successor insured benefits agreement (to be effective starting January 1, 2026) no later than January of 2025.

# **Agreement:**

# Rules for activation of the dispute resolution process (formalized process and hearing):

1. The parties should name their partisan experts as soon as possible and before May 15<sup>st</sup> of the year in which the parties invoke the dispute resolution process. The role of the partisan panel members in the dispute resolution process is to advocate on behalf

- of their clients. Resources will be provided to the panel to do costing models and calculations. A role of the partisan panel members is to assist with calculations, using shared models and tools.
- 2. The parties' partisan experts should name the neutral expert right away, and that expert should be contacted and retained by June 1st. The partisan panelists will convey to the neutral expert the timelines and requirements for fulfilling the neutral expert role. The panelists may only select a neutral expert who agrees to hear and decide this case entirely between June 1 and August 15 (per paragraph 11).
- 3. The variables that are up for renewal, per the current JLMIC structure, are listed below. Any items that remain unresolved in the bargaining process shall be submitted to the panel.
- 4. The underlying authority of the panel is in the JLMIC Agreement paragraph 11: "The Panel shall be empowered to make plan design changes and/or cost sharing (e.g., copay, premiums) and/or County contribution increases." The panel is not empowered to alter the \$15 million distress threshold for the PFR. Only the parties may agree to an alteration of the critical level.
- 5. Joint statements and exhibits: The parties will endeavor to develop joint exhibits to the panel, that will include:
  - a. A joint statement about the history of the JLMIC.
  - b. Jointly agreed information about the JLMIC's historic financing and current projections.
  - c. If possible, a joint statement about the tasks for the panel. If the parties are unable to agree on the parameters of what the panel is tasked with determining, then they will present their own versions, much as when there is a disagreement about a statement of the issue in an arbitration case.
- 6. At least seven days prior to the hearing described below, the parties will submit their final proposals to each other and the panel, as well as supporting materials (exhibit binders, written arguments in support, etc.).
- 7. As soon as possible after June 1, the panel will convene a one-day in-person meeting of the panel as well as the invited guests of each party, to discuss and share the parties' final proposals and exhibits, and to answer questions by the panelists.
- 8. The panel will determine its process for considering the case. In all likelihood, the two partisan panel members will serve the role of clarifying matters that the neutral panel member may have. The partisan panel members will also assist with the costing model and calculations. The partisan panel members are not restricted from talking to their respective sides.
- 9. The panel must submit a ruling no later than August 15, but is encouraged to do so sooner. No extensions will be granted to the panel.
- 10. The panel is empowered to adopt either party's proposals or find common ground in between the competing proposals. In no event shall the panel be empowered to exceed the range between the parties' proposals (for example, if one party is proposing \$X and the other party is proposing \$Y, the panel must issue a decision within that range).

11. The panel will be expected to complete a form that fills in these variables and decisions by the panel for any of the plans agreed to or modified as a result of this process. In addition to completing the form, the panel will issue a written narrative decision that expounds on its rational on making plan design changes and/or cost sharing (e.g., copay, premiums) and/or County contribution.

For the Joint Labor Management Insurance Committee of Unions:

DocuSigned by:	
Michael Gonzalez	7/22/2024
Michael Gonzales, Senior Business Agent General Teamsters Union, Local 174 Co-Chair, Joint Labor Management Insurance Committee	Date
DocuSigned by:	
Maria Williams	7/22/2024
Maria Williams, President and Director of Representation Teamsters Local Union No. 117 Co-Chair, Joint Labor Management Insurance Committee	Date
For King County:  —Docusigned by:  Meyan Pedersen	7/22/2024
Megan Pedersen, Director	Date
Office of Labor Relations, King County Executive Office Co-Chair, Joint Labor Management Insurance Committee	Date
DocuSigned by:	7/15/2024
7FF9183D721F453	7/15/2024
David S. Levin, Senior Labor Relations Negotiator	Date
Office of Labor Relations, King County Executive Office	
Co-Chair, Joint Labor Management Insurance Committee	

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Melani Hay

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King County Council

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**Dow Constantine** 

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King County Executive

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Ames Kessler akessler@kingcounty.gov

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.