

SKAMANIA COUNTY BOARD OF COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648
Agenda for June 30, 2020

Commissioner Meetings are open to public attendance with limited available seating, exercising social distancing. Seating will be on a first come, first serve basis. If there is more attendance than seating, you will be asked to leave the Courthouse and phone in using ZOOM using the following numbers.

1 346 248 7799 US 1 312 626 6799 US
1 646 558 8656 US 1 669 900 9128 US
1 253 215 8782 US
1 301 715 8592 US

Meeting ID: 813 4248 1018

Join Zoom Meeting

- Audio only from your computer <https://us02web.zoom.us/j/81342481018>

WRITTEN PUBLIC COMMENTS ACCEPTED AND ENCOURAGED BY MONDAY PRECEDING THE MEETING AT NOON. If you wish written comments to be listed on the agenda, they need to be submitted to the Clerk of the Board by noon on Thursday preceding the Tuesday meeting, otherwise they will be held for the following Tuesday. slack@co.skamania.wa.us

Tuesday, June 30, 2020

9:30 AM Call to Order,
 Pledge of Allegiance

Public Comments - (3 minutes) – See message above regarding seating in the Commissioner’s Meeting Room

Consent Agenda Items will be considered and approved on a single motion. Any Commissioner may, by request, remove an item from the agenda prior to approval.

1. Minutes of May 27-28, 2020 meeting
2. Letter of re-appointment to Julie DeSmith for the Columbia Gorge Housing Authority as the public representative
3. Letter of re-appointment to Gabe Spencer for the Columbia Gorge Housing Authority
4. Contract Amendment #1 with Area Agency on Aging & Disabilities of Southwest Washington
5. Contract with Fickett Structural Solutions for high cost bridge inspections
6. Contract with Entrust Community Services for Developmental Disabilities program services
7. Contract with Entrust Community Services for Developmental Disabilities program services
8. Contract with WR Business Directions for Developmental Disabilities program services

Voucher Approval

Safety Committee Report

Meeting Updates

10:00 AM Department Head reports

SKAMANIA COUNTY BOARD OF COMMISSIONERS
Skamania County Courthouse
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Agenda for June 30, 2020 Continued

11:00 AM Workshop with Financial Management Office, Elected Officials, and Department Heads to discuss CARES/FEMA funding

Lunch

3:00 PM Discussion and consider approval of Resolution 2020-23, Opposing Proposed Revisions to the Columbia River Gorge Management Plan Policies for Urban Area Boundary Revisions

4:00 M Discussion and consider approval of Return to Work Guidelines/Policy

Adjourn

BOARD OF SKAMANIA COUNTY COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648

Minutes for Meeting of May 27, 2020

The Commissioners business meeting was called to order at 9:30 a.m. on May 27, 2020 at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Pledge of the Allegiance was led by Debbie Slack, Clerk of the Board.

Mary Repar, County resident commented via ZOOM on COVID 19 openings, testing, and porta potties placed throughout the County.

Commissioner Mahar moved, seconded by Commissioner Lannen and motion carried unanimously to approve the Consent Agenda as follows:

1. Minutes for meeting of May 19, 2020
2. Renewal of liquor licenses for Gorge Crest and White Salmon Vineyards
3. Contract with USDA Forest Service to provide correction work crew to work on Federal lands in the Gifford Pinchot National Forest

Commissioner Lannen moved, seconded by Commissioner Mahar and the motion carried unanimously to approve vouchers in the amount of \$184,943.94 with \$30,983.87 being Current Expense, covering warrants numbers 176854 through 176907.

The Board reported on meetings they attended. Commissioner Lannen reports on a WSAC call regarding COVID 19. He also attended Incident Command meetings and reported a call with the Forest Service was cancelled. Commissioner Hamlin reported on a WSAC call, a letter to the Governor, CARES funding, Stevenson Downtown Association meeting, Homeless Housing meeting and a call with Representative Gina Mosbrucker to discuss COVID. Commissioner Mahar reported that he had been away the previous week

The Board met for Department Head reports.

- Tim Elsea, Public Works Director/County Engineer reported that a warehouse is fully stocked with COVID 19 Personal Protective Equipment. He also reported on Fracture Critical Bridge Inspections, stormwater and franchise code revisions, and ditching. Tim reported on the DriFi project, a meeting to take place the next day with Commissioner Lannen and IT staff. He reported buildings and grounds staff worked on plumbing and fire door repairs at the Jail and testing of the panic system.
- Kirby Richards, Community Health Director discussed her needs for a panic system. She also reported on a Registered Nurse interview for Public Health position. More information was to be reported at the Board of Health meeting that afternoon.

Prosecutor Adam Kick spoke to the Board regarding an appointment for a Special Prosecutor to provide information on a recall case filed by Matt L'Hommedieu.

The meeting recessed at 10:14 a.m. and reconvened at 11:00 a.m. with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board participated in a workshop with the Financial Management Office, Elected Officials, and Department Heads to discuss County finances. Revenues and Expenditures for April were presented and discussed with the Board by Heidi Penner, Financial Management Administrator. She also handed out the Resolution for the Adoption of the 2021 Budget for the Board to look over for changes. CARES funding was discussed including potential reimbursable eligibility requirements, information dissemination, contract information, CARES Committee, and FEMA funding. A “wish list” and budgeting were discussed for distribution of the CARES funding. The FEMA contract will end in 2024, and the CARES funding ends October 31, 2020. Indirect cost rates, and administration fees were discussed, as well as the FEMA match of 12.5%. Discussion also included what has been spent, what qualifies, and what other grants have been awarded to the County from CARES. Information technology needs were discussed including purchasing of laptops for remote desktops, VPN devices, and the potential of hiring an outside IT consultant for implementation of CARES funded programs and equipment. The contract for the CARES funding with Department of Commerce was discussed.

The meeting recessed at 12:00 p.m. and reconvened the same day at 2:24 p.m. with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

Commissioner Lannen moved, seconded by Commissioner Mahar and the motion carried unanimously to approve rescinding and cancelling an order of the Health Officer for Closure of Recreational Hiking in Skamania County, the original order was issued on March 23, 2020.

The meeting recessed at 2:25 p.m. and reconvened the next day, May 28, 2020 at 10:11 a.m. with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board held an Executive Session pursuant to RCW 42.30.110(1)(i), litigation with Special Prosecutor, Pam Loginsky for 30 minutes.

The meeting recessed at 10:41 a.m.

The meeting reconvened at 2:43 p.m. the same day with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present. There was no further business for the week. The meeting adjourned at 2:44 p.m.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Commissioner

Commissioner

Clerk of the Board

Commissioner

Aye _____
Nay _____
Abstain _____
Absent _____



**SKAMANIA COUNTY BOARD
OF COMMISSIONERS**

Skamania County Courthouse
240 NW Vancouver Ave | PO Box 790
Stevenson, WA 98648

(509)427-3700

Richard Mahar
District 1

Tom Lannen
District 2

Bob Hamlin
District 3

June 30, 2020

Julie DeSmith
PO Box 551
Carson, WA 98610

Dear Ms. DeSmith:

We are pleased to inform you that on June 30, 2020, the Board of County Commissioners reappointed you to serve on the Columbia Gorge Housing Authority as a representative for the Public. Your appointment is a three year term ending on July 19, 2023.

Thank you for your interest in serving on this Board.

Sincerely,

Bob Hamlin
Chair

cc: Columbia Gorge Housing Authority



COLUMBIA GORGE HOUSING AUTHORITY

Authority

RCW 35.82

Resolution 2007-09

Requirements

The Authority shall be governed by a board of five (5) commissioners composed of two commissioners each to be appointed by the respective boards of county commissioners of the County and Klickitat County (any or all of which may be county commissioners) and one commissioner to be appointed by the Mayor of the City (which may be the Mayor).

Each commissioner shall hold office for a term of three (3) years, except that the terms of the initial commissioners shall be staggered such that one commissioner shall serve an initial term of one year, and two commissioners shall serve initial terms of two years. Any commissioner may be removed from office, in accordance with RCW 35.82.060, by the applicable board of county commissioners or the Mayor, as applicable. Any vacancy created by the removal of a commissioner shall be filled by appointment by the Mayor or the applicable board of county commissioners.

Appointee

3 Year Terms-Expiration

Skamania County	Gabe Spencer	02/28/2023	Representing Commissioners
Skamania County	Julie DeSmith	07/19/2023	Representing Public

Klickitat County
Klickitat County
City of Goldendale



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Richard Mahar
District 1

Tom Lannen
District 2

Bob Hamlin
District 3

June 30, 2020

Gabe Spencer
Skamania County Assessor
P.O. Box 790
Stevenson, WA 98610

Dear Gabe:

We are pleased to inform you that on June 30, 2020, the Board of County Commissioners reappointed you to serve on the Columbia Gorge Housing Authority as a representative for Skamania County. Your appointment is a three year term ending on February 28, 2023.

Thank you for your continued interest in serving on this Board.

Sincerely,

Bob Hamlin
Chair

cc: Columbia Gorge Housing Authority



COLUMBIA GORGE HOUSING AUTHORITY

Authority

RCW 35.82

Resolution 2007-09

Requirements

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Appointee

3 Year Terms-Expiration

Skamania County	Gabe Spencer	02/28/2023	Representing Commissioners
Skamania County	Julie DeSmith	07/19/2023	Representing Public

Klickitat County
Klickitat County
City of Goldendale

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Senior Services Department	 Signature
<u>AGENDA DATE</u>	6/30/2020	
<u>SUBJECT</u>	AAADSW COVID-19 Funding Amendment 1	
<u>ACTION REQUESTED</u>	Sign Contract	

SUMMARY/BACKGROUND-

AAADSW Contract Amendment No.1 to provide additional monies for senior nutrition services; congregate and home delivered, as well as senior transportation. Funding is provided through Coronavirus Aid, Relief and Economic Security Act (CARES).

FISCAL IMPACT -

\$25,514-No county match required

RECOMMENDATION

Sign the contract amendment

LIST ATTACHMENTS

AAADSW Contract Amendment 1

Sophie Miller

From: Zornes, Nellya P. (DSHS/AL TSA/AAADSW) <nellya.zornes@dshs.wa.gov>
Sent: Wednesday, June 24, 2020 9:48 AM
To: Sophie Miller
Cc: Springob, Mikayla A. (DSHS/AL TSA/AAADSW); Debbie Slack; Amanda Hertel
Subject: Amendment #1 for AAADSW 2020 COVID-19 Nutrition & Transportation Contract
Attachments: 10_COVID-19_Transp_SOS_March_2020_Amendment 1.docx

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Sophie,

Enclosed is the above referenced amendment for your review and signing.

Please mail two copies of the signed amendment to me at the address below.

Thank you,

Nellya Zornes

Contracts & Data Support Specialist
Area Agency on Aging & Disabilities of Southwest Washington
201 NE 73rd Street
Vancouver, WA 98665
Phone (360) 735-5713
Fax (360) 696-4905
<http://www.HelpingElders.org>



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COVID-19 Response Senior Nutrition Services and COVID-19 Response Senior Transportation Services

COVID-19 Contract Amendment No. 1

Skamania County Senior Services (Contractor)

SUBJECT: Amendment No. 1 to the COVID-19 Response Senior Nutrition Services and COVID-19 Response Senior Transportation Services contract.

PARTIES: Area Agency on Aging & Disabilities of Southwest Washington (AAADSW) and Skamania County Senior Services.

CONTRACT PERIOD OF PERFORMANCE: May 22, 2020 through September 30, 2021.

PURPOSE: The purpose of Amendment No. 1 is to specify Congregate Nutrition Services, Home-Delivered Meal Services, and Transportation Services allocation available through Families First Coronavirus Response Act (FFCRA) and to increase Coronavirus Aid, Relief, and Economic Security Act (CARES) allocation.

SCOPE: The table below specifies FFCRA funding available for Congregate Nutrition Services and Home-Delivered Nutrition Services.

Program	Total FFCRA Allocation
Congregate Nutrition Services	\$6,070
Home Delivered Nutrition Services	\$12,139

Amendment No. 1 increases contractor’s CARES allocation by \$25,514, totaling \$72,067 for the contract period.

Program	Current CARES Allocation	Amendment No. 1 CARES Allocation Increase	Total CARES Allocation
Congregate Nutrition Services	\$9,539	\$1,389	\$10,928
Home Delivered Nutrition Services	\$19,366	\$19,956	\$39,322
Transportation Services	\$17,647	\$4,169	\$21,817

COVID-19 Nutrition & Transportation Services
 Skamania County Senior Services
 Contract Amendment No. 1

To align with the allocation increase, Contractor's minimum service levels will increase as follows:

Nutrition Services (FFCRA and CARES funding)				
Current Service Level				
Program	Unduplicated Persons Served 4/1/20 to 12/31/2020	Meals	Unduplicated Persons Served 1/1/2021 to 9/30/2021	Meals
Congregate Meals	25	2000	20	1500
Home Delivered Meals	60	4500	60	4500
Amendment No. 1 Increase				
Congregate Meals	11	520	6	395
Home Delivered Meals	17	2000	16	1700
Total Service Level				
Congregate Meals	36	2520	26	1895
Home Delivered Meals	77	6500	76	6200
Transportation Services (CARES funding)				
Current Service Level				
Program	Unduplicated Persons Served 4/1/20 to 12/31/2020	# 1-way trips	Unduplicated Persons Served 1/1/2021 to 9/30/2021	# 1-way trips
Senior Transportation	125	4500	125	4500
Amendment No. 1 Increase				
Senior Transportation	10	1100	9	900
Total Service Level				
Senior Transportation	135	5600	134	5400

COVID-19 Nutrition & Transportation Services
Skamania County Senior Services
Contract Amendment No. 1

Contractor shall provide the services and staff, and otherwise do all things necessary for, or incidental to, the performance of work as set forth in the Contract. All other terms and conditions outlined in the Contract's General Terms and Conditions, Special Terms and Conditions, Statement of Work, and other relevant documents shall remain in full force and effect.

This Amendment, including any exhibits and other documents incorporated by reference, contains the entire Amendment agreed upon by the parties, and the Amendment supersedes all previous agreements regarding the subject. No other understandings or representations, verbal or otherwise, regarding this Contract or Amendment shall be deemed to exist, unless established in writing and signed by both parties.

INQUIRES: Please direct inquiries to the AAADSW contacts below.

AAADSW Contact Information

Program Staff:	Mikayla Springob	Contracts Staff:	Tom Waltz/Nellya Zornes
email:	Mikayla.Springob@dshs.wa.gov	email:	waltztr@dshs.wa.gov zornenp@dshs.wa.gov
Telephone:	360-735-5780	Telephone:	360-735-5716 360-735-5713

Address: 201 NE 73rd Street, Vancouver, WA 98665

APPROVALS: The parties signing below warrant they have read and understand the terms of the contract amendment, and have the authority to represent the respective organizations in this matter.

Skamania County Senior Services

**Area Agency on Aging & Disabilities
of Southwest Washington**

Signature: _____

Signature: _____

Name: Robert Hamlin

Name: Dan Cothren, Commissioner

Title: Chair Date: 6/30/20

Title: Chair, AAADSW COG Date: _____

End

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Public Works	 Signature
	Department	
<u>AGENDA DATE</u>	June 30, 2020	
<u>SUBJECT</u>	High Cost Bridge Inspections	
<u>ACTION REQUESTED</u>	Approve Contract with Fickett Structural Solutions	

SUMMARY/BACKGROUND

The office of Public Works is tasked with bridge inspections as is required by 23 CFR 650 Subpart C. The "Fracture Critical" bridges require special inspections due to their complex nature, therefore we are contracting with Fickett Structural Solutions for the inspections.

FISCAL IMPACT

Public Works budgeted for \$ \$40,000 for bridge inspection services for the 2020 year this contract is part of that budget item.

RECOMMENDATION

Approve contract with Fickett Structural Solutions for high cost bridge inspection services.

LIST ATTACHMENTS

Contract Face Sheet
Professional Services Contract
Exhibit A - Scope of Work
Exhibit B - Billing Rates

**PROFESSIONAL SERVICE CONTRACT
BETWEEN
SKAMANIA COUNTY AND FICKETT STRUCTURAL SOLUTIONS**

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the “**COUNTY**”, and **FICKETT STRUCTURAL SOLUTIONS**, hereinafter referred to as the “**CONTRACTOR**”,

WITNESSETH THAT:

1. **AUTHORITY TO CONTRACT**

- A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR’S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.
- B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments in order to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.
- C. The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is **Tim Elsea, P.E., County Engineer**; provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

2. **INDEPENDENT CONTRACTOR STATUS**

- A. The parties intend the **CONTRACTOR** to be an independent contractor, responsible for its own employer/employee benefits such as Workman’s Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the **CONTRACTOR’S** personal labor is not the essence of this contract; that the **CONTRACTOR** will own and supply its own equipment necessary to perform this contract; that the **CONTRACTOR** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CONTRACTOR** shall be free from control or direction of the **COUNTY** over the performance of such services.
- B. The **CONTRACTOR** represents that it is capable of providing the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.

3. **SERVICES TO BE RENDERED**

- A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Exhibit "A", attached hereto, and by this reference incorporated herein.
- B. Amendments, modification, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the **COUNTY**.

4. **TERMS OF CONTRACT**

The contract shall begin on September 7, 2020 and terminate on December 31, 2020; **PROVIDED** that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. Either party may terminate this contract earlier upon thirty (30) days written notice.

5. **PAYMENTS FOR SERVICES**

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed **\$28,936**, including Washington State sales tax (If Applicable), and shall be paid as outlined below or in Exhibit "A".
- B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine the services for which payment is sought. **Payment is due within thirty (30) days of submission of accepted detailed invoice.**
- C. The **CONTRACTOR** agrees that funds received from the **COUNTY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **COUNTY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.
- D. Compensation for services shall be in accordance with **CONTRACTOR'S** schedule of billable rates for services and personnel included as Exhibit "B".

6. **INSURANCE**

The **CONTRACTOR** agrees to hold the **COUNTY** harmless from any liability that might otherwise attach to the **COUNTY** arising out of any activities of the **CONTRACTOR** pursuant to this contract and caused by the **CONTRACTOR'S** negligence. The **CONTRACTOR** further agrees to provide the **COUNTY** with evidence of general liability insurance naming the **COUNTY, its elected and**

appointed official, agents, employees, and volunteers as an additionally insured party in the amount of \$1,000,000.

7. **INDEMNIFICATION**

CONTRACTOR agrees to indemnify and hold harmless the **COUNTY** and its respective employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owners property, Contractors property, or any Subcontractors property) in any manner caused by, resulting from, incident to, connected with or arising out of Contractor's performance of its work, unless such injury, death or damage is caused by the sole negligence of the County.

In any situation where the damage, loss or injury is caused by the concurrent negligence of the CONTRACTOR or its agents and employees and the COUNTY or its agents or employees, then the CONTRACTOR expressly and specifically agrees to hold the COUNTY harmless to the extent of the CONTRACTOR or its agents and employee's concurrent negligence.

The **CONTRACTOR** specifically waives its immunity as against Skamania County under Title 51 RCW (Industrial Insurance Statute), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the **CONTRACTORS** own employees against the County. This provision is not intended to benefit any third parties.

If a Subcontractor is used, then the **CONTRACTOR** shall ensure that all Subcontractors also provide that the Contractor or Subcontractor will waive its immunity under Title 51 RCW.

8. **GOVERNING LAW**

The parties agree that this contract shall be governed by the Laws of the State of Washington and that venue for any action pursuant to this contract, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

9. **ASSIGNABILITY**

The **CONTRACTOR** shall not assign nor transfer any interest in this contract.

10. **EQUAL EMPLOYMENT OPPORTUNITY**

- A. The **CONTRACTOR** shall not discriminate on the basis of race, color, religion, sex, national origin, age disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.
- B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability;
- (1) Deny an individual any services or other benefits provided under this agreement.
 - (2) Provide any service(s) or other benefits to an individual, which are different, or are provided in a different manner from those provided to others under this agreement.
 - (3) Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.
 - (4) Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age or disability.

12. **NON COMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the **CONTRACTOR'S** noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or in part, and the **CONTRACTOR** may be declared ineligible for further contracts with the **COUNTY**. The **COUNTY** shall, however, give the **CONTRACTOR** reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

13. **DISPUTES**

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the **COUNTY** and the **CONTRACTOR** and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- a. Be in writing; and
- b. State the disputed issues; and
- c. State the relative positions of the parties; and
- d. State the **CONTRACTORS** name, address, and the **COUNTY** department the contract is with; and
- e. Be mailed to the Board of Commissioners, PO Box 790, Stevenson, WA 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue, which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

14. **WAGE AND HOUR COMPLIANCE**

The **CONTRACTOR** shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the County harmless from all actions, claims, demands, and expenses arising out of the **CONTRACTOR'S** failure to so comply.

15. **DEFAULT/TERMINATION/DAMAGES**

- A. The parties hereto agree that **TIME IS OF THE ESSENCE** of this contract.
- B. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (7) days notice, in writing, of the **COUNTY'S** intent to terminate and the reasons for said termination. And, in the event of any such termination, the **CONTRACTOR** shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the **COUNTY** may withhold from any amounts due the **CONTRACTOR** for such work or completed services any balances due the **CONTRACTOR**, and said amounts shall be used to totally or partially offset the **COUNTY'S** damages as a result of the **CONTRACTORS** breach to the extent they are adequate.
- C. Either party may cancel the contract, without fault, by giving the other party 30 (thirty) days written notice.

16. **OWNERSHIP OF WORK PRODUCTS**

Upon completion of the project or termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall become the **COUNTY'S** property.

IN WITNESS WHEREOF, the COUNTY has caused this Contract to be duly executed on its behalf, and thereafter the CONTRACTOR has caused the same to be duly executed on its behalf.

DATED _____

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

Company Name

Chairman

Company Representative

Commissioner

Date

Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

Prosecuting Attorney

Clerk of the Board

June 3, 2020

Mr. Arnold Bell
Skamania County Department of Public Works
170 NW Vancouver Ave
PO Box 1009
Stevenson, WA 98648.

Re: 2020 – Bridge Inspection Services Proposal

Dear Mr. Bell,

Fickett Structural Solutions (Fickett) is pleased to provide you with this proposal for bridge inspection services. The County has three structures that you would like assistance with inspecting. We propose the following to accomplish this work:

Conduct inspection types utilizing bridge access methods and personnel as follows:

Bridge Name	Routine	Fracture Critical	Cross-Channel	UBIT Access	Personnel
Washougal	x	x		x	Andy P., Arnold B.
Evergreen	x	x	x	x	Andy P., Arnold B.
Conrad Lundy Jr	x	x		x	Andy P., Arnold B.

Andy Packard and Arnold Bell will perform the above listed inspections of the deck, superstructure, and substructure, and utilize a UBIT for access for the Washougal River Bridge, Evergreen Bridge, and the Conrad Lundy Jr. Bridge.

Fickett will implement County safety protocols related to the COVID-19 pandemic as well as our own safety protocols. This is not limited to, but will likely include a reduction in the number of personnel in the UBIT bucket from three to two persons at any one time.

All inspections will be conducted per current standards in accordance with the current Washington State Department of Transportation of Transportation (WSDOT) Bridge Inspection Manual and the National Bridge Inspection Standards (NBIS)

All inspections will be conducted under the direct supervision of a Professional Engineer, registered in the State of Washington with WSDOT Certified Bridge Inspection Team Leader status.

All inspection observations, maintenance recommendations, photographs, fracture critical reports, and cross-channel profiles reports will be updated in the WSDOT BridgeWorks database. Hard copies of each inspection report, including photographs, will be submitted to the County.

Fickett will procure and schedule a UBIT for this work.



The County shall provide permission to access each bridge site.

The County shall, as best as possible, provide any documents pertinent to this work.

The County will provide all necessary traffic control for each inspection.

The on-site duration estimate for this work is 3 days.

We propose to complete this work at our hourly rates up to a maximum fee of **\$28,936**. Fickett Structural Solutions will provide additional bridge services on an on-call basis. Modifications or additions may require a modification to the proposed maximum fee.

Please find attached a fee estimate for your review. Should you have any questions regarding this proposal, please do not hesitate to call. Thank you for this opportunity to be of assistance to you. I look forward to a successful project working with you.

Sincerely,
Fickett Structural Solutions, Inc.

A handwritten signature in blue ink, appearing to read "AP", is written over a light blue circular stamp.

Andy Packard, P.E.
Engineering Manager – NW Region.



Skamania County 2020
Bridge Inspections

6/22/2020

EXHIBIT B

Overview of Costs: Utilizing Bridge Access Specialties for UBIT access.

	Total for Contract
Number of Staff Hours	61.50
Total Labor (Direct Expense)	\$10,325
Total Indirect Expenses	\$18,611
TOTAL COST	\$28,936



Skamania County 2020
Bridge Inspections

6/22/2020

Direct and Indirect Costs: Utilizing Bridge Access Specialties for UBIT access

Activity Description	Senior Engineer	Project Engineer	Admin	Total(s)
Direct Labor Costs	\$186.01	\$123.74	\$111.43	
WA Mobilization:				
Travel	5.0			\$930.05
Project Management and Coordination	3.0			\$558.03
	8.0	0.0	0.0	
Mob and PM Direct Labor (hours x rate)				\$1,488.08
Inspections:				
Washougal River Bridge				
Review and Printout Previous Records	0.5	0.5		\$154.88
Local Travel	0.5			\$93.01
Inspect Bridge	4.0			\$744.04
Prepare Reports		3.5		\$433.09
QA/QC Reports	1.0			\$186.01
Administration			0.5	\$55.72
Hours	6.0	4.0	0.5	
Washougal Direct Labor (hours x rate)				\$1,666.74
Evergreen-				
Review and Printout Previous Records	0.5	0.5		\$154.88
Local Travel	1.0			\$186.01
Inspect Bridge	8.0			\$1,488.08
Prepare Reports		3.5		\$433.09
QA/QC Reports	1.0			\$186.01
Administration			0.5	\$55.72
Hours	10.5	4.0	0.5	
Evergreen Direct Labor (hours x rate)				\$2,503.78
Conrad Lundy Jr.				
Review and Printout Previous Records	0.5	0.5		\$154.88
Local Travel	1.5			\$279.02
Inspect Bridge	16.0			\$2,976.16
Prepare Reports		7.0		\$866.18
QA/QC Reports	1.5			\$279.02
Administration			1.0	\$111.43
Hours	19.5	7.5	1.0	
Conrad Lundy Jr. Direct Labor (hours x rate)				\$4,666.68

Direct Costs Total: \$10,325.27

Indirect Costs					
Mileage	\$0.58	x	400.0	Miles	\$230.0
Lodging	\$182.00	x	3.0	Nights	\$546.0
Per Diem	\$66.00	x	4.0	Day	\$264.0
UBIT (Private) 2.5 days + mob and de-mob	\$7,028.40	x	2.5	Day	\$17,571.00

Indirect Costs Total: \$18,611

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	BOCC, 6/30/2020	
<u>SUBJECT</u>	Entrust Community Services - Professional Services Contract	
<u>ACTION REQUESTED</u>	Signature	

SUMMARY/BACKGROUND

Contract for Supported Employment and Community Inclusion services within the Skamania County and Klickitat County Developmental Disabilities programs for the period of 4/1/2020 – 6/30/2020

FISCAL IMPACT

Up To \$5,400. Expenditure contract reimbursed through Developmental Disabilities contracts.

RECOMMENDATION

Sign

LIST ATTACHMENTS

- Face Sheet
- Contract
- Attachment A – Statement of Work
- Attachment B – HIPAA Agreement
- Attachment C – Suspension & Debarment Certification
- Attachment D – Data Security Requirements

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN
SKAMANIA COUNTY
AND ENTRUST COMMUNITY SERVICES
(2020)**

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **ENTRUST COMMUNITY SERVICES**, hereinafter referred to as the "**CONTRACTOR**",

WITNESSETH THAT:

1. **AUTHORITY TO CONTRACT.**

- A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR'S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.
- B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments in order to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.
- C. The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is Kirby Richards, LICSW; provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

2. **INDEPENDENT CONTRACTOR STATUS.**

- A. The parties intend the **CONTRACTOR** to be an independent contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the **CONTRACTOR'S** personal labor is not the essence of this contract; that the **CONTRACTOR** will own and supply its own equipment necessary to perform this contract; with the exception of the computer, phone, and space provided by the County in Stevenson, Washington; that the **CONTRACTOR** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CONTRACTOR** shall be free from control or direction of the **COUNTY** over the performance of such services.

- B. The **CONTRACTOR** represents that it is capable of providing the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.
- C. The **CONTRACTOR** will provide the **COUNTY** access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

3. **SERVICE TO BE RENDERED**

- A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachments A, B and C which have been initialed by the parties and attached hereto, and by this reference incorporated herein.
- B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the **COUNTY**.

4. **TERMS OF CONTRACT**

The contract shall begin on April 1, 2020 and continue until June 30, 2020; PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County or the Contractor may terminate this contract earlier upon fourteen (14) days' written notice, when provisions are made for enrolled clients for continuation of their services.

5. **PAYMENTS FOR SERVICES.**

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed the parameters as outlined below or in Attachment A.
- B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine the services for which payment is sought. Completed invoices are due within 15 days of the last day of the month for which service was provided. Payment is due within thirty (30) days of submission of accepted detailed invoice.

6. **INSURANCE**

The **CONTRACTOR** agrees to save the **COUNTY** harmless from any liability that might otherwise attach to the **COUNTY** arising out of any activities of the **CONTRACTOR** pursuant to this contract and caused by the **CONTRACTOR'S** negligence. The **CONTRACTOR** further agrees to provide the **COUNTY** with evidence of general liability insurance naming the **COUNTY, its elected and appointed official, agents, employees, and volunteers** as an additionally insured party in the amount of \$1,000,000.

7. **INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the County and its respective employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of Contractor's performance of its work, unless such injury, death or damage is caused by the sole negligence of the County.

In any situation where the damage, loss or injury is caused by the concurrent negligence of the Contractor or its agents and employees and the County or its agents or employees, then the Contractor expressly and specifically agrees to hold the County harmless to the extent of the Contractor or its agents' and employees' concurrent negligence.

The Contractor specifically waives its immunity as against Skamania County under Title 51 RCW (Industrial insurance statute), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees against the County. This provision is not intended to benefit any third parties.

If a Subcontractor is used, then the Contractor shall ensure that all Subcontracts also provide that the Contractor or Subcontractor will waive its immunity under Title 51 RCW.

8. **GOVERNING LAW.**

The parties agree that this contract shall be governed by the laws of the State of Washington and that venue for any action pursuant to this contract, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

9. **ASSIGNABILITY.**

The **CONTRACTOR** shall not assign nor transfer any interest in this contract.

10. **EQUAL EMPLOYMENT OPPORTUNITY.**

A. The **CONTRACTOR** shall not discriminate on the basis of race, color religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.

B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:

1. Deny an individual any services or other benefits provided under this agreement.
2. Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this agreement.
3. Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.
4. Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the **CONTRACTOR**'s noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or in part, and the contractor may be declared ineligible for further contracts with the **COUNTY**. The **COUNTY** shall, however, give the **CONTRACTOR** reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

12. **DISPUTES**

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the **COUNTY** and the **CONTRACTOR** and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- A. be in writing; and
- B. state the disputed issues; and
- C. state the relative positions of the parties; and
- D. state the **CONTRACTOR'S** name, address, and the **COUNTY** department the contract is with; and
- E. be mailed to the Board of Commissioners, P.O. Box 790, Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

13. **WAGE AND HOUR COMPLIANCE.**

The **CONTRACTOR** shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the County harmless from all actions, claims, demands, and expenses arising out of the **CONTRACTOR'S** failure to so comply.

14. **DEFAULT/TERMINATION/DAMAGES.**

- A. The parties hereto agree that **TIME IS OF THE ESSENCE** of this contract.
- B. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** fourteen (14) days' notice, in writing, of the **COUNTY'S** intent to terminate and the reasons for said termination. And in the event of any such termination the **CONTRACTOR** shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the **COUNTY** may withhold from any amounts due the **CONTRACTOR** for such work or completed services any balances due the Contractor, and said amounts shall be used to totally or partially offset the **COUNTY'S** damages as a result of the **CONTRACTOR'S** breach to the extent they are adequate.
- C. Either party may cancel the contract, without fault, by giving the other party 14 days' written notice.

15. **OWNERSHIP OF WORK PRODUCTS.**

Upon completion of the project or termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall become the **COUNTY'S** property.

IN WITNESS WHEREOF, the **COUNTY** has caused this Contract to be duly executed on its behalf, and thereafter the **CONTRACTOR** has caused the same to be duly executed on its behalf.

DATED: _____, 20____.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

Chairman

Commissioner

Commissioner

APPROVED AS TO FORM ONLY:

Prosecuting Attorney

~~ENTRUST COMMUNITY SERVICES~~

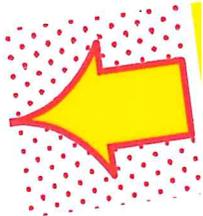


6-19-20

Date

ATTEST:

Clerk of the Board



Attachment A
Entrust Community Services
Statement of Work - Vendor

Important Note: Funding for these Developmental Disabilities Services are considered vendor services. This agreement is a Vendor agreement and as such Contractor agrees to the following additional requirements:

Contractor shall assist Skamania County Community Health in operating the Adult Developmental Disabilities Employment Program in accordance with RCW Chapter 71A.14 in the following manner:

A. Confidentiality

- a. Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this contract for any purpose that is not directly connected with the performance of the services contemplated hereunder, except;
 - a. As provided by law, or,
 - b. In the case of Personal Information, as provided by law or with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
 - c. Confidential Information means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential information includes, but is not limited to, Personal Information. (Special terms and conditions)
2. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
 - a. Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - b. Physically Securing any computers, documents, or other media containing the Confidential Information.
 - c. Ensure the security of Confidential Information transmitted via fax (facsimile) by verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - d. When transporting six (6) to one hundred forty-nine (149) records containing Confidential Information, outside a Secure Area, do one or more of the following as appropriate;
 - i. Use a Trusted Network as defined in Attachment D – Data Security Requirements.
 - ii. Encrypt the Confidential Information, including;
 - a) Email and/or email attachments.
 - b) Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers, smart phones and flash memory devices.
 - e. When transporting one hundred fifty (150) records or more containing Confidential Information, outside a Secure Area refer to the requirements in Attachment D – Data Security Requirements.
 - f. Send paper documents containing Confidential Information via a Trusted System.

3. To the extent allowed by law, at the end of the Contract term, or when no longer needed, the parties shall return Confidential Information or certify in writing the destruction of Confidential Information upon written request by the other party.
4. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed through shredding, pulping or incineration.
5. The compromise or potential compromise of Confidential Information must be reported to the County Contact listed in the Contract within five (5) business days of discovery for breaches of less than 150 persons' protected data, and three (1) business days of discovery of breaches of over 150 persons' protected data. The parties must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.

B. Client Eligibility: Client eligibility and service referral are the responsibility of the DDA pursuant to Chapter 388-823 WAC (Eligibility) and Chapter 388-825 WAC (Service Rules). Only persons referred by DDA shall be eligible for direct Client services under this Program Agreement. It is DDA's responsibility to determine and authorize the appropriate direct service type. Direct Client services provided without authorization are not reimbursable under this Contract.

C. Credentials and Minimum Requirements:

1. Contractor agrees to act in compliance with Washington State Developmental Disabilities Administration Policy Manual (Located electronically at www.dshs.wa.gov/ddd/policy.shtml)
2. Contractor agrees to meet Quality Assurance standards. Quality Assurance means an adherence to contract minimum requirements, including *DDA Policy 6.13, Employment/Day Program Provider Qualifications*, County Guidelines and the Criteria for Evaluation, as well as a focus on reasonably expected levels of performance, quality and practice.
3. Policy procedural manuals for information systems, personnel and operations that processes can continue should staffing changes or absences occur.
4. Contractor agrees to Background/Criminal History Checks and to provide Skamania County Community Health with a copy of the results upon request. A background criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS clients, in accordance with RCW 43.43.830-845, RCW 74.15.030 and chapter 388.06 WAC. If the entity reviewing the application elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then Skamania County shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Central Unit (BCCU) must be utilized to obtain background clearance.
5. Quality Service Providers: Contractor assures that all service providers meet qualifications as outlined in the DDA Policy 6.13, *Program Provider Qualifications*.

6. Home and Community Based Waiver Services Assignment of Medicaid Billing Rights; Contractor agrees to assign to the County its Medicaid billing rights for services to DDA clients eligible under Title XIX programs in this agreement.
7. Contractor shall report Abuse and Neglect. Contractor and its subcontractors, who are mandated reporters under RCW 74.34.020(11), must comply with reporting requirements described in RCW 74.34.035 and 040 RCW and Chapter 26.44 RCW. If Contractor is notified that an employee or subcontractor staff member is cited or on the registry for a substantiated finding then that associated staff will be prohibited from providing services under this contract.
8. Contractor staff will promptly report to the County per DDA Policy 5.13 (Protection from Abuse), Mandatory Reporting if:
 - a. They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred.
 - b. If they have reason to suspect that sexual or physical assault of such a person has occurred, they shall also immediately report to the appropriate law enforcement agency.

D. Statement of Work:

1. Program Agreement Budget: Contractor agrees to provide Skamania County Community Health with a yearly program budget within 30 days of full contract execution. The total funding for all services shall not exceed the total allowed funding per client assigned to the contractor. Client Funding: Funds will follow clients if they move to a different county and/or choose a different qualified provider within the county.
2. Comply with the following referenced documents found at DDA Internet site <https://www.dshs.wa.gov/dda/county-best-practices> under “Counties”:
 - a. DDA Policy 4.11, County Services for Working Age Adults;
 - b. WAC 388-850, WAC 388-828, WAC 388-845-0001, 0030, 0205, 0210, 0215, 0220, 0600-0610, 1200-1210, 1400-1410, 2100, 2110;
 - c. Criteria for Evaluation
 - d. County Guidelines; and
 - e. Disability Rights of Washington (formerly Washington Protection and Advocacy System) Access Agreement.
3. Conveyance of The Estimated Number of People to be Served and Targeted Outcomes: Contractor shall submit the Service Information Forms (SIF’s), provided by DDA at Internet site <https://www.dshs.wa.gov/dda/county-best-practices> to indicate the estimated number of people to be served, targeted outcomes, and identified goal(s) that focus on quality improvement within the categories of Direct Client Services, and Other Activities within 30 days of execution of County Contract Approval. Once approved the SIF outcomes may be modified only by mutual agreement of the County and the DDA Region. (Quality Improvement means a focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality and practice.)
4. “Consumer Support” (special terms and conditions) refers to direct client service types as follows:

- a. “Community Access” or “CA and “Community Inclusion” or “CI”: services are individualized services provided in typical integrated community settings for individuals in retirement. Services will promote individualized skill development, independent living and community integration for persons’ to learn how to actively and independently engage in their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion. These services may be authorized instead of employment support for working age individuals who have received nine months of employment support, haven’t found a job and decide not to continue looking for work.
 - b. “Individual Supported Employment” or “IE”: services are a part of an individual’s pathway to employment and are tailored to individual needs interests, abilities, and promote career development. These are individualized services necessary to help ~~—persons with developmental disabilities obtain and continue integrated employment at or~~ above the state’s minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.
 - c. “Individualized Technical Assistance” or “ITA”” services are a part of an individual’s pathway to individual employment. This service provides assessment and consultation to the employment provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services or pre-vocational services for individuals who have not yet achieved their employment goal.
 - d. “Pre-Vocational Services or “PVS”: services are a part of an individual’s pathway to integrated jobs in typical community employment. These services and supports are intended to be short term and should be designed to further habilitation goals that will lead to greater opportunities for competitive and integrated employment and career advancement at or above minimum wage. Services are provided by agencies established to provide services to people with disabilities and offer training and skill development for groups of workers with disabilities in the same setting as well as individual support. Participants are provided at least monthly opportunities to experience typical community settings in support of their pursuit to integrated employment.
5. Program Outcomes Direct Client Services:
- a. Monthly Community Access/Community Inclusion service support hours will be based on the Client’s Community Access Acuity per WAC 388-828-9310 for all Clients who began receiving Community Access/Community Inclusion services July 1, 2011 and forward.
 - i. To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of Community Access/Community Inclusion, services will occur individually or in a group of no more than 2 or 3 individuals with similar interest and needs.
 - ii. Community Access/Community Inclusion services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.
 - iii. A client receiving Community Access/Community Inclusion services will not receive employment support simultaneously.

- iv. A client receiving Community Access/Community Inclusion services may at any time choose to pursue work and to receive employment support.

- b. Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his or her living expenses. Clients should average twenty (20) hours of community work per week or eighty-six (86) hours per month. The amount of service a client receives should be based on his/her demonstrated need, acuity level and work history per WAC 388-828.
- c. Prior to beginning service or an expected change in service, the provider will clearly communicate to the client and the County the maximum service hours per month the Client can expect to receive. Service changes will not occur until the client has received proper notification from DDA.
 - i. The client's DDA ISP (Individual Support Plan) is the driver for services. The CMIS County Service Authorization and updated Planned Rates information will not exceed the client's DDA ISP.
 - ii. The amount of service the client receives should match with the CMIS County Service Authorization and updated Planned Rates information.
- d. All clients will have an individualized plan to identify client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the client's individualized plan will be provided to their DDA Case Resource Manager (CRM), guardian and others as appropriate.
- e. Semi-annual progress reports that describe the outcomes of activities will be provided by the Contractor to County, DDA Case Resource Manager, guardians and others as appropriate. The report will summarize the progress made towards the clients individualized goals.
- f. All clients will be contacted by their service provider according to the client need and at least once per month.
- g. If clients in Individual Employment or Prevocational services have not obtained paid employment at minimum wage or better within **six (6) month** the Contractor will assure the following steps are taken:
 - i. Review of the progress towards employment goals;
 - ii. Provide evidence of consultation with the family/client; and
 - iii. Develop additional strategies with the family/client, Contractor staff, employment support staff and the case manager. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional strategies will be documented for each client and kept in the client's file(s).
- h. If after twelve (12) months the client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six month progress report in the next six month progress report. The client may request to participate in Community Access/Community Inclusion activities or the client can choose to remain in an employment program. When requesting to participate in Community Access/Community Inclusion services, the client shall communicate directly with his or

her DDA Case Resource Manager (CRM). The CRM is responsible for authorizing Community Access/Community Inclusion services.

- i. For Prevocational services, it is expected that clients receive training and skill development in groups as well as individual support in the community. The total number of direct service staff hours provided to the group should be equal to or greater than the group's collective amount of individual support monthly base hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provided.
6. Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 530(a)(1), including that:
 - a. The setting is integrated in the greater community and supports individuals to have full access to the greater community;
 - b. Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;
 - c. The setting provides opportunities to seek employment and work in competitive integrated settings; and
 - d. The setting facilitates individual choice regarding services and supports, and who provides them.
 7. Contractor will provide a program report to the Developmental Disabilities Advisory Board at their regularly scheduled meetings.
 8. Contractor agrees to in person attendance of quarterly meetings with Skamania County Community Health and regional DDA staff.

D. Consideration:

1. Approval of Fees is the responsibility of DDA: The DDA Region reserves the right to approve fees/rates for the services being provided. Contractor will submit a fee/rate schedule within 30 days of County Contract Approval. Contractor will submit updated fee/rate schedules to the DDA Region for approval as changes occur. In the event the DDA Region intends to disapprove the rate schedule it will consult with the County prior to taking action.
2. Client Funding: Funds will follow clients if they move and/or choose a qualified provider in a different county. The client funding amount will be based on that client's historical employment, acuity level and the County classification plus administration.

E. Billing and Payment:

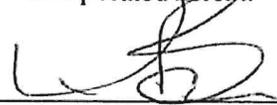
1. Monthly Invoices and documentation: All requests for reimbursement by Contractor for performance hereunder must be submitted by invoice with required documentation claim for each individual (see 2.). Client approval for services must be in place before County can process invoice for payment. County will make payment within 30 days of receipt of accepted invoice.
2. A claim for each individual is documented by indicating the number of service units delivered to each individual, the detail of these service units, the fee per unit and, if applicable, the client hours worked and gross wages paid. A unit is defined as an "hour" entailing at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.

3. **Timeliness of Billings:** All initial invoices with employment documentation must be received by the County within 15 calendar days following the last day of the month in which the service is provided.
4. It is an expectation that all clients access DVR funding as a resource. Client services shall not be reimbursed under this Contract when the same services are paid for under the Rehabilitation Act of 1973 (DVR), P.L. 94-142 Public Education, or any other source of public or private funding.
5. **Recovery of Fees:** If Contractor bills and is paid fees for services that the County later finds were (a) not delivered or (b) not delivered in accordance with applicable standards, DSHS shall recover the fees for those services and Contractor shall fully cooperate during the recovery.

F. DSHS/DRW Access Agreement: The DRW February 27, 2001 Access Agreement with DDA is incorporated by reference. The Contractor assures that it and its subcontractors have viewed the Access Agreement. The agreement covers DRW's access to individuals with developmental disabilities, clients, programs, and records, outreach activities, authority to investigate allegations of abuse and neglect, other miscellaneous matters, and is binding for all providers of DDA contracted services.

G. Quality Assurance & Evaluation: Contractor will fully cooperate with County staff during an on-site review conducted at a minimum of one time every two years (in accordance with Washington State biennium cycle). The purpose of the review shall be to evaluate and review services delivered to reasonably assure compliance with this contract.

H. Contractor agrees to comply with DSHS Exhibit A - Data Security Requirements detailed on pages 16-19. Exhibit A is attached to Attachment A-Statement of Work and by this reference incorporated herein.



 Contractor

6-19-20

 Date



 Community Health

6/24/2020

 Date

Attachment B
HIPAA Business Associate Agreement

Definitions: COUNTY shall mean **Skamania County Community Health**
CONTRACTOR shall mean **Entrust Community Services**

Obligations & Activities of Business Associate:

1. CONTRACTOR agrees to not use or disclose Protected Health Information (PHI), as defined in 45 CFR 164.501, other than as permitted or required by the Agreement or as required by law.
2. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
3. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI by CONTRACTOR in violation of the requirements of this Agreement.
4. CONTRACTOR agrees to report to COUNTY any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.
5. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information.
6. CONTRACTOR agrees to make internal practices and records, including policies & procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, COUNTY available to the Secretary of the Department of Health & Human Services, in a time and manner as agreed or designated by the Secretary, for purposes of the Secretary determining COUNTY'S compliance with Health Information Portability and Accountability Act (HIPAA).
7. CONTRACTOR agrees to document such disclosures of PHI and information related to such disclosures as would be required for COUNTY to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
8. CONTRACTOR agrees to provide to COUNTY or an individual, in time and manner as agreed, information collected in accordance with this agreement, to permit COUNTY to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
9. CONTRACTOR may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502 (j)(1) and may use PHI for the proper management and administration or to carry out the legal responsibilities of the CONTRACTOR, provided that such use or disclosure would not violate HIPAA.

COUNTY Responsibilities:

1. COUNTY shall notify CONTRACTOR of any limitations in its notice of privacy practices of CONTRACTOR in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR'S use or disclosure of PHI.
2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by individual to use or disclose PHI, to the extent that such changes may affect CONTRACTOR'S use or disclosure of PHI.
3. COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of PHI.
4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under HIPAA if done by COUNTY.

Interpretation:

1. The reference in this Agreement to HIPAA shall mean the latest version in effect or as amended.
2. This agreement shall be amended as is necessary for COUNTY to comply with the requirements and amendments of HIPAA.
3. Any ambiguity in this Agreement shall be resolved to permit COUNTY to comply with HIPAA.



Contractor

6-19-20

Community Health



Date

6/24/2020

Date

Attachment C
SUSPENSION & DEBARMENT CERTIFICATION

Definitions: COUNTY shall mean **Skamania County Community Health**
CONTRACTOR shall mean **Entrust Community Services**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

This certification is required by the regulations at Title 2 Code of Federal Regulations Part 180 for all lower tier (subcontracting) transactions.

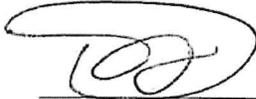
The CONTRACTOR certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The prospective lower tier participant shall provide immediate written notice to the COUNTY if at any time the CONTRACTOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Should the CONTRACTOR enter into a covered transaction with another person at the next lower tier (subcontract), the CONTRACTOR agrees by signing this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified. The CONTRACTOR will do this by:

- (a) Checking the federal Excluded Parties List System (EPLS); or
- (b) Collecting a certification from that person; or
- (c) Adding a clause or condition to the contract with that person

The CONTRACTOR agrees by signing this agreement that it shall not knowingly enter into any lower tier transaction (subcontract) with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which the transaction originated. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction (subcontract) that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



Contractor



Community Health

6-19-20

Date

6/24/2020

Date

ATTACHMENT D
SKAMANIA COUNTY DEVELOPMENTAL DISABILITIES
CONTRACTOR DATA SECURITY REQUIREMENTS

- 1. Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
- a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).
 - b. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.
 - c. "Business Associate Agreement" means an agreement between DSHS and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
 - d. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.
 - e. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.
 - f. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.

g. “FedRAMP” means the Federal Risk and Authorization Management Program (see www.fedramp.gov), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.

h. “Hardened Password” means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

i. “Mobile Device” means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.

j. “Multi-factor Authentication” means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. “PIN” means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.

k. “Portable Device” means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

l. “Portable Media” means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.

m. “Secure Area” means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.

n. “Trusted Network” means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such

as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.

o. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: <https://www.dshs.wa.gov/sesa/centralcontract-services/keeping-dshs-client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.
3. **Administrative Controls.** The Contractor must have the following controls in place:
 - a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.
 - b. If the Data shared under this agreement is classified as Category 4, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.
 - c. If Confidential Information shared under this agreement is classified as Category 4, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.
4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:
 - a. Have documented policies and procedures governing access to systems with the shared Data.
 - b. Restrict access through administrative, physical, and technical controls to authorized staff.
 - c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
 - d. Ensure that only authorized users are capable of accessing the Data.
 - e. Ensure that an employee's access to the Data is removed immediately:
 - (1) Upon suspected compromise of the user credentials.
 - (2) When their employment, or the contract under which the Data is made available to them, is terminated.

(3) When they no longer need access to the Data to fulfill the requirements of the contract.

f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information.

g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:

(1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.

(2) That a password does not contain a user's name, logon ID, or any form of their full name.

(3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.

(4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.

h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including: (1) Ensuring mitigations applied to the system don't allow end-user modification.

(2) Not allowing the use of dial-up connections.

(3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.

(4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.

(5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.

(6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.

i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:

(1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor

(2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)

(3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)

j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:

(1) Be a minimum of six alphanumeric characters.

(2) Contain at least three unique character classes (upper case, lower case, letter, number).

(3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.

k. Render the device unusable after a maximum of 10 failed logon attempts.

5. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be

transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. Paper documents. Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.

f. Remote Access. Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. Data storage on portable devices or media.

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:

(a) Encrypt the Data.

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

i. Keeping them in a Secure Area when not in use,

ii. Using check-in/check-out procedures when they are shared, and

iii. Taking frequent inventories.

(2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. Data stored for backup purposes.

(1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.

i. Cloud storage. DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:

- (a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed.
- (b) The Data will be Encrypted while within the Contractor network.
- (c) The Data will remain Encrypted during transmission to the Cloud.
- (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
- (e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DSHS.
- (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Contractor networks.
- (g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

- (a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,
- (b) The Cloud storage solution used is FedRAMP certified.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. **System Protection.** To prevent compromise of systems which contain DSHS Data or through which that Data passes:
 - a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.
 - b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.
 - c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.
 - d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. **Data Segregation.**
 - a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
 - (1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data. And/or,
 - (2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
 - (3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
 - (4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
 - (5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
 - b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

8. **Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.



 Contractor



 Community Health

6-19-20

 Date

6/24/2020

 Date

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	BOCC, 6/30/2020	
<u>SUBJECT</u>	Entrust Community Services - Professional Services Contract	
<u>ACTION REQUESTED</u>	Signature	

SUMMARY/BACKGROUND

Contract for Supported Employment and Community Inclusion services within the Skamania County and Klickitat County Developmental Disabilities programs.

FISCAL IMPACT

Up To \$21,780. Expenditure contract reimbursed through Developmental Disabilities contracts.

RECOMMENDATION

Sign

LIST ATTACHMENTS

- Face Sheet
- Contract
- Attachment A – Statement of Work
- Attachment B – HIPAA Agreement
- Attachment C – Suspension & Debarment Certification
- Attachment D – Data Security Requirements

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN
SKAMANIA COUNTY
AND ENTRUST COMMUNITY SERVICES
(2020 - 2021)**

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **ENTRUST COMMUNITY SERVICES**, hereinafter referred to as the "**CONTRACTOR**",

WITNESSETH THAT:

1. **AUTHORITY TO CONTRACT.**

- A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR'S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.
- B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments in order to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.
- C. The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is Kirby Richards, LICSW; provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

2. **INDEPENDENT CONTRACTOR STATUS.**

- A. The parties intend the **CONTRACTOR** to be an independent contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the **CONTRACTOR's** personal labor is not the essence of this contract; that the **CONTRACTOR** will own and supply its own equipment necessary to perform this contract; with the exception of the computer, phone, and space provided by the County in Stevenson, Washington; that the **CONTRACTOR** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CONTRACTOR** shall be free from control or direction of the **COUNTY** over the performance of such services.

- B. The **CONTRACTOR** represents that it is capable of providing the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.
- C. The **CONTRACTOR** will provide the **COUNTY** access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

3. **SERVICE TO BE RENDERED**

- A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachments A, B and C which have been initialed by the parties and attached hereto, and by this reference incorporated herein.
- B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the **COUNTY**.

4. **TERMS OF CONTRACT**

The contract shall begin on July 1, 2020 and continue until June 30, 2020; **PROVIDED** that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County or the Contractor may terminate this contract earlier upon fourteen (14) days' written notice, when provisions are made for enrolled clients for continuation of their services.

5. **PAYMENTS FOR SERVICES.**

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed the parameters as outlined below or in Attachment A.
- B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine the services for which payment is sought. Completed invoices are due within 15 days of the last day of the month for which service was provided. Payment is due within thirty (30) days of submission of accepted detailed invoice.

6. **INSURANCE**

The **CONTRACTOR** agrees to save the **COUNTY** harmless from any liability that might otherwise attach to the **COUNTY** arising out of any activities of the **CONTRACTOR** pursuant to this contract and caused by the **CONTRACTOR'S** negligence. The **CONTRACTOR** further agrees to provide the **COUNTY** with evidence of general liability insurance naming the **COUNTY, its elected and appointed official, agents, employees, and volunteers** as an additionally insured party in the amount of \$1,000,000.

7. **INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the County and its respective employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of Contractor's performance of its work, unless such injury, death or damage is caused by the sole negligence of the County.

In any situation where the damage, loss or injury is caused by the concurrent negligence of the Contractor or its agents and employees and the County or its agents or employees, then the Contractor expressly and specifically agrees to hold the County harmless to the extent of the Contractor or its agents' and employees' concurrent negligence.

The Contractor specifically waives its immunity as against Skamania County under Title 51 RCW (Industrial insurance statute), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees against the County. This provision is not intended to benefit any third parties.

If a Subcontractor is used, then the Contractor shall ensure that all Subcontracts also provide that the Contractor or Subcontractor will waive its immunity under Title 51 RCW.

8. **GOVERNING LAW.**

The parties agree that this contract shall be governed by the laws of the State of Washington and that venue for any action pursuant to this contract, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

9. **ASSIGNABILITY.**

The **CONTRACTOR** shall not assign nor transfer any interest in this contract.

10. **EQUAL EMPLOYMENT OPPORTUNITY.**

A. The **CONTRACTOR** shall not discriminate on the basis of race, color religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.

B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:

1. Deny an individual any services or other benefits provided under this agreement.
2. Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this agreement.
3. Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.
4. Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the **CONTRACTOR**'s noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or in part, and the contractor may be declared ineligible for further contracts with the **COUNTY**. The **COUNTY** shall, however, give the **CONTRACTOR** reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

12. **DISPUTES**

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the **COUNTY** and the **CONTRACTOR** and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- A. be in writing; and
- B. state the disputed issues; and
- C. state the relative positions of the parties; and
- D. state the **CONTRACTOR'S** name, address, and the **COUNTY** department the contract is with; and
- E. be mailed to the Board of Commissioners, P.O. Box 790, Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

13. **WAGE AND HOUR COMPLIANCE.**

The **CONTRACTOR** shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the County harmless from all actions, claims, demands, and expenses arising out of the **CONTRACTOR'S** failure to so comply.

14. **DEFAULT/TERMINATION/DAMAGES.**

- A. The parties hereto agree that **TIME IS OF THE ESSENCE** of this contract.
- B. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** fourteen (14) days' notice, in writing, of the **COUNTY'S** intent to terminate and the reasons for said termination. And in the event of any such termination the **CONTRACTOR** shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the **COUNTY** may withhold from any amounts due the **CONTRACTOR** for such work or completed services any balances due the Contractor, and said amounts shall be used to totally or partially offset the **COUNTY'S** damages as a result of the **CONTRACTOR'S** breach to the extent they are adequate.
- C. Either party may cancel the contract, without fault, by giving the other party 14 days' written notice.

15. **OWNERSHIP OF WORK PRODUCTS.**

Upon completion of the project or termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall become the COUNTY'S property.

IN WITNESS WHEREOF, the COUNTY has caused this Contract to be duly executed on its behalf, and thereafter the CONTRACTOR has caused the same to be duly executed on its behalf.

DATED: _____, 20____.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

Chairman

Commissioner

Commissioner

APPROVED AS TO FORM ONLY:

Prosecuting Attorney

ENTRUST COMMUNITY SERVICES



6-19-20

Date

ATTEST:

Clerk of the Board



Attachment A
Entrust Community Services
Statement of Work - Vendor

Important Note: Funding for these Developmental Disabilities Services are considered vendor services. This agreement is a Vendor agreement and as such Contractor agrees to the following additional requirements:

Contractor shall assist Skamania County Community Health in operating the Adult Developmental Disabilities Employment Program in accordance with RCW Chapter 71A.14 in the following manner:

A. Confidentiality

- a. Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this contract for any purpose that is not directly connected with the performance of the services contemplated hereunder, except;
 - a. As provided by law, or,
 - b. In the case of Personal Information, as provided by law or with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
 - c. Confidential Information means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential information includes, but is not limited to, Personal Information. (Special terms and conditions)
2. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
 - a. Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - b. Physically Securing any computers, documents, or other media containing the Confidential Information.
 - c. Ensure the security of Confidential Information transmitted via fax (facsimile) by verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - d. When transporting six (6) to one hundred forty-nine (149) records containing Confidential Information, outside a Secure Area, do one or more of the following as appropriate;
 - i. Use a Trusted Network as defined in Attachment D – Data Security Requirements.
 - ii. Encrypt the Confidential Information, including;
 - a) Email and/or email attachments.
 - b) Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers, smart phones and flash memory devices.
 - e. When transporting one hundred fifty (150) records or more containing Confidential Information, outside a Secure Area refer to the requirements in Attachment D – Data Security Requirements.
 - f. Send paper documents containing Confidential Information via a Trusted System.

3. To the extent allowed by law, at the end of the Contract term, or when no longer needed, the parties shall return Confidential Information or certify in writing the destruction of Confidential Information upon written request by the other party.
4. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed through shredding, pulping or incineration.
5. The compromise or potential compromise of Confidential Information must be reported to the County Contact listed in the Contract within five (5) business days of discovery for breaches of less than 150 persons' protected data, and three (1) business days of discovery of breaches of over 150 persons' protected data. The parties must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.

B. Client Eligibility: Client eligibility and service referral are the responsibility of the DDA pursuant to Chapter 388-823 WAC (Eligibility) and Chapter 388-825 WAC (Service Rules). Only persons referred by DDA shall be eligible for direct Client services under this Program Agreement. It is DDA's responsibility to determine and authorize the appropriate direct service type. Direct Client services provided without authorization are not reimbursable under this Contract.

C. Credentials and Minimum Requirements:

1. Contractor agrees to act in compliance with Washington State Developmental Disabilities Administration Policy Manual (Located electronically at www.dshs.wa.gov/ddd/policy.shtml)
2. Contractor agrees to meet Quality Assurance standards. Quality Assurance means an adherence to contract minimum requirements, including *DDA Policy 6.13, Employment/Day Program Provider Qualifications*, County Guidelines and the Criteria for Evaluation, as well as a focus on reasonably expected levels of performance, quality and practice.
3. Policy procedural manuals for information systems, personnel and operations that processes can continue should staffing changes or absences occur.
4. Contractor agrees to Background/Criminal History Checks and to provide Skamania County Community Health with a copy of the results upon request. A background criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS clients, in accordance with RCW 43.43.830-845, RCW 74.15.030 and chapter 388.06 WAC. If the entity reviewing the application elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then Skamania County shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Central Unit (BCCU) must be utilized to obtain background clearance.
5. Quality Service Providers: Contractor assures that all service providers meet qualifications as outlined in the DDA Policy 6.13, *Program Provider Qualifications*.

6. Home and Community Based Waiver Services Assignment of Medicaid Billing Rights; Contractor agrees to assign to the County its Medicaid billing rights for services to DDA clients eligible under Title XIX programs in this agreement.
7. Contractor shall report Abuse and Neglect. Contractor and its subcontractors, who are mandated reporters under RCW 74.34.020(11), must comply with reporting requirements described in RCW 74.34.035 and 040 RCW and Chapter 26.44 RCW. If Contractor is notified that an employee or subcontractor staff member is cited or on the registry for a substantiated finding then that associated staff will be prohibited from providing services under this contract.
8. Contractor staff will promptly report to the County per DDA Policy 5.13 (Protection from Abuse), Mandatory Reporting if:
 - a. They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred.
 - b. If they have reason to suspect that sexual or physical assault of such a person has occurred, they shall also immediately report to the appropriate law enforcement agency.

D. Statement of Work:

1. Program Agreement Budget: Contractor agrees to provide Skamania County Community Health with a yearly program budget within 30 days of full contract execution. The total funding for all services shall not exceed the total allowed funding per client assigned to the contractor. Client Funding: Funds will follow clients if they move to a different county and/or choose a different qualified provider within the county.
2. Comply with the following referenced documents found at DDA Internet site <https://www.dshs.wa.gov/dda/county-best-practices> under "Counties":
 - a. DDA Policy 4.11, County Services for Working Age Adults;
 - b. WAC 388-850, WAC 388-828, WAC 388-845-0001, 0030, 0205, 0210, 0215, 0220, 0600-0610, 1200-1210, 1400-1410, 2100, 2110;
 - c. Criteria for Evaluation
 - d. County Guidelines; and
 - e. Disability Rights of Washington (formerly Washington Protection and Advocacy System) Access Agreement.
3. Conveyance of The Estimated Number of People to be Served and Targeted Outcomes: Contractor shall submit the Service Information Forms (SIF's), provided by DDA at Internet site <https://www.dshs.wa.gov/dda/county-best-practices> to indicate the estimated number of people to be served, targeted outcomes, and identified goal(s) that focus on quality improvement within the categories of Direct Client Services, and Other Activities within 30 days of execution of County Contract Approval. Once approved the SIF outcomes may be modified only by mutual agreement of the County and the DDA Region. (Quality Improvement means a focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality and practice.)
4. "Consumer Support" (special terms and conditions) refers to direct client service types as follows:

- a. “Community Access” or “CA and “Community Inclusion” or “CI”: services are individualized services provided in typical integrated community settings for individuals in retirement. Services will promote individualized skill development, independent living and community integration for persons’ to learn how to actively and independently engage in their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion. These services may be authorized instead of employment support for working age individuals who have received nine months of employment support, haven’t found a job and decide not to continue looking for work.
 - b. “Individual Supported Employment” or “IE”: services are a part of an individual’s pathway to employment and are tailored to individual needs interests, abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state’s minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.
 - c. “Individualized Technical Assistance” or “ITA”” services are a part of an individual’s pathway to individual employment. This service provides assessment and consultation to the employment provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services or pre-vocational services for individuals who have not yet achieved their employment goal.
 - d. “Pre-Vocational Services or “PVS”: services are a part of an individual’s pathway to integrated jobs in typical community employment. These services and supports are intended to be short term and should be designed to further habilitation goals that will lead to greater opportunities for competitive and integrated employment and career advancement at or above minimum wage. Services are provided by agencies established to provide services to people with disabilities and offer training and skill development for groups of workers with disabilities in the same setting as well as individual support. Participants are provided at least monthly opportunities to experience typical community settings in support of their pursuit to integrated employment.
5. Program Outcomes Direct Client Services:
- a. Monthly Community Access/Community Inclusion service support hours will be based on the Client’s Community Access Acuity per WAC 388-828-9310 for all Clients who began receiving Community Access/Community Inclusion services July 1, 2011 and forward.
 - i. To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of Community Access/Community Inclusion, services will occur individually or in a group of no more than 2 or 3 individuals with similar interest and needs.
 - ii. Community Access/Community Inclusion services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.
 - iii. A client receiving Community Access/Community Inclusion services will not receive employment support simultaneously.

- iv. A client receiving Community Access/Community Inclusion services may at any time choose to pursue work and to receive employment support.

- b. Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his or her living expenses. Clients should average twenty (20) hours of community work per week or eighty-six (86) hours per month. The amount of service a client receives should be based on his/her demonstrated need, acuity level and work history per WAC 388-828.
- c. Prior to beginning service or an expected change in service, the provider will clearly communicate to the client and the County the maximum service hours per month the Client can expect to receive. Service changes will not occur until the client has received proper notification from DDA.
 - i. The client's DDA ISP (Individual Support Plan) is the driver for services. The CMIS County Service Authorization and updated Planned Rates information will not exceed the client's DDA ISP.
 - ii. The amount of service the client receives should match with the CMIS County Service Authorization and updated Planned Rates information.
- d. All clients will have an individualized plan to identify client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the client's individualized plan will be provided to their DDA Case Resource Manager (CRM), guardian and others as appropriate.
- e. Semi-annual progress reports that describe the outcomes of activities will be provided by the Contractor to County, DDA Case Resource Manager, guardians and others as appropriate. The report will summarize the progress made towards the clients individualized goals.
- f. All clients will be contacted by their service provider according to the client need and at least once per month.
- g. If clients in Individual Employment or Prevocational services have not obtained paid employment at minimum wage or better within **six (6) month** the Contractor will assure the following steps are taken:
 - i. Review of the progress towards employment goals:
 - ii. Provide evidence of consultation with the family/client; and
 - iii. Develop additional strategies with the family/client, Contractor staff, employment support staff and the case manager. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional strategies will be documented for each client and kept in the client's file(s).
- h. If after twelve (12) months the client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six month progress report in the next six month progress report. The client may request to participate in Community Access/Community Inclusion activities or the client can choose to remain in an employment program. When requesting to participate in Community Access/Community Inclusion services, the client shall communicate directly with his or

her DDA Case Resource Manager (CRM). The CRM is responsible for authorizing Community Access/Community Inclusion services.

- i. For Prevocational services, it is expected that clients receive training and skill development in groups as well as individual support in the community. The total number of direct service staff hours provided to the group should be equal to or greater than the group's collective amount of individual support monthly base hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provided.
6. Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 530(a)(1), including that:
 - a. The setting is integrated in the greater community and supports individuals to have full access to the greater community;
 - b. Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;
 - c. The setting provides opportunities to seek employment and work in competitive integrated settings; and
 - d. The setting facilitates individual choice regarding services and supports, and who provides them.
 7. Contractor will provide a program report to the Developmental Disabilities Advisory Board at their regularly scheduled meetings.
 8. Contractor agrees to in person attendance of quarterly meetings with Skamania County Community Health and regional DDA staff.

D. Consideration:

1. Approval of Fees is the responsibility of DDA: The DDA Region reserves the right to approve fees/rates for the services being provided. Contractor will submit a fee/rate schedule within 30 days of County Contract Approval. Contractor will submit updated fee/rate schedules to the DDA Region for approval as changes occur. In the event the DDA Region intends to disapprove the rate schedule it will consult with the County prior to taking action.
2. Client Funding: Funds will follow clients if they move and/or choose a qualified provider in a different county. The client funding amount will be based on that client's historical employment, acuity level and the County classification plus administration.

E. Billing and Payment:

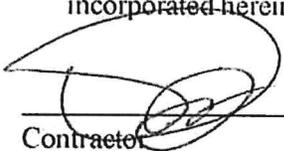
1. Monthly Invoices and documentation: All requests for reimbursement by Contractor for performance hereunder must be submitted by invoice with required documentation claim for each individual (see 2.). Client approval for services must be in place before County can process invoice for payment. County will make payment within 30 days of receipt of accepted invoice.
2. A claim for each individual is documented by indicating the number of service units delivered to each individual, the detail of these service units, the fee per unit and, if applicable, the client hours worked and gross wages paid. A unit is defined as an "hour" entailing at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.

3. **Timeliness of Billings:** All initial invoices with employment documentation must be received by the County within 15 calendar days following the last day of the month in which the service is provided.
4. It is an expectation that all clients access DVR funding as a resource. Client services shall not be reimbursed under this Contract when the same services are paid for under the Rehabilitation Act of 1973 (DVR), P.L. 94-142 Public Education, or any other source of public or private funding.
5. **Recovery of Fees:** If Contractor bills and is paid fees for services that the County later finds were (a) not delivered or (b) not delivered in accordance with applicable standards, DSHS shall recover the fees for those services and Contractor shall fully cooperate during the recovery.

F. DSHS/DRW Access Agreement: The DRW February 27, 2001 Access Agreement with DDA is incorporated by reference. The Contractor assures that it and its subcontractors have viewed the Access Agreement. The agreement covers DRW's access to individuals with developmental disabilities, clients, programs, and records, outreach activities, authority to investigate allegations of abuse and neglect, other miscellaneous matters, and is binding for all providers of DDA contracted services.

G. Quality Assurance & Evaluation: Contractor will fully cooperate with County staff during an on-site review conducted at a minimum of one time every two years (in accordance with Washington State biennium cycle). The purpose of the review shall be to evaluate and review services delivered to reasonably assure compliance with this contract.

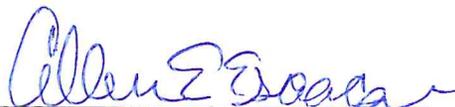
H. Contractor agrees to comply with DSHS *Exhibit A - Data Security Requirements* detailed on pages 16-19. Exhibit A is attached to Attachment A-Statement of Work and by this reference incorporated herein.



 Contractor

6-19-20

 Date



 Community Health

6/24/2020

 Date

Attachment B
HIPAA Business Associate Agreement

Definitions: COUNTY shall mean **Skamania County Community Health**
CONTRACTOR shall mean **Entrust Community Services**

Obligations & Activities of Business Associate:

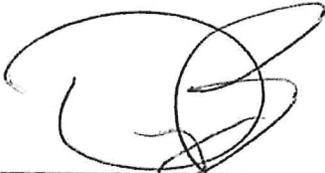
1. CONTRACTOR agrees to not use or disclose Protected Health Information (PHI), as defined in 45 CFR 164.501, other than as permitted or required by the Agreement or as required by law.
2. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
3. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI by CONTRACTOR in violation of the requirements of this Agreement.
4. CONTRACTOR agrees to report to COUNTY any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.
5. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information.
6. CONTRACTOR agrees to make internal practices and records, including policies & procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, COUNTY available to the Secretary of the Department of Health & Human Services, in a time and manner as agreed or designated by the Secretary, for purposes of the Secretary determining COUNTY'S compliance with Health Information Portability and Accountability Act (HIPAA).
7. CONTRACTOR agrees to document such disclosures of PHI and information related to such disclosures as would be required for COUNTY to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
8. CONTRACTOR agrees to provide to COUNTY or an individual, in time and manner as agreed, information collected in accordance with this agreement, to permit COUNTY to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
9. CONTRACTOR may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502 (j)(1) and may use PHI for the proper management and administration or to carry out the legal responsibilities of the CONTRACTOR, provided that such use or disclosure would not violate HIPAA.

COUNTY Responsibilities:

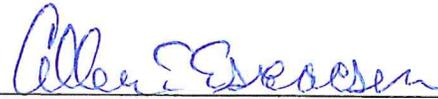
1. COUNTY shall notify CONTRACTOR of any limitations in its notice of privacy practices of CONTRACTOR in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR'S use or disclosure of PHI.
2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by individual to use or disclose PHI, to the extent that such changes may affect CONTRACTOR'S use or disclosure of PHI.
3. COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of PHI.
4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under HIPAA if done by COUNTY.

Interpretation:

1. The reference in this Agreement to HIPAA shall mean the latest version in effect or as amended.
2. This agreement shall be amended as is necessary for COUNTY to comply with the requirements and amendments of HIPAA.
3. Any ambiguity in this Agreement shall be resolved to permit COUNTY to comply with HIPAA.



Contractor



Community Health

6-19-20

Date

6/24/2020

Date

Attachment C
SUSPENSION & DEBARMENT CERTIFICATION

Definitions: COUNTY shall mean **Skamania County Community Health**
CONTRACTOR shall mean **Entrust Community Services**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

This certification is required by the regulations at Title 2 Code of Federal Regulations Part 180 for all lower tier (subcontracting) transactions.

The CONTRACTOR certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The prospective lower tier participant shall provide immediate written notice to the COUNTY if at any time the CONTRACTOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Should the CONTRACTOR enter into a covered transaction with another person at the next lower tier (subcontract), the CONTRACTOR agrees by signing this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified. The CONTRACTOR will do this by:

- (a) Checking the federal Excluded Parties List System (EPLS); or
- (b) Collecting a certification from that person; or
- (c) Adding a clause or condition to the contract with that person

The CONTRACTOR agrees by signing this agreement that it shall not knowingly enter into any lower tier transaction (subcontract) with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which the transaction originated. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction (subcontract) that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Contractor

Community Health

Date

Date

ATTACHMENT D
SKAMANIA COUNTY DEVELOPMENTAL DISABILITIES
CONTRACTOR DATA SECURITY REQUIREMENTS

- 1. Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
- a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).
 - b. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.
 - c. "Business Associate Agreement" means an agreement between DSHS and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
 - d. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.
 - e. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.
 - f. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.

g. "FedRAMP" means the Federal Risk and Authorization Management Program (see www.fedramp.gov), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.

h. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

i. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.

j. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.

k. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

l. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.

m. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.

n. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such

as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.

o. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: <https://www.dshs.wa.gov/sesa/centralcontract-services/keeping-dshs-client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.
3. **Administrative Controls.** The Contractor must have the following controls in place:
 - a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.
 - b. If the Data shared under this agreement is classified as Category 4, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.
 - c. If Confidential Information shared under this agreement is classified as Category 4, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.
4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:
 - a. Have documented policies and procedures governing access to systems with the shared Data.
 - b. Restrict access through administrative, physical, and technical controls to authorized staff.
 - c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
 - d. Ensure that only authorized users are capable of accessing the Data.
 - e. Ensure that an employee's access to the Data is removed immediately:
 - (1) Upon suspected compromise of the user credentials.
 - (2) When their employment, or the contract under which the Data is made available to them, is terminated.

(3) When they no longer need access to the Data to fulfill the requirements of the contract.

f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information.

g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:

(1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.

(2) That a password does not contain a user's name, logon ID, or any form of their full name.

(3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.

(4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.

h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including: (1) Ensuring mitigations applied to the system don't allow end-user modification.

(2) Not allowing the use of dial-up connections.

(3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.

(4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.

(5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.

(6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.

i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:

(1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor

(2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)

(3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)

j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:

(1) Be a minimum of six alphanumeric characters.

(2) Contain at least three unique character classes (upper case, lower case, letter, number).

(3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.

k. Render the device unusable after a maximum of 10 failed logon attempts.

5. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be

transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. Paper documents. Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.

f. Remote Access. Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. Data storage on portable devices or media.

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:

(a) Encrypt the Data.

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

i. Keeping them in a Secure Area when not in use,

ii. Using check-in/check-out procedures when they are shared, and

iii. Taking frequent inventories.

(2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. Data stored for backup purposes.

(1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.

i. Cloud storage. DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:

- (a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed.
- (b) The Data will be Encrypted while within the Contractor network.
- (c) The Data will remain Encrypted during transmission to the Cloud.
- (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
- (e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DSHS.
- (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Contractor networks.
- (g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

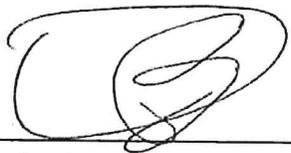
- (a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,
- (b) The Cloud storage solution used is FedRAMP certified.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

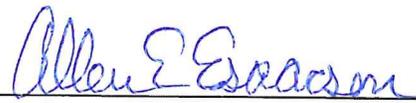
6. **System Protection.** To prevent compromise of systems which contain DSHS Data or through which that Data passes:
 - a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.
 - b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.
 - c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.
 - d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.
7. **Data Segregation.**
 - a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
 - (1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data. And/or,
 - (2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
 - (3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
 - (4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
 - (5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
 - b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.
8. **Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.



Contractor



Community Health

6-19-20

Date

6/24/2020

Date

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	BOCC, 6/30/2020	
<u>SUBJECT</u>	WR Business Directions - Professional Services Contract	
<u>ACTION REQUESTED</u>	Signature	

SUMMARY/BACKGROUND

Contract for Supported Employment and Community Inclusion services within the Skamania County and Klickitat County Developmental Disabilities programs.

FISCAL IMPACT

Up To \$90,000. Expenditure contract reimbursed through Developmental Disabilities contracts.

RECOMMENDATION

Sign

LIST ATTACHMENTS

- Face Sheet
- Contract
- Attachment A – Statement of Work
- Attachment B – HIPAA Agreement
- Attachment C – Suspension & Debarment Certification
- Attachment D – Data Security Requirements

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN
SKAMANIA COUNTY
AND W.R. BUSINESS DIRECTIONS L.L.C.
(2020-2021)**

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **W.R. BUSINESS DIRECTIONS L.L.C.**, hereinafter referred to as the "**CONTRACTOR**",

WITNESSETH THAT:

1. **AUTHORITY TO CONTRACT.**

- A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR'S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.
- B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments in order to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.
- C. The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is Kirby Richards, LICSW; provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

2. **INDEPENDENT CONTRACTOR STATUS.**

- A. The parties intend the **CONTRACTOR** to be an independent contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the **CONTRACTOR'S** personal labor is not the essence of this contract; that the **CONTRACTOR** will own and supply its own equipment necessary to perform this contract; with the exception of the computer, phone, and space provided by the County in Stevenson, Washington; that the **CONTRACTOR** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CONTRACTOR** shall be free from control or direction of the **COUNTY** over the performance of such services.

- B. The **CONTRACTOR** represents that it is capable of providing the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.
- C. The **CONTRACTOR** will provide the **COUNTY** access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

3. **SERVICE TO BE RENDERED**

- A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachments A, B and C which have been initialed by the parties and attached hereto, and by this reference incorporated herein.
- B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the **COUNTY**.

4. **TERMS OF CONTRACT**

The contract shall begin on July 1, 2020 and continue thru June 30, 2020; PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County or the Contractor may terminate this contract earlier upon fourteen (14) days' written notice, when provisions are made for enrolled clients for continuation of their services.

5. **PAYMENTS FOR SERVICES.**

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed the parameters as outlined below or in Attachment A.
- B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine the services for which payment is sought. Completed invoices are due within 15 days of the last day of the month for which service was provided. Payment is due within thirty (30) days of submission of accepted detailed invoice.

6. **INSURANCE**

The **CONTRACTOR** agrees to save the **COUNTY** harmless from any liability that might otherwise attach to the **COUNTY** arising out of any activities of the **CONTRACTOR** pursuant to this contract and caused by the **CONTRACTOR'S** negligence. The **CONTRACTOR** further agrees to provide the **COUNTY** with evidence of general liability insurance naming the **COUNTY, its elected and appointed official, agents, employees, and volunteers** as an additionally insured party in the amount of \$1,000,000.

7. **INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the County and its respective employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of Contractor's performance of its work, unless such injury, death or damage is caused by the sole negligence of the County.

In any situation where the damage, loss or injury is caused by the concurrent negligence of the Contractor or its agents and employees and the County or its agents or employees, then the Contractor expressly and specifically agrees to hold the County harmless to the extent of the Contractor or its agents' and employees' concurrent negligence.

The Contractor specifically waives its immunity as against Skamania County under Title 51 RCW (Industrial insurance statute), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees against the County. This provision is not intended to benefit any third parties.

If a Subcontractor is used, then the Contractor shall ensure that all Subcontracts also provide that the Contractor or Subcontractor will waive its immunity under Title 51 RCW.

8. **GOVERNING LAW.**

The parties agree that this contract shall be governed by the laws of the State of Washington and that venue for any action pursuant to this contract, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

9. **ASSIGNABILITY.**

The **CONTRACTOR** shall not assign nor transfer any interest in this contract.

10. **EQUAL EMPLOYMENT OPPORTUNITY.**

- A. The **CONTRACTOR** shall not discriminate on the basis of race, color religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.
- B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:
1. Deny an individual any services or other benefits provided under this agreement.
 2. Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this agreement.
 3. Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.
 4. Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the **CONTRACTOR's** noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or in part, and the contractor may be declared ineligible for further contracts with the **COUNTY**. The **COUNTY** shall, however, give the **CONTRACTOR** reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

12. **DISPUTES**

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the **COUNTY** and the **CONTRACTOR** and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- A. be in writing; and
- B. state the disputed issues; and
- C. state the relative positions of the parties; and
- D. state the **CONTRACTOR'S** name, address, and the **COUNTY** department the contract is with; and
- E. be mailed to the Board of Commissioners, P.O. Box 790, Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

13. **WAGE AND HOUR COMPLIANCE.**

The **CONTRACTOR** shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the County harmless from all actions, claims, demands, and expenses arising out of the **CONTRACTOR'S** failure to so comply.

14. **DEFAULT/TERMINATION/DAMAGES.**

- A. The parties hereto agree that TIME IS OF THE ESSENCE of this contract.
- B. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** fourteen (14) days' notice, in writing, of the **COUNTY'S** intent to terminate and the reasons for said termination. And in the event of any such termination the **CONTRACTOR** shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the **COUNTY** may withhold from any amounts due the **CONTRACTOR** for such work or completed services any balances due the Contractor, and said amounts shall be used to totally or partially offset the **COUNTY'S** damages as a result of the **CONTRACTOR'S** breach to the extent they are adequate.
- C. Either party may cancel the contract, without fault, by giving the other party 14 days' written notice.

15. **OWNERSHIP OF WORK PRODUCTS.**

Upon completion of the project or termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall become the COUNTY'S property.

IN WITNESS WHEREOF, the COUNTY has caused this Contract to be duly executed on its behalf, and thereafter the CONTRACTOR has caused the same to be duly executed on its behalf.

DATED: _____, 20 ____.

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

Chairman

Commissioner

Commissioner

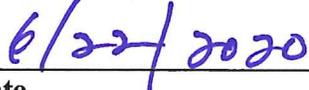
APPROVED AS TO FORM ONLY:

Prosecuting Attorney

W.R. BUSINESS DIRECTIONS L.L.C.



Walt Ronish, Owner



Date

ATTEST:

Clerk of the Board

Attachment A
W.R. Business Directions L.L.C.
Statement of Work - Vendor

Important Note: Funding for these Developmental Disabilities Services are considered vendor services. This agreement is a Vendor agreement and as such Contractor agrees to the following additional requirements:

Contractor shall assist Skamania County Community Health in operating the Adult Developmental Disabilities Employment Program in accordance with RCW Chapter 71A.14 in the following manner:

A. Confidentiality

- a. Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this contract for any purpose that is not directly connected with the performance of the services contemplated hereunder, except;
 - a. As provided by law, or,
 - b. In the case of Personal Information, as provided by law or with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
 - c. Confidential Information means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential information includes, but is not limited to, Personal Information. (Special terms and conditions)
2. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
 - a. Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - b. Physically Securing any computers, documents, or other media containing the Confidential Information.
 - c. Ensure the security of Confidential Information transmitted via fax (facsimile) by verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - d. When transporting six (6) to one hundred forty-nine (149) records containing Confidential Information, outside a Secure Area, do one or more of the following as appropriate;
 - i. Use a Trusted Network as defined in Attachment D – Data Security Requirements.
 - ii. Encrypt the Confidential Information, including;
 - a) Email and/or email attachments.
 - b) Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers, smart phones and flash memory devices.
 - e. When transporting one hundred fifty (150) records or more containing Confidential Information, outside a Secure Area refer to the requirements in Attachment D – Data Security Requirements.
 - f. Send paper documents containing Confidential Information via a Trusted System.

3. To the extent allowed by law, at the end of the Contract term, or when no longer needed, the parties shall return Confidential Information or certify in writing the destruction of Confidential Information upon written request by the other party.
4. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed through shredding, pulping or incineration.
5. The compromise or potential compromise of Confidential Information must be reported to the County Contact listed in the Contract within five (5) business days of discovery for breaches of less than 150 persons' protected data, and three (1) business days of discovery of breaches of over 150 persons' protected data. The parties must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.

B. Client Eligibility: Client eligibility and service referral are the responsibility of the DDA pursuant to Chapter 388-823 WAC (Eligibility) and Chapter 388-825 WAC (Service Rules). Only persons referred by DDA shall be eligible for direct Client services under this Program Agreement. It is DDA's responsibility to determine and authorize the appropriate direct service type. Direct Client services provided without authorization are not reimbursable under this Contract.

C. Credentials and Minimum Requirements:

1. Contractor agrees to act in compliance with Washington State Developmental Disabilities Administration Policy Manual (Located electronically at www.dshs.wa.gov/ddd/policy.shtml)
2. Contractor agrees to meet Quality Assurance standards. Quality Assurance means an adherence to contract minimum requirements, including *DDA Policy 6.13, Employment/Day Program Provider Qualifications*, County Guidelines and the Criteria for Evaluation, as well as a focus on reasonably expected levels of performance, quality and practice.
3. Policy procedural manuals for information systems, personnel and operations that processes can continue should staffing changes or absences occur.
4. Contractor agrees to Background/Criminal History Checks and to provide Skamania County Community Health with a copy of the results upon request. A background criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS clients, in accordance with RCW 43.43.830-845, RCW 74.15.030 and chapter 388.06 WAC. If the entity reviewing the application elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then Skamania County shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Central Unit (BCCU) must be utilized to obtain background clearance.

5. Quality Service Providers: Contractor assures that all service providers meet qualifications as outlined in the DDA Policy 6.13, *Program Provider Qualifications*.
6. Home and Community Based Waiver Services Assignment of Medicaid Billing Rights; Contractor agrees to assign to the County its Medicaid billing rights for services to DDA clients eligible under Title XIX programs in this agreement.
7. Contractor shall report Abuse and Neglect. Contractor and its subcontractors, who are mandated reporters under RCW 74.34.020(11), must comply with reporting requirements described in RCW 74.34.035 and 040 RCW and Chapter 26.44 RCW. If Contractor is notified that an employee or subcontractor staff member is cited or on the registry for a substantiated finding then that associated staff will be prohibited from providing services under this contract.
8. Contractor staff will promptly report to the County per DDA Policy 5.13 (*Protection from Abuse*), Mandatory Reporting if:
 - a. They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred.
 - b. If they have reason to suspect that sexual or physical assault of such a person has occurred, they shall also immediately report to the appropriate law enforcement agency.

D. Statement of Work:

1. Program Agreement Budget: Contractor agrees to provide Skamania County Community Health with a yearly program budget within 30 days of full contract execution. The total funding for all services shall not exceed the total allowed funding per client assigned to the contractor. Client Funding: Funds will follow clients if they move to a different county and/or choose a different qualified provider within the county.
2. Comply with the following referenced documents found at DDA Internet site <https://www.dshs.wa.gov/dda/county-best-practices> under "Counties":
 - a. DDA Policy 4.11, County Services for Working Age Adults;
 - b. WAC 388-850, WAC 388-828, WAC 388-845-0001, 0030, 0205, 0210, 0215, 0220, 0600-0610, 1200-1210, 1400-1410, 2100, 2110;
 - c. Criteria for Evaluation
 - d. County Guidelines; and
 - e. Disability Rights of Washington (formerly Washington Protection and Advocacy System) Access Agreement.
3. Conveyance of The Estimated Number of People to be Served and Targeted Outcomes: Contractor shall submit the Service Information Forms (SIF's), provided by DDA at Internet site <https://www.dshs.wa.gov/dda/county-best-practices> to indicate the estimated number of people to be served, targeted outcomes, and identified goal(s) that focus on quality improvement within the categories of Direct Client Services, and Other Activities within 30 days of execution of County Contract Approval. Once approved the SIF outcomes may be modified only by mutual agreement of the County and the DDA Region. (Quality Improvement means a focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality and practice.)

4. “Consumer Support” (special terms and conditions) refers to direct client service types as follows:
 - a. “Community Access” or “CA and “Community Inclusion” or “CI”: services are individualized services provided in typical integrated community settings for individuals in retirement. Services will promote individualized skill development, independent living and community integration for persons’ to learn how to actively and independently engage in their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion. These services may be authorized instead of employment support for working age individuals who have received nine months of employment support, haven’t found a job and decide not to continue looking for work.
 - b. “Individual Supported Employment” or “IE”: services are a part of an individual’s pathway to employment and are tailored to individual needs interests, abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state’s minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.
 - c. “Individualized Technical Assistance” or “ITA”” services are a part of an individual’s pathway to individual employment. This service provides assessment and consultation to the employment provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services or pre-vocational services for individuals who have not yet achieved their employment goal.
 - d. “Pre-Vocational Services or “PVS”: services are a part of an individual’s pathway to integrated jobs in typical community employment. These services and supports are intended to be short term and should be designed to further habilitation goals that will lead to greater opportunities for competitive and integrated employment and career advancement at or above minimum wage. Services are provided by agencies established to provide services to people with disabilities and offer training and skill development for groups of workers with disabilities in the same setting as well as individual support. Participants are provided at least monthly opportunities to experience typical community settings in support of their pursuit to integrated employment.

5. Program Outcomes Direct Client Services:
 - a. Monthly Community Access/Community Inclusion service support hours will be based on the Client’s Community Access Acuity per WAC 388-828-9310 for all Clients who began receiving Community Access/Community Inclusion services July 1, 2011 and forward.
 - i. To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of Community Access/Community Inclusion, services will occur individually or in a group of no more than 2 or 3 individuals with similar interest and needs.
 - ii. Community Access/Community Inclusion services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.

- iii. A client receiving Community Access/Community Inclusion services will not receive employment support simultaneously.
 - iv. A client receiving Community Access/Community Inclusion services may at any time choose to pursue work and to receive employment support.
- b. Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his or her living expenses. Clients should average twenty (20) hours of community work per week or eighty-six (86) hours per month. The amount of service a client receives should be based on his/her demonstrated need, acuity level and work history per WAC 388-828.
 - c. Prior to beginning service or an expected change in service, the provider will clearly communicate to the client and the County the maximum service hours per month the Client can expect to receive. Service changes will not occur until the client has received proper notification from DDA.
 - i. The client's DDA ISP (Individual Support Plan) is the driver for services. The CMIS County Service Authorization and updated Planned Rates information will not exceed the client's DDA ISP.
 - ii. The amount of service the client receives should match with the CMIS County Service Authorization and updated Planned Rates information.
 - d. All clients will have an individualized plan to identify client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the client's individualized plan will be provided to their DDA Case Resource Manager (CRM), guardian and others as appropriate.
 - e. Semi-annual progress reports that describe the outcomes of activities will be provided by the Contractor to County, DDA Case Resource Manager, guardians and others as appropriate. The report will summarize the progress made towards the clients individualized goals.
 - f. All clients will be contacted by their service provider according to the client need and at least once per month.
 - g. If clients in Individual Employment or Prevocational services have not obtained paid employment at minimum wage or better within **six (6) month** the Contractor will assure the following steps are taken:
 - i. Review of the progress towards employment goals:
 - ii. Provide evidence of consultation with the family/client; and
 - iii. Develop additional strategies with the family/client, Contractor staff, employment support staff and the case manager. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional strategies will be documented for each client and kept in the client's file(s).
 - h. If after twelve (12) months the client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six month progress report in the next six month progress report. The client may request to participate in Community Access/Community Inclusion activities or the client can choose to remain in

an employment program. When requesting to participate in Community Access/Community Inclusion services, the client shall communicate directly with his or her DDA Case Resource Manager (CRM). The CRM is responsible for authorizing Community Access/Community Inclusion services.

- i. For Prevocational services, it is expected that clients receive training and skill development in groups as well as individual support in the community. The total number of direct service staff hours provided to the group should be equal to or greater than the group's collective amount of individual support monthly base hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provided.
6. Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 530(a)(1), including that:
 - a. The setting is integrated in the greater community and supports individuals to have full access to the greater community;
 - b. Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;
 - c. The setting provides opportunities to seek employment and work in competitive integrated settings; and
 - d. The setting facilitates individual choice regarding services and supports, and who provides them.
 7. Contractor will provide a program report to the Developmental Disabilities Advisory Board at their regularly scheduled meetings.
 8. Contractor agrees to in person attendance of quarterly meetings with Skamania County Community Health and regional DDA staff.

D. Consideration:

1. Approval of Fees is the responsibility of DDA: The DDA Region reserves the right to approve fees/rates for the services being provided. Contractor will submit a fee/rate schedule within 30 days of County Contract Approval. Contractor will submit updated fee/rate schedules to the DDA Region for approval as changes occur. In the event the DDA Region intends to disapprove the rate schedule it will consult with the County prior to taking action.
2. Client Funding: Funds will follow clients if they move and/or choose a qualified provider in a different county. The client funding amount will be based on that client's historical employment, acuity level and the County classification plus administration.

E. Billing and Payment:

1. Monthly Invoices and documentation: All requests for reimbursement by Contractor for performance hereunder must be submitted by invoice with required documentation claim for each individual (see 2.). Client approval for services must be in place before County can process invoice for payment. County will make payment within 30 days of receipt of accepted invoice.
2. A claim for each individual is documented by indicating the number of service units delivered to each individual, the detail of these service units, the fee per unit and, if applicable, the client

hours worked and gross wages paid. A unit is defined as an "hour" entailing at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.

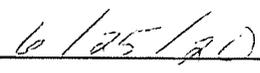
3. **Timeliness of Billings:** All initial invoices with employment documentation must be received by the County within 15 calendar days following the last day of the month in which the service is provided.
 4. It is an expectation that all clients access DVR funding as a resource. Client services shall not be reimbursed under this Contract when the same services are paid for under the Rehabilitation Act of 1973 (DVR), P.L. 94-142 Public Education, or any other source of public or private funding.
 5. **Recovery of Fees:** If Contractor bills and is paid fees for services that the County later finds were (a) not delivered or (b) not delivered in accordance with applicable standards, DSHS shall recover the fees for those services and Contractor shall fully cooperate during the recovery.
- F. DSHS/DRW Access Agreement:** The DRW February 27, 2001 Access Agreement with DDA is incorporated by reference. The Contractor assures that it and its subcontractors have viewed the Access Agreement. The agreement covers DRW's access to individuals with developmental disabilities, clients, programs, and records, outreach activities, authority to investigate allegations of abuse and neglect, other miscellaneous matters, and is binding for all providers of DDA contracted services.
- G. Quality Assurance & Evaluation:** Contractor will fully cooperate with County staff during an on-site review conducted at a minimum of one time every two years (in accordance with Washington State biennium cycle). The purpose of the review shall be to evaluate and review services delivered to reasonably assure compliance with this contract.
- H. Contractor agrees to comply with DSHS *Exhibit A - Data Security Requirements*** detailed on pages 16-19. Exhibit A is attached to Attachment A-Statement of Work and by this reference incorporated herein.

Walt Ronish, Owner
W.R. Business Directions L.L.C.

Date



Kirby Richards, Director
Skamania County Community Health



Date

Attachment B
HIPAA Business Associate Agreement

Definitions: COUNTY shall mean **Skamania County Community Health**
CONTRACTOR shall mean **WR Business Directions, LLC**

Obligations & Activities of Business Associate:

1. CONTRACTOR agrees to not use or disclose Protected Health Information (PHI), as defined in 45 CFR 164.501, other than as permitted or required by the Agreement or as required by law.
2. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
3. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI by CONTRACTOR in violation of the requirements of this Agreement.
4. CONTRACTOR agrees to report to COUNTY any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.
5. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information.
6. CONTRACTOR agrees to make internal practices and records, including policies & procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, COUNTY available to the Secretary of the Department of Health & Human Services, in a time and manner as agreed or designated by the Secretary, for purposes of the Secretary determining COUNTY'S compliance with Health Information Portability and Accountability Act (HIPAA).
7. CONTRACTOR agrees to document such disclosures of PHI and information related to such disclosures as would be required for COUNTY to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
8. CONTRACTOR agrees to provide to COUNTY or an individual, in time and manner as agreed, information collected in accordance with this agreement, to permit COUNTY to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
9. CONTRACTOR may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502 (j)(1) and may use PHI for the proper management and administration or to carry out the legal responsibilities of the CONTRACTOR, provided that such use or disclosure would not violate HIPAA.

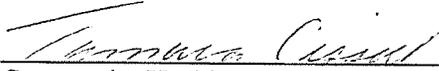
COUNTY Responsibilities:

1. COUNTY shall notify CONTRACTOR of any limitations in its notice of privacy practices of CONTRACTOR in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR'S use or disclosure of PHI.
2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by individual to use or disclose PHI, to the extent that such changes may affect CONTRACTOR'S use or disclosure of PHI.
3. COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of PHI.
4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under HIPAA if done by COUNTY.

Interpretation:

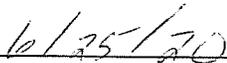
1. The reference in this Agreement to HIPAA shall mean the latest version in effect or as amended.
2. This agreement shall be amended as is necessary for COUNTY to comply with the requirements and amendments of HIPAA.
3. Any ambiguity in this Agreement shall be resolved to permit COUNTY to comply with HIPAA.

Contractor



Community Health

Date



Date

Attachment C
SUSPENSION & DEBARMENT CERTIFICATION

Definitions: COUNTY shall mean **Skamania County**
CONTRACTOR shall mean **WR Business Directions, LLC**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

This certification is required by the regulations at Title 2 Code of Federal Regulations Part 180 for all lower tier (subcontracting) transactions.

The CONTRACTOR certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The prospective lower tier participant shall provide immediate written notice to KIRBY RICHARDS if at any time the CONTRACTOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

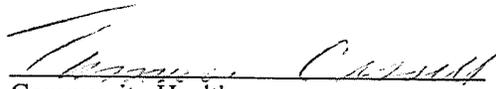
Should the CONTRACTOR enter into a covered transaction with another person at the next lower tier (subcontract), the CONTRACTOR agrees by signing this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified. The CONTRACTOR will do this by:

- (a) Checking the federal Excluded Parties List System (EPLS); or
- (b) Collecting a certification from that person; or
- (c) Adding a clause or condition to the contract with that person

The CONTRACTOR agrees by signing this agreement that it shall not knowingly enter into any lower tier transaction (subcontract) with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which the transaction originated. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction (subcontract) that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

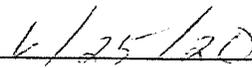
The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Contractor



Community Health

Date



Date

ATTACHMENT D
SKAMANIA COUNTY DEVELOPMENTAL DISABILITIES
CONTRACTOR DATA SECURITY REQUIREMENTS

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).
 - b. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.
 - c. "Business Associate Agreement" means an agreement between DSHS and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
 - d. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.
 - e. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.
 - f. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.

g. "FedRAMP" means the Federal Risk and Authorization Management Program (see www.fedramp.gov), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.

h. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

i. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.

j. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.

k. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

l. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.

m. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.

n. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such

as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.

o. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: <https://www.dshs.wa.gov/sesa/centralcontract-services/keeping-dshs-client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.
3. **Administrative Controls.** The Contractor must have the following controls in place:
 - a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.
 - b. If the Data shared under this agreement is classified as Category 4, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.
 - c. If Confidential Information shared under this agreement is classified as Category 4, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.
4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:
 - a. Have documented policies and procedures governing access to systems with the shared Data.
 - b. Restrict access through administrative, physical, and technical controls to authorized staff.
 - c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
 - d. Ensure that only authorized users are capable of accessing the Data.
 - e. Ensure that an employee's access to the Data is removed immediately:
 - (1) Upon suspected compromise of the user credentials.
 - (2) When their employment, or the contract under which the Data is made available to them, is terminated.

(3) When they no longer need access to the Data to fulfill the requirements of the contract.

f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information.

g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:

(1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.

(2) That a password does not contain a user's name, logon ID, or any form of their full name.

(3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.

(4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.

h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including: (1) Ensuring mitigations applied to the system don't allow end-user modification.

(2) Not allowing the use of dial-up connections.

(3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.

(4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.

(5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.

(6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.

i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:

(1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor

(2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)

(3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)

j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:

(1) Be a minimum of six alphanumeric characters.

(2) Contain at least three unique character classes (upper case, lower case, letter, number).

(3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.

k. Render the device unusable after a maximum of 10 failed logon attempts.

5. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be

transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.

f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. **Data storage on portable devices or media.**

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:

(a) Encrypt the Data.

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

i. Keeping them in a Secure Area when not in use,

ii. Using check-in/check-out procedures when they are shared, and

iii. Taking frequent inventories.

(2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. Data stored for backup purposes.

(1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.

i. Cloud storage. DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:

(a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed.

(b) The Data will be Encrypted while within the Contractor network.

(c) The Data will remain Encrypted during transmission to the Cloud.

(d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.

(e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DSHS.

(f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Contractor networks.

(g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,

(b) The Cloud storage solution used is FedRAMP certified.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. **System Protection.** To prevent compromise of systems which contain DSHS Data or through which that Data passes:

- a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.
- b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.
- c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.
- d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. **Data Segregation.**

a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.

(1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data. And/or,

(2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

(4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

(5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

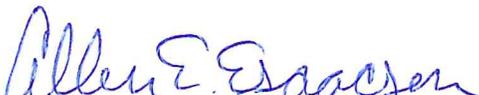
8. **Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.



Contractor



Community Health



Date



Date

SAFETY COMMITTEE REPORT TO COMMISSIONERS

06/23/2020

2020-E-02 Senior Services employee was backing up in a driveway and backed into a telephone pull damaging the tailgate and rear bumper. Cost to repair \$1,403.33.

Safety Committee agrees with the supervisor this is a preventable accident. Employee should be more aware of surroundings.

2020-E-03 Sheriff employee was in route to a call when a vehicle came over centerline and hit him head on collision occurred. Vehicle is totaled. Employee has seen a Dr.

Safety Committee agrees with supervisor this is an unpreventable accident on the part of County employee. But is preventable on the part of the other vehicle driver.

SKAMANIA COUNTY EMPLOYEE ACCIDENT/INCIDENT REPORT

Accident Number 2020-E-02

EMPLOYEE/VOLUNTEER STATEMENT

1. Name: Bob Sweeney 2. Job Title: Van Driver 3. Dept: Senior Services
 4. Time of Accident: 12:15 P.M. 5. Date of Accident: 4-1-20
 6. Location of Accident: Carson, Washington - near Evelyn Thomas Home
 7. Name of Person this accident/incident was reported to: Patty Latimer
 8. Date Reported: 4-1-20 Time Reported: 1:15 9. Name of Witness (es): _____
 10. Check if applicable to accident/incident:
 Accidental Injury Occupational Illness Property Damage Motorvehicle Workplace Violence
 11. Status: Elected Official Employee Volunteer Visitor
 12. Equipment # 9610 13. Damage Amount 1403.33
 14. Posted speed _____ 15. Actual speed 1mph Reverse

16. Complete Description of what you were doing just before the incident occurred:
Delivered meal, was packing up - Dumped telephone pole

17. Was another vehicle involved? Yes No N/A

18. Complete description of damage to other vehicle:

19. Describe Accident in Detail: (if equipment accident, attach a detailed sketch) (if injury describe in detail left/right/back/front-part of body injured)
Was packing up to leave residence - Dumped telephone pole

20. What if any treatment was done (CPR, Splint, Wrap, Clean affected area Etc.) and by whom? none

21. Was treatment refused? Yes No N/A If refused by whom? _____

22. What type of personal protective equipment was employee wearing? (i.e. gloves, goggles, boots)

23. Was a Doctor seen? Yes No N/A 24. Date you sought medical attention: _____

25. Time you sought medical attention: _____

26. Whom did you see? _____ 27. Name of Hospital/Office: _____

28. Could something have been done to prevent this from happening? Yes No
 If yes, please explain: More awareness of pole

29. EMPLOYEE SIGNATURE: Robert W. Sweeney 30. DATE: 4-6-20

State of Washington WAC 296-24-025 (6) Employee's Responsibility. "Employee shall make a prompt report to their supervisor, of each accident/incident". Skamania County Personnel Policy 8.2.3(4) requires this form to be returned to Safety Committee Secretary within 72 hours of accident.

For Official Use only:
 1. Date Safety Officer received report: 4/9/2020 2. Date Safety Committee Received Report: 6/11/2020
 3. Date Commissioners Reviewed Report: 6/11/20 4. Was this report returned to the Department? Yes No
 5. Date it was returned: _____
 Reason for report being returned: _____

SUPERVISOR'S STATEMENT

31. Supervisor's Name: Sophie Miller 32. Department Seniors 33. Date Reported: 4/1/20
34. Time reported to supervisor: 2:30 35. Who reported it? Patty Latimer

36. Investigate and describe that accident and any damages/injuries involved:
Driver was backing up to leave a meal delivery, did not see the telephone pole & backed into it. No injuries.

37. In your opinion, what was the cause of this accident, please describe below?

<input type="checkbox"/> Inadequate guards on equipment	<input type="checkbox"/> Improper signing
<input type="checkbox"/> Defective tools, equipment, etc.	<input checked="" type="checkbox"/> Lack of awareness
<input type="checkbox"/> Unsafe design or construction	<input type="checkbox"/> Improper clothing or shoes
<input type="checkbox"/> Improper storing	<input type="checkbox"/> Using unsafe equipment
<input type="checkbox"/> Strong wind	<input type="checkbox"/> Improper loading methods
<input type="checkbox"/> Rough terrain	<input type="checkbox"/> Taking unsafe position
<input type="checkbox"/> Toxic Material	<input type="checkbox"/> Failure to use protective equipment
<input type="checkbox"/> Slippery surface	<input type="checkbox"/> Distraction or inattention
<input type="checkbox"/> Poor housekeeping	<input type="checkbox"/> Improper turning movement
<input type="checkbox"/> Other (please list)	<input type="checkbox"/> Improper lifting

Describe:
38. What might be done to prevent this from happening in the future?
Use mirrors, be aware of all surroundings.

39. Injury/Illness Severity
 No treatment required
 First aid only
 Medical treatment (Attach Doctor's Report Form)
 Fatality Enter Date: _____

40. Time Loss
 No time loss
 Return to work the next work day
 Restricted Activity/Job Transfer
 Lost Workdays, not at work
*Note time loss includes any time spent away from work for treatment involving this incident/accident

41. No. of Days/hrs N/A

42. Has the employee been instructed to keep the County informed of progress? Yes No N/A

43. Has this employee been properly trained in the job he/she was performing? Yes No N/A

44. In your opinion, is this accident/incident: Preventable Unpreventable

45. Supervisor's Comments: _____

46. SUPERVISOR'S SIGNATURE: [Signature] 47. DATE: 4/8/20

48. Elected Official/Department Head's Comments: _____

49. ELECTED OFFICIAL/DEPARTMENT HEAD INITIAL'S _____ 50. DATE: _____

Please see that this form is completed promptly, and returned to Safety Committee within 72 hours of accident.

SAFETY COMMITTEE RECOMMENDATIONS/COMMENTS: Safety Committee recommends this is a preventable accident.

[Signature]
SAFETY CHAIRPERSON SIGNATURE

Agree with Safety Committee Comments Disagree with Safety Committee comments

Board of Commissioners Comments: _____

Chairman, Board of Commissioners _____ Date _____

Wind River Restorations LLC
2431 Wind River Rd
Carson, WA 98610
(541) 400-0397
restorations2017@gmail.com

*** PRELIMINARY ESTIMATE ***

04/13/2020 02:27 PM

Owner

Owner: SKAMANIA COUNTY
Address:
City State Zip: Stevenson, WA 98648

Work/Day: (509)427-3990
FAX:

Control Information

Claim # : SC2

Insured Policy # :

Inspection

Inspection Date: 04/13/2020 01:30 PM
City State Zip: STEVENSON, WA
Primary Impact: Deck Lid
Driveable: Yes

Inspection Type: Field
FAX:
Secondary Impact: Rear
Rental Assisted: No

Appraiser Name: HOBY HANSEN

Appraiser License # :

Repairer

Repairer: Wind River Restorations LLC
Address: PO Box 1263
City State Zip: Carson, WA 98610

Contact:
Work/Day: (541)400-0397
Work/Day:

Target Complete Date/Time:

Days To Repair: 6

Vehicle

2015 Dodge Caravan Grand AVP 4 DR Passenger Van
6cyl Gasoline 3.6
6-Speed Automatic

Lic Expire:
Veh Insp# :
Condition:
Ext. Color: WHITE
Ext. Refinish: Two-Stage

VIN: 2C7WDGBG9FR541969
Mileage Type: Actual
Code: N6664B
Int. Color:
Int. Refinish:

Options

2nd Row Head Airbags
Analog Gauges
Automatic Dimming Mirror
Chrome Grille
Digital Clock
Electronic Control Susp
Heated Power Mirrors
Keyless Entry System

AM/FM CD Player
Anti-Lock Brakes
Auxiliary Audio Input
Color-Keyed Bumper(s)
Dual Airbags
Halogen Headlights
Heated W/S Wiper Washers
Knee Air Bags

Air Conditioning
Armrest(s)
Bucket Seats
Cruise Control
Dual Zone Auto A/C
Head Airbags
Intermittent Wipers
LED Brakelights

MP3 Decoder	Overhead Console	Power Brakes
Power Door Locks	Power Steering	Power Windows
Pwr Accessory Outlet(s)	Rear Spoiler	Rear Window Defroster
Rear Window Wiper/Washer	Second Row Bench Seat	Side Airbags
Split Folding Rear Seat	Strg Wheel Radio Control	Tachometer
Third Seat (trucks)	Tilt & Telescopic Steer	Tinted Glass
Tire Pressure Monitor	Traction Control System	Trip Computer
Wheel Covers	Wood Interior Trim	

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Tailgate										
1	I	471		Shell,Tailgate	Repair				4.5*	SM
2	L	471	13	Shell,Tailgate	Refinish				3.7	RF
					2.6 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
Rear Bumper										
3	I	553		Cover,Rear Bumper	Repair				4.0*	SM
4	L	553		Cover,Rear Bumper	Refinish				3.1	RF
					2.6 Surface					
					0.5 Two-stage					
5	E	63	01	Pad,Rear Bumper Step	68125729AB	\$141.00			1.5	SM
5		Items								
			MC	Message						
			01	CALL DEALER FOR EXACT PART # / PRICE						
			13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE						

Estimate Total & Entries

OEM Parts					\$141.00	
Paint & Materials		6.8 Hours @	\$35.00		\$238.00	
Parts & Material Total						\$379.00
Tax on Parts & Material		@	7.700%			\$29.18
Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	\$55.00	1.5	8.5	10.0	\$550.00	
Mech/Elec (ME)	\$55.00					
Frame (FR)	\$55.00					
Refinish (RF)	\$55.00	6.8		6.8	\$374.00	
Labor Total				16.8 Hours		\$924.00
Tax on Labor		@	7.700%		\$71.15	
Gross Total						\$1,403.33
Net Total						\$1,403.33

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 98610 Default
 Rate Name Default

Audatex Estimating 8.0.818 ES 04/13/2020 02:34 PM REL 8.0.818 DT 03/01/2020 DB 04/01/2020
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1.6 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Reblt
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage



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SKAMANIA COUNTY EMPLOYEE ACCIDENT/INCIDENT REPORT

Accident Number 2020-E-03

EMPLOYEE/VOLUNTEER STATEMENT

1. Name: Chris Helton 2. Job Title: Deputy 3. Dept: Sheriff
 4. Time of Accident: 0036 5. Date of Accident: 3/19/20
 6. Location of Accident: Skye Road M.P. 5
 7. Name of Person this accident/incident was reported to: Skamania Dispatch
 8. Date Reported: 3/19/20 Time Reported: 0036 9. Name of Witness (es): —
 10. Check if applicable to accident/incident:
 Accidental Injury Occupational Illness Property Damage Motorvehicle Workplace Violence
 11. Status: Elected Official Employee Volunteer Visitor
 12. Equipment # 709 13. Damage Amount UNK
 14. Posted speed 35 15. Actual speed 30-35

16. Complete Description of what you were doing just before the incident occurred: En route to check a residence on Bear Prairie Road. Vehicle approached in on coming lane, crossed centerline striking patrol vehicle, WSP investigating collision, causing driver cited - 20-01879.

17. Was another vehicle involved? Yes No N/A

18. Complete description of damage to other vehicle: Passenger side doors, intrusion into passenger compartment.

19. Describe Accident In Detail: (if equipment accident, attach a detailed sketch)(if injury describe in detail left, right, back or front - part of body injured)
Neck sore. Right knee sore, right wrist contusion. 3 air bags deployed in collision. Employees glasses damaged.

20. What if any treatment was done (CPR, Splint, Wrap, Clean affected area Etc.) and by whom? Both drivers evaluated EMS

21. Was treatment refused? Yes No N/A If refused by whom?

22. What type of personal protective equipment was employee wearing? (i.e. gloves, goggles, boots)
Seat belt

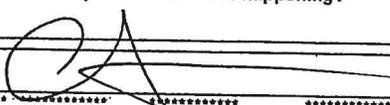
23. Was a Doctor seen? Yes No N/A 24. Date you sought medical attention:

If injury results, will see doctor - 25. Time you sought medical attention:

26. Whom did you see? 27. Name of Hospital/Office

28. If available, would you be willing to perform light duty work during your recovery? Yes No N/A

29. Could something have been done to prevent this from happening? Yes No
 If yes, please explain:

30. EMPLOYEE SIGNATURE:  31. DATE: 3/20/20

State of Washington WAC 296-24-025 (6) Employee's Responsibility. "Employee shall make a prompt report to their supervisor, of each industrial accident/incident". Skamania County Personnel Policy 8.2.3(4) requires this form to be returned to Safety Committee Secretary within 72 hours of accident.

For Safety Committee Use only: Date Safety Committee received report: <u>4/17/2020</u>	Date Sent Report to Risk Manager: <u>4/17/2020</u>	Date Sent to Safety Committee: <u>5/14/2020</u>
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SUPERVISOR'S STATEMENT

32. Supervisor's Name: Carroll C. [Signature] 33. Department SO 34. Date Reported: 3-19-20

35. Exact time reported to you: 0040 36. Who reported it? DISPATCH

37. Investigate and describe that accident and any damages/injuries involved.: WSP INVESTIGATING

38. In your opinion, what was the cause of this accident?

- Inadequate guards on equipment
- Defective tools, equipment, etc.
- Unsafe design or construction
- Improper storing
- Strong wind
- Rough terrain
- Toxic Material
- Slippery surface
- Poor housekeeping
- Other (please list) SUSPECT SPEED
- Improper signing
- Lack of awareness
- Improper clothing or shoes
- Using unsafe equipment
- Improper loading methods
- Taking unsafe position
- Failure to use protective equipment
- Distraction or inattention
- Improper turning movement
- Improper lifting

39. What might be done to prevent this from happening in the future? NOTHING

Read above statement

40. Injury/Illness Severity

No treatment required

First aid only

Medical treatment (Attach Doctor's Report Form) PENDING

Fatality Enter Date: _____

41. Time Loss

No time loss

Return to work the next work day

Restricted Activity/Job Transfer

Lost Workdays, not at work

42. No. of Days/hrs _____

*Note time loss includes any time spent away from work for treatment involving this incident/accident

43. Has the employee been instructed to keep the County Informed of progress? Yes No NA

44. Has this employee been properly trained in the job he/she was performing? Yes No NA

45. In your opinion, is this accident/incident: Preventable Unpreventable

46. Supervisor's Comments:

47. SUPERVISOR'S SIGNATURE: [Signature] 48. DATE: 03-21-20

49. Elected Official/Department Head's Comments:

50. ELECTED OFFICIAL/DEPARTMENT HEAD INITIAL'S [Signature] 51. DATE: 3-30-20

Please see that this form is completed promptly, and returned to Safety Committee within 72 hours of accident.

SAFETY COMMITTEE RECOMMENDATIONS/COMMENTS:

[Signature]
SAFETY CHAIRPERSON SIGNATURE

Agree with Safety Committee Comments Disagree with Safety Committee comments

Board of Commissioners Comments: Safety Committee agrees with supervisor unpreventable on part of employee

Chairman, Board of Commissioners Date



BPR 8891



STATE OF WASHINGTON POLICE TRAFFIC COLLISION REPORT



1591971

REPORT NO. EA26495

1 0 4 27
2
3
1 1 8 28
2
3

INTERSTATE CITY STREET FIRE RESULTED STOLEN VEHICLE HIT & RUN INVOLVED
STATE ROUTE OTHER
COUNTY RD PRIVATE WAY

CASE #

LOCAL AGENCY CODING

TOTAL # OF UNITS 02 OBJECT STRUCK

TRIBAL RESERVATION

DATE OF COLLISION 03 - 19 - 2020 TIME (2400) 0043 COUNTY # 30 MILES 13 5 N S E W IN OF 0877

ON (PRIMARY TRAFFIC WAY) INTERSECTION NON INTERSECTION SKYE ROAD BLOCK NO. 0 5 MILE POST

DISTANCE 0 5 MILES FEET WASHOUGAL RIVER ROAD

UNIT 01 MOTOR VEHICLE PEDAL-CYCLE DAMAGE THRESHOLD MET PHONE D: 3609042485

LAST NAME HOPPLE FIRST NAME ANDREW MIDDLE INITIAL J

STREET NEW ADDRESS 62 CEDAR GROVE LN CITY WASHOUGAL ST WA ZIP 986717654

CDL IGNITION INTERLOCK REQUIRED PRESENT MEDICAL TRANSPORTED

DRIVER'S LICENSE # HOPPLAJ000M9 STATE WA SEX M D.O.B. MMDDYY 07 - 29 - 2000

ON DUTY STATUS AIRBAG 2 RESTR 4 EJECT 1 HELMET USE INJURY CLASS 1 NATURE OF INJURIES

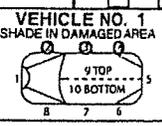
LICENSE PI ATF # BSJ7838 STATE WA VIN # JN1SU01S1B7002504

TRAILER PLATE # STATE TRAILER PLATE # STATE

VEH. YEAR 1981 MAKE DATS MODEL 810 STYLE SD VEHICLE TOWED DUE TO DISABLING TOWED BY DAMAGE YES NO GOVT. VEHICLE YES NO

REGISTERED OWNER INFO ANDREW HOPPLE 62 CEDAR GROVE LN WASHOUGAL WA 98671

LIABILITY INSURANCE IN EFFECT INSURANCE CO & POLICY # PROGRESSIVE P3704615 CITATION # XZ0012264 CHARGE SPEED TOO FAST FOR CONDITIONS



UNIT 02 MOTOR VEHICLE PEDAL-CYCLE PEDESTRIAN PROPERTY OWNER DAMAGE THRESHOLD MET PHONE D: 5094279490

LAST NAME HELTON FIRST NAME CHRISTOPHER MIDDLE INITIAL R

STREET NEW ADDRESS 18 RAMSAY LN CITY WHITE SALMON ST WA ZIP 986728820

CDL IGNITION INTERLOCK REQUIRED PRESENT MEDICAL TRANSPORTED

DRIVER'S LICENSE # WDL316SD603B STATE WA SEX M D.O.B. MMDDYY 07 - 14 - 1964

ON DUTY STATUS AIRBAG 3 RESTR 4 EJECT 1 HELMET USE INJURY CLASS 1 NATURE OF INJURIES

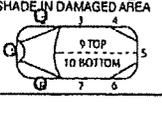
LICENSE PI ATF # C8339C STATE WA VIN # 2C3CDXKT9KH617661

TRAILER PLATE # STATE TRAILER PLATE # STATE

VEH. YEAR 2019 MAKE DODG MODEL CHARGE STYLE 4D VEHICLE TOWED DUE TO DISABLING TOWED BY DAMAGE YES NO GOVT. VEHICLE YES NO

REGISTERED OWNER INFO SKAMANIA COUNTY ER&R PD BOX 1009 STEVENSON WA 98648

LIABILITY INSURANCE IN EFFECT INSURANCE CO & POLICY # WA CO RISK POOL CITATION # CHARGE OFFICER'S NAME (PRINT) JEFFREY HEATH OFFICER PHONE BADGE OR ID # 551 AGENCY WAWSP0501



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1 2 32
1 2 33
5 1 34
1 35
1 36

4 37
4 38
3 39
3 40
1 41
1 42
43
44

Bf28891



STATE OF WASHINGTON
POLICE TRAFFIC
COLLISION REPORT



1591972

CORRECTION

REPORT NO. **EA26495**

CASE #

ADDITIONAL PERSONS INVOLVED (PASSENGERS AND/OR WITNESSES ONLY)

NAME (LAST, FIRST, MIDDLE INITIAL)																	
ADDRESS & PHONE #																	
PASSENGER <input type="checkbox"/> WITNESS <input type="checkbox"/> UNIT #												SEX		D.O.B. MM/DD/YYYY			
SEAT POS.		AIRBAG		RESTR.		EJECT		HELMET USE		INJURY CLASS		NATURE OF INJURIES					
NAME (LAST, FIRST, MIDDLE INITIAL)																	
ADDRESS & PHONE #																	
PASSENGER <input type="checkbox"/> WITNESS <input type="checkbox"/> UNIT #												SEX		D.O.B. MM/DD/YYYY			
SEAT POS.		AIRBAG		RESTR.		EJECT		HELMET USE		INJURY CLASS		NATURE OF INJURIES					
NAME (LAST, FIRST, MIDDLE INITIAL)																	
ADDRESS & PHONE #																	
PASSENGER <input type="checkbox"/> WITNESS <input type="checkbox"/> UNIT #												SEX		D.O.B. MM/DD/YYYY			
SEAT POS.		AIRBAG		RESTR.		EJECT		HELMET USE		INJURY CLASS		NATURE OF INJURIES					

NARRATIVE

Vehicle one was traveling southbound on Skye Road and lost control while rounding a curve in the roadway. At the same time, vehicle two was traveling northbound on Skye Road. Driver of vehicle one overcorrected, applied brakes and crossed over the center-line broadside. Vehicle two was unable to avoid vehicle one and collided into the passenger side door.

I CERTIFY (DECLARE) UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT. (RCW 9A.72.085)

JEFFREY HEATH

03-20-20 07:35 PM

INVESTIGATING OFFICER'S SIGNATURE

UNIT OR DIST. DET

DATED

PLACE SIGNED

APPROVED BY

DATE

MATTHEW HUGHES 225

3/27/2020 6:31:23 PM

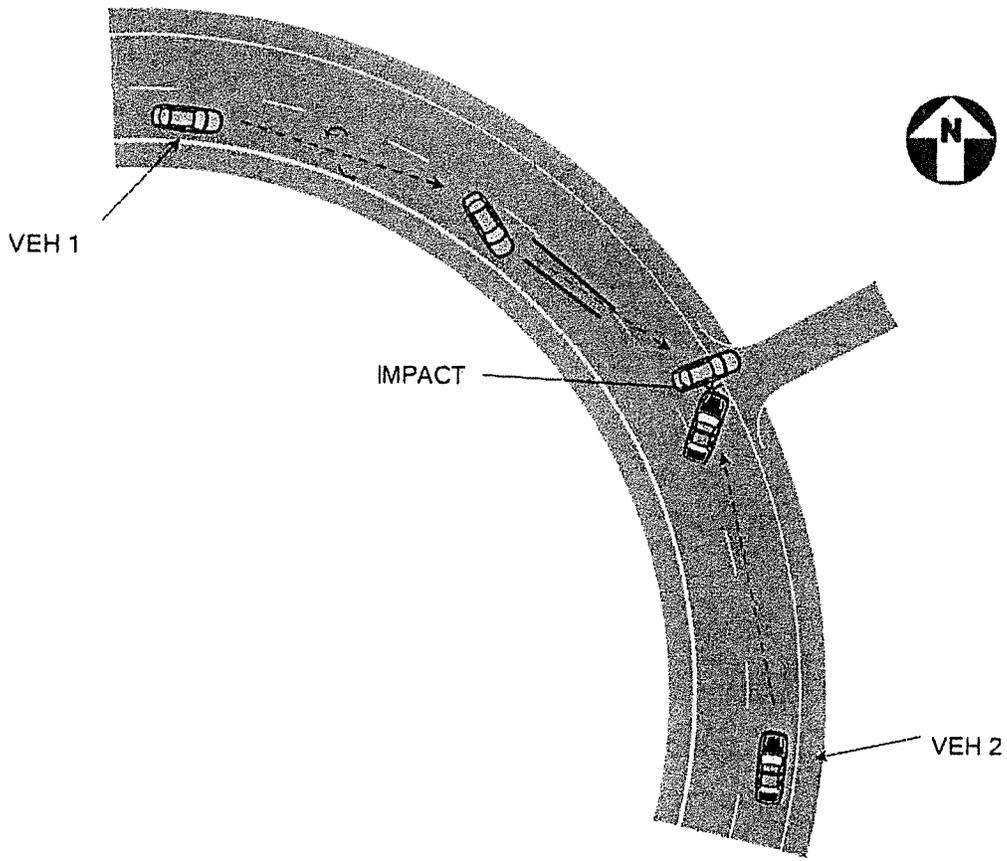
BADGE OR ID #	551	ORI #	WAWSP0501	TIME POLICE DISPATCHED	12:49 AM	TIME POLICE ARRIVED	1:23 AM
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BF28891

REPORT NO. EA26495

CASE #

DATE AND TIME OF COLLISION 03/19/20 00:43



MP .5 SKYE ROAD

RESOLUTION NO. 2020-23

A RESOLUTION OPPOSING PROPOSED REVISIONS TO THE COLUMBIA RIVER GORGE NATIONAL SCENIC AREA MANAGEMENT PLAN POLICIES FOR URBAN AREA BOUNDARY REVISIONS

WHEREAS, in 1986, Congress passed the Columbia River Gorge National Scenic Area Act, Pub. L. 99-663, §§ 2-18, 100 Stat. 4274 (1986), now codified at 16 U.S.C. §§ 544-544p ("Act"). The Act created the Columbia River Gorge National Scenic Area ("NSA") and designated 13 Urban Areas within the NSA.

WHEREAS, the Act states two purposes: (1) to create a national scenic area in Washington and Oregon "to protect and provide for the enhancement of the scenic, cultural, recreational, and natural resources of the Columbia River Gorge"; and (2) to protect and support the economy of the area "by encouraging growth to occur in existing urban areas and by allowing future economic development in a manner that is consistent with" the first purpose.

WHEREAS, the Columbia River Gorge Commission ("Gorge Commission") adopted the Columbia River Gorge Management Plan ("Management Plan") in 1991 and the U.S. Secretary of Agriculture concurred with the Management Plan in 1992.

WHEREAS, Congress directed the Gorge Commission to review the Management Plan no sooner than 5 years but at least every 10 years to determine whether it should be revised. The Gorge Commission last adopted revisions to the Management Plan in 2004.

WHEREAS, in 2016, the Gorge Commission and U.S. Forest Service began to work on a second revision to the Management Plan and propose to adopt revisions to the Management Plan in 2020.

WHEREAS, the Gorge Commission proposes significant policy changes as a part of the proposed 2020 amendments to the Management Plan that undercut the purpose of the Act to protect and support the economy of the area and effectively prohibit any future growth in the Urban Areas.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The Skamania County Board of County Commissioners opposes the proposed 2020 amendments to the Management Plan that fail to protect and support the economic vitality of The Gorge. The proposed revisions to Part IV Administration, Chapter 1 Gorge Commission Role, Revision of Urban Area Boundaries are inconsistent with the Act and preclude future growth opportunities for the Gorge's Urban Areas.

PASSED this 30th day of June, 2020.

**SKAMANIA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Chair Date

Commissioner Date

Commissioner Date

ATTEST:

Clerk of the Board Date

APPROVED AS TO FORM ONLY:

Prosecuting Attorney Date