

SKAMANIA COUNTY BOARD OF COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648
Agenda for July 21, 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, July 21, 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. Letter of appointment to Ingrid Colvard to fill the unexpired Schools/Education position of the Homeless Housing Board
2. Contract Amendment # 6 with State of Washington, Department of Corrections, amending the period of performance through June 30, 2022 for chemical dependent screenings, intakes, assessments and treatment to offenders referred by the Department of Corrections under the Drug Offender Sentencing Alternative program
3. Contract with ESD 112 for Child Development services within the Developmental Disabilities program for Klickitat County
4. Interlocal Agreement with Superior Courts for Skamania and Klickitat Counties, and Skamania and Klickitat Superior Court for 2020-2021 Propose GAL Program Coordinator contract
5. Contract with Incident Management Partners to update FEMA approval Hazard Mitigation Plan
6. Contract with Washington Association of Sheriff’s and Police Chiefs for grant costs associated with sex offender address and residency verification program

Voucher Approval

Payroll Approval

Consider new job description for Community Health Medical Assistant and set salary range

Meeting Updates

CONTINUED NEXT PAGE

Note: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting, and may add and act on any item not included in the above agenda. Minutes are available at www.skamaniacounty.org on the Commissioners web page. If necessary, the Board may recess into executive session on scheduled meeting days.

CONTINUED FROM PREVIOUS PAGE

- 10:00 AM Department Head reports
- 10:30 AM **Board of Health Special Meeting** – The agenda for this meeting can be found on the Commissioners Website under Board of Health. **The ZOOM numbers for this “Special Meeting” will be the same as listed above for this week’s Board of Commissioners meeting.**
- 11:00 AM Workshop with Financial Management Administrator, Elected Officials and Department Heads to discuss FEMA and CARES funding
- Lunch
- 1:30 PM Forest Service Updates
- 2:30 PM Washington Gorge Action Program (WGAP) Updates
- Adjourn



**SKAMANIA COUNTY BOARD
OF COMMISSIONERS**

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

(509)427-3700
(509) 427-3708 Fax

Richard Mahar
District 1

Tom Lannen
District 2

Bob Hamlin
District 3

July 21, 2020

Stevenson-Carson School District
Attn: Ingrid Colvard, Superintendent
P.O. Box 850
Stevenson, WA 98648

Re: Appointment to Homeless Housing Council

Dear Ms. Colvard:

On July 21, 202 the Skamania County Board of Commissioners appointed you as a representative to the Skamania County Homeless Housing Council. You are being appointed to a position representing schools/education.

This is a two -year term unexpired term, replacing Superintendent, Karen Douglass who has retirement from the school district. This term will expire October 31, 2021.

Thank you for your willingness and interest in serving on this council.

Sincerely,

Bob Hamlin
Chair

CC: Tamara Cissell, Leslie Naramore



HOMELESS HOUSING

Updated 7/21/20

Washington State Homeless Housing and Assistance Act of 2005
Resolution 2007-13

Requirements

The Council shall consist of at least seven (7) and not more than fifteen (15) members, appointed for two-year terms by the Skamania County Board of Commissioners, except that the initial appointments may be for shorter terms to stagger the expiration dates of the terms. The membership should include representation from those affected by the Plan and various business, government and non-profit agencies that provide services to homeless persons. Suggested representation includes a financial institution, real estate, other local businesses, Mental Health and Substance Abuse services, WA Department of Social and Health Services, Domestic Violence and Sexual Assault services, Ministerial Association, Sheriff's Department, and schools.

Appointee

2 Year Terms-Expiration

Criminal	Toni Farris	09/08/2020 (expired 9/8/2016 & new term)
DomVio/Sexual Assault	Lisa Alexander	04/14/2021
DSHS #1	Tammy Manner	04/14/2021
Government	Bob Hamlin	04/14/2021
Government	Debi VanCamp	08/08/2021
Government	Matthew Knudsen	08/21/2020
Mental Health/Sub Abuse	Tamara Cissell	04/14/2021
Public - #1	Michael Henry	04/14/2021 Robbi Orr resigned 11/29/17
Public #2	Paul Spencer	02/19/2020 (expired 2/19/2016 & new term)
Public #3	Felicia Ann Becerra	07/30/2021- resigned on 11/21/19
Public #3	Marlene Jarrell	07/30/2021 Appointed to unexpired #3 12/10
Housing Authority	Karen Long	08/22/2021
WGAP -nonprofit	Leslie Naramore	09/12/2021
Schools/Education	Ingrid Colvard	10/31/2021
Ministerial	Steve Minnis	10/08/2021

Debbie Slack

From: Colvard, Ingrid <ColvardI@scsd303.org>
Sent: Tuesday, July 14, 2020 8:53 AM
To: Tamara Cissell
Cc: Debbie Slack; Bob Hamlin; Lori Koch; Allen Esaacson; Justine Norris; Debi Vancamp
Subject: RE: Skamania County Homeless Housing Council

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.

Good Morning.

I so appreciate the warm welcome and look forward to our partnership in serving our community. I am delighted to accept a position on the board of the Skamania County Homeless Housing Council. Let me know how to join in the work and I will dedicate myself to serving well. I look forward to "meeting" you all on Zoom tomorrow.

Thank You,

Ingrid L. Colvard

Ingrid L. Colvard
Superintendent

Stevenson-Carson School District
509.427.5674 / colvardi@scsd303.org
PO Box 850 Stevenson, WA 98648

From: Tamara Cissell <tamarac@co.skamania.wa.us>
Sent: Tuesday, July 14, 2020 8:39 AM
To: Colvard, Ingrid <ColvardI@scsd303.org>
Cc: Debbie Slack <slack@co.skamania.wa.us>; Bob Hamlin <Hamlin@co.skamania.wa.us>; Lori Koch <koch@co.skamania.wa.us>; Allen Esaacson <allene@co.skamania.wa.us>; Justine Norris <norris@co.skamania.wa.us>; Debi Vancamp <vancamp@co.skamania.wa.us>
Subject: Skamania County Homeless Housing Council

Superintendent Colvard,

We welcome you to your new position and look forward to continued partnership with the school district. I believe you and Karen have talked about the Skamania County Homeless Housing Council and her intent to resign so that the school representation could be turned over to you. Please see below and confirm, to this group, that you would be accepting of the position on the Board. Once confirmation is received we will email you a welcome packet to start orienting you. The Board meets the 3rd Wednesday of every month at 1:00 p.m. Currently, attendance is by Zoom. Thank you, Tamara Cissell – Skamania County Community Health and Chair of Homeless Housing Council

From: Douglass, Karen
Sent: Tuesday, July 14, 2020 7:40 AM
To: Debbie Slack <slack@co.skamania.wa.us>; Bob Hamlin <Hamlin@co.skamania.wa.us>; Tamara Cissell <tamarac@co.skamania.wa.us>; Justine Norris <norris@co.skamania.wa.us>
Subject: Skamania County Homeless Council

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Good Morning,

Thank you for the opportunity to serve on the Skamania County Homeless Council. Serving our vulnerable youth and families will continue to be my passion; however, Ingrid Colvard, our new superintendent, will be joining future meetings on behalf of SCSD. Although I verbally let the council know last month that I was stepping down, this is my "formal" resignation from the Skamania County Homeless Council board, as I am unsure if the Commissioners needed to take any action.

Thank you,

Karen Douglass

Karen Douglass

Community Coalition Coordinator
ESD 112

*letter to Ingrid
Homeless Housing*

Debbie Slack

From: Douglass, Karen <DouglassK@SCSD303.org>
Sent: Tuesday, July 14, 2020 7:40 AM
To: Debbie Slack; Bob Hamlin; Tamara Cissell; Justine Norris
Subject: Skamania County Homeless Council

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Good Morning,

Thank you for the opportunity to serve on the Skamania County Homeless Council. Serving our vulnerable youth and families will continue to be my passion; however, Ingrid Colvard, our new superintendent, will be joining future meetings on behalf of SCSD. Although I verbally let the council know last month that I was stepping down, this is my "formal" resignation from the Skamania County Homeless Council board, as I am unsure if the Commissioners needed to take any action.

Thank you,

Karen Douglass

Karen Douglass

Community Coalition Coordinator
ESD 112

Debbie Slack

From: Tamara Cissell
Sent: Tuesday, July 14, 2020 8:27 AM
To: Debbie Slack
Cc: Bob Hamlin; Debi Vancamp
Subject: RE: Skamania County Homeless Council

BOCC,

As the Chair for the Homeless Housing Council it is my recommendation that the school representation on the Board be changed from Karen Douglass to the new school superintendent; Ingrid Colvard. I will reach out to Ingrid and ask that she submit a request for this change as well. Thank you, Tamara

From: Debbie Slack
Sent: Tuesday, July 14, 2020 8:09 AM
To: Tamara Cissell <tamarac@co.skamania.wa.us>
Cc: Bob Hamlin <Hamlin@co.skamania.wa.us>
Subject: FW: Skamania County Homeless Council

The Board will need an email from you and the new superintendent requesting the change. Thanks! I will be on vacation next week, so the official appointment won't happen until probably the first week of August. Thanks!

From: Douglass, Karen
Sent: Tuesday, July 14, 2020 7:40 AM
To: Debbie Slack <slack@co.skamania.wa.us>; Bob Hamlin <Hamlin@co.skamania.wa.us>; Tamara Cissell <tamarac@co.skamania.wa.us>; Justine Norris <norris@co.skamania.wa.us>
Subject: Skamania County Homeless Council

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Good Morning,

Thank you for the opportunity to serve on the Skamania County Homeless Council. Serving our vulnerable youth and families will continue to be my passion; however, Ingrid Colvard, our new superintendent, will be joining future meetings on behalf of SCSD. Although I verbally let the council know last month that I was stepping down, this is my "formal" resignation from the Skamania County Homeless Council board, as I am unsure if the Commissioners needed to take any action.

Thank you,

Karen Douglass

Karen Douglass

Community Coalition Coordinator
ESD 112

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

2. Contract Status: (Check appropriate box) Original Renewal Amendment #6

3. Contractor Information: Contractor: State of WA-Department of Corrections
Contracts and Legal Affairs
Contact Person: Dianna L. Brown
Title: Contracts Assistant
Address: PO Box 41114
Address: Olympia, WA 99504-1114
Phone: 360-725-8367

4. Brief description of purpose of the contract and County’s contracted duties:

Amends agreement to conduct chemical dependency screenings, intakes, assessments and treatment to offenders referred by the Department of Corrections (DOC) under the Drug Offender Sentencing Alternative (DOSA) program. This amendment extends the period of performance through June 30,2022.

5. Term of Contract: From: October 1, 2013 To: June 30, 2022

6. Contract Award Process: (Check appropriate box)

General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

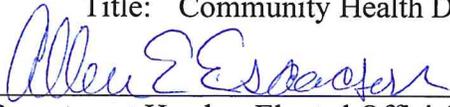
- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- Other Exempt (explain and provide RCW) 39.29

Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

- Small Works Roster (PW projects up to \$200,000)
- Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)

7. Original Award Amount \$0 Fee for service
Amendment Amount \$0
Total Non-County Funds Committed \$0 Source: WA Dept of Corrections
Total County Funds Committed: \$
TOTAL FUNDS COMMITTED: \$0

8. County Contact Person: Name: Kirby Richards, LICSW
Title: Community Health Director

9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments:

Please email scanned Amendment to Dianna Brown at dlbrown1@doc1.wa.gov

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	BOCC, 7/21/2020	
<u>SUBJECT</u>	Dept of Corrections, Amendment #6 Extension of contract period	
<u>ACTION REQUESTED</u>	Signature	

SUMMARY/BACKGROUND

Amends agreement to conduct chemical dependency screenings, intakes, assessments and treatment to offenders referred by the Department of Corrections (DOC) under the Drug Offender Sentencing Alternative (DOSA) program. This amendment extends the period of performance through June 30,2022

FISCAL IMPACT

REVENUE CONTRACT

Fee for Service

RECOMMENDATION

Sign Contract

LIST ATTACHMENTS

Contract No. K10422 – Amendment No. 6
Face Sheet



State of Washington
Department of Corrections

Contract No. 10422
Amendment No. 6

This Amendment is made by the Washington State Department of Corrections, hereinafter referred to as "Department," and Skamania County Community Health, hereinafter referred to as "Contractor," for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and Contractor.

WHEREAS the purpose of this Amendment is to extend the Period of Performance.

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and Contractor agree as follows:

Section II, PERIOD OF PERFORMANCE, is amended, in part, as follows:

Subject to other contract provisions, the period of performance under this contract will be October 1, 2013 through (~~June 30, 2020~~) June 30, 2022 unless sooner terminated as provided herein.

Additions to this text are shown by underline and deletions by (~~strikeout~~). All other terms and conditions remain in full force and effect. The effective date of this Amendment is **July 1, 2020**.

THIS AMENDMENT, consisting of one (1) page is executed by the persons signing below who warrant that they have the authority to execute this Amendment.

SKAMANIA COUNTY COMMUNITY
HEALTH

DEPARTMENT OF CORRECTIONS

(Signature)
Robert Hamlin

(Printed Name)
Chair

(Title)
7/21/20

(Date)

(Signature)
Debra J. Eisen

(Printed Name)
Contracts Administrator

(Title)

(Date)

Approved as to Form: This Amendment format was approved by the office of the Attorney General.
Approval on file.

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	BOCC, 7/21/2020	
<u>SUBJECT</u> Contract	Educational Service District 112 - Professional Services	
<u>ACTION REQUESTED</u>	Signature	

SUMMARY/BACKGROUND

Contract for Child Development services within the Klickitat County Developmental Disabilities programs for the period of 4/1/2020 – 6/30/2020

FISCAL IMPACT

Up To \$10,000. Expenditure contract reimbursed through Developmental Disabilities contracts.

RECOMMENDATION

Sign

LIST ATTACHMENTS

- Face Sheet
- Contract
- Exhibit A – Statement of Work
- Exhibit B – Special Terms & Conditions
- Exhibit C – Business Associate Agreement
- Exhibit D – Suspension & Debarment
- Exhibit E – Data Security Requirements

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT
BETWEEN SKAMANIA COUNTY
AND EDUCATIONAL SERVICE DISTRICT 112
APRIL 1, 2020 – JUNE 30, 2020**

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **EDUCATIONAL SERVICE DISTRICT 112**, 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**; 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 Attachment A, B and C which have been initialed by the parties, 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 terminate on **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 may terminate this contract earlier upon five (5) days written notice.

5. **PAYMENTS FOR SERVICES.**

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed \$10,000 including Washington sales tax, and shall be paid 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. 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** seven (7) day's 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**

**EDUCATIONAL SERVICE
DISTRICT 112**

Chairman

Commissioner

Date

Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

Prosecuting Attorney

Clerk of the Board

EXHIBIT A
STATEMENT OF WORK
CONTRACT 2020
EDUCATIONAL SERVICE DISTRICT #112

1. SERVICE DESCRIPTION

The goal of Child Development Services is to enhance the development of infants and toddlers with disabilities and to minimize their developmental delays. Child Development Services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments and intended to promote improved positive social-emotional skills (including social relationships); acquisition and use of knowledge and skills (including early language/communication); and use of appropriate behaviors to meet their needs. Services shall be designed to match the preferences, hopes and strengths of the family and enhance their capacity to meet the special needs of their infants and toddlers with disabilities.

2. CONTRACTOR REQUIREMENTS

The Contractor shall ensure that the training, experience, and expertise of their staff meet the highest entry-level requirements in Washington State for Early Intervention Professionals and relate to the needs of the participants, as outlined in Developmental Disabilities Administration (DDA) Policy 6.13.

The Contractor shall provide to the County Developmental Disabilities Program Coordinator a schedule of business hours for each calendar year within fifteen (15) days of the beginning of the contract. The schedule shall include regular days and hours of operations, observed holidays and planned closures.

3. AUTHORIZED EARLY INTERVENTION SERVICES

The Contractor shall provide one (1) or more of the Early Intervention Services listed below, as defined by Washington State's Federally Approved Plan for the Early Support for Infants and Toddlers Program Department of Early Learning Under the Individuals with Disabilities Education Act (IDEA) Early Intervention Section

Only services provided in natural environments are funded in this Statement of Work.

3.1. Family training, counseling, and home visits

3.2. Occupational therapy

3.3. Physical therapy

3.4. Specialized instruction

3.5. Speech/Language Pathology

4. PROGRAM REQUIREMENTS

It is expected that services will be delivered within a multi-disciplinary team and using a primary coach approach. One (1) member of a multi-disciplinary team will be assigned as the principal coach and point of contact for the child and family. The primary coach is responsible for the child/family outcomes as identified on the child's Individual Family Service Plan (IFSP). Other therapists and/or educators provide support to the primary coach and may provide services to the child as needed to meet the outcomes identified on the IFSP.

The Contractor shall provide services as outlined below:

- 4.1. Evaluation (eligibility), assessment (child and family need) and the Individualized Family Service Plan (IFSP) shall be conducted within 45 days of receipt of referral. (Referral is defined as the date the family has been informed of the opportunity for services, of their rights, and they indicate a desire to pursue services).
- 4.2. Collaborate with the child's Family Resources Coordinator in the development of an Individual Family Service Plan (IFSP).
 - 4.2.1. Child and family outcomes within the IFSP are functional and based on the individualized needs of the infant or toddler and the concerns and the priorities of the family.
 - 4.2.1.1. Child specific outcomes reflect the child's participation in everyday routines and activities.
 - 4.2.1.2. Family specific outcomes address the capacity of the family to enhance their child's development.
 - 4.2.2. Services consistent with the IFSP will be started within thirty (30) days of the start date on the signed IFSP unless the IFSP documents that the parent requested a delay in the start of the service(s).
 - 4.2.3. Participate in the IFSP review at a minimum of every six (6) months, or more frequently if conditions warrant, and write a new IFSP annually. Service changes indicated by this review will be initiated at the time of the review.
 - 4.2.4. Progress toward the child and family outcomes within the IFSP are assessed on an ongoing basis and documented at least annually.
- 4.3. Contractor shall obtain from the parent, in writing, consent for all activities related to the provision of early intervention service in the family's native language or other mode of communication.
- 4.4. Services must be provided in the most natural environment for each child including in-home services. Natural environments are settings that are natural or normal for the child's age peers who have no disabilities (*US Code of Federal Regulations 303.18*). These services are provided in the home, neighborhood, or community settings in which children without disabilities participate (*Washington State's Application for Federal*

Funds, Section III-12).

- 4.4.1 Community-Based Service Definition: Services provided in a setting where children without disabilities typically are found. These settings include but are not limited to: child care centers (including family day care), preschools, regular nursery schools, libraries, grocery stores, parks, restaurants, and community centers (e.g. YMCA, Boys and Girls Clubs). Services provided in a hospital, residential facility, clinic, and Early Intervention center/class designed for children with disabilities are not considered community-based.
 - 4.5. Support the continued development of this service through activities such as, but not limited to, reviewing draft documents and providing feedback to the County, participating in all County required trainings and attending all service development meetings.
 - 4.6. Document that each family is assisted to ensure the child obtains an evaluation by a multidisciplinary team and that the evaluation used to determine eligibility shall:
 - 4.6.1. Be completed in accordance with the Early Support for Infants and Toddlers Practice Guide: Evaluation, Assessment, Eligibility and the Initial IFSP <https://www.dcyf.wa.gov/sites/default/files/pdf/esit/EvaluationAssessmentSept2013.pdf>
 - 4.6.2. Document that the child demonstrates a delay of 1.5 standard deviation or 25% of chronological age delay in one (1) or more of the developmental areas.
 - 4.6.3. Include the name and discipline of the clinician performing the evaluation shall be included on all evaluation reports.
 - 4.6.4. Be conducted within forty-five (45) days of receipt of referral. (Referral is defined as the date the family has been informed of the opportunity for services, of their rights, and they indicate a desire to pursue services).
 - 4.7. Participate in the development of a transition plan, for each child, ninety (90) days prior to the child's third birthday, in collaboration with the local school district and the local lead agency.
 - 4.8. Participate in the development of a complete a Child Outcome Summary (COS), for each child, at the beginning and end of the child's services.
 - 4.9. Provide services in a manner that supports the cultural and ethnic diversity of families.
 - 4.10. Ensure that eligible families have access to interpreter services when needed to effectively participate in Child Development Services.
5. The Contractor will comply with established guidelines, requirements, and criteria for service documentation:

- 5.1. The Contractor shall email to the County Contact person, the number County approved children that the Contractor provided services to in a natural environment. The Contractor shall include all children that have a County approval for each month, even if the services were not billed to the County. The Contractor shall submit these quarterly numbers with their CMIS billing for the following service months: September, December, March and June of each calendar year.

6. PAYMENT

In addition to the contract terms listed in the Skamania County Community Services General Terms and Conditions, the following shall apply:

- 6.1. Services will be paid as a monthly case rate for a minimum of 1 hour of service provided to each eligible customer. **The monthly case rate is \$255.00.**
- 6.2. The County will pay only for Early Intervention activities provided individually and in natural environments. This funding is intended to augment other funding sources available to the Contractor in providing services to eligible customers.
- 6.3. The Contractor shall not exceed the annual allocation of children to be served.
- 6.4. Services shall be provided in accordance with County Policy DCS 31 – Service Definitions and Coding and the County authorization of services.
- 6.5. The County may request that the Contractor purchase equipment or other special program-specific items for the effective provision of services to individuals with developmental disabilities. The County will reimburse the Contractor for these required items subject to prior written approval by the County. The approval shall be based upon written documentation submitted by the Contractor to include vendor name, cost, product model, and a thorough description of the requested item(s).
- 6.6. The Contractor shall bill for services in accordance with the Payment and Billing Provisions and Reporting Requirements Section in the Special Terms and Conditions of this Contract and criteria referenced in this Statement of Work.
- 6.7. The Contractor shall invoice the County no later than the 10th of the month following each month of service. Invoices shall identify the month and year of service, the Contract number, and all services being billed for the previous month. Services billed more than sixty (60) days after the date of service will not be paid as the County will not be able to bill the State.
 - 6.7.1. The Contractor shall submit a CMIS Report with each invoice that includes all customers authorized by the County for service without regard to source of funding.
 - 6.7.2. If requested by the County, the Contractor shall report all funds received for customers who have multiple funding sources for any service provided under this Contract.

- 6.8. The Contractor shall bill only for services to customers who:
 - 6.8.1. Are authorized for service through a County Approval
 - 6.8.2. Have a Service Plan
 - 6.8.3. Are accepted for service by the Contractor
- 6.9. Reporting erroneous service information regarding a County-funded customer may result in corrective action, may constitute Medicaid fraud or abuse, and possible result in contract termination.
- 6.10. Overbilling the County for any reason may result in corrective action, repayment, and may result in Contract termination. All such actions will be reviewed for evidence of fraud or abuse.
- 6.11. Funds received from the County shall not be used to provide cash benefit to the supported customer or family member, whether salary, bonuses, or benefits.
- 6.12. The number of eligible children to be funded under this Statement of Work is reviewed by the County at least annually based on consumer choice of service providers and the total number of County-funded children.

EXHIBIT B
SPECIAL TERMS AND CONDITIONS
DEVELOPMENTAL DISABILITIES PROGRAM

JULY 2020

Child Development Services

1. DOCUMENTS INCORPORATED BY REFERENCE

Each of the documents listed below, as now established or hereafter amended, are incorporated by reference with the same force and effect as if they were incorporated in full text.

- 1.1. The DSHS and County Agreement on General Terms and Conditions available at:
<https://www.dshs.wa.gov/dda/county-best-practices>
- 1.2. The County Program Agreement with DSHS for DDA County Services and subsequent agreements and amendments
- 1.3. DSHS DDA Policies, available at:
<https://www.dshs.wa.gov/dda/policies-and-rules/policy-manual>
- 1.4. Skamania County Developmental Disabilities Program Policies and Procedures
- 1.5. Home and Community-Based Services Waiver (0408) in Accordance with Section 1915(C) of the Social Security Act
- 1.6. The Budgeting and Accounting Reporting System (BARS)
- 1.7. Washington Protection and Advocacy Access Agreement, available at:
<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/WPAS.pdf>
- 1.8. DDA Criteria for Evaluation available at:
<https://www.dshs.wa.gov/dda/county-best-practices>
- 1.9. WAC 388-850, WAC 388-845, WAC 388-828
- 1.10. County Guide to Achieve DDA Guiding Values
<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/County%20Guide%20Guiding%20Values%202018.docx>
- 1.11. Skamania County Department of Community Services General Terms and Conditions.
- 1.12. Business Associate Agreement attached as Exhibit C
- 1.13. Suspension & Debarment Certification as Exhibit D
- 1.14. Data Security Requirements attached as Exhibit E

2. DRUG-FREE WORKPLACE POLICY

The Contractor shall have a “Drug-Free Workplace” Policy that describes the steps taken to deter the use of drugs, including alcohol, in the workplace and that addresses the Drug-Free Workplace Act of 1988. The policy should include any provisions for education, scope of prohibited substances, testing, employee assistance, discipline, and employee responsibilities.

3. ELIGIBILITY FOR SERVICES

Only customers determined eligible by DDA and/or approved for funding by the County shall be eligible for services reimbursed under this Contract. Funding must be approved by the County prior to the provision of any services under this agreement.

4. INSURANCE

In addition to the contract terms listed under section 6 of the Skamania County Professional Service Contract, the Contractor shall not be required to provide fidelity and professional liability insurance.

5. LIMITED ENGLISH PROFICIENCY

In addition to the contract terms listed in the Skamania County Department of Community Services General Terms and Conditions, the Contractor shall ensure that all employees review DDA Policy 5.05 and that all customers receive accommodations in compliance with Limited English Proficiency policies.

6. OPERATIONAL REQUIREMENTS

The Contractor shall adhere to the following procedures in providing services and business operations:

- 6.1. Ensure that all staff members receive required training as determined by DDA Policy 6.13 Provider Qualifications for Employment and Day Program Services and the Skamania County DD Program that meets County and State approved standards and the needs of customers in service. All staff members shall receive required trainings every two (2) years after initial training. Proof of trainings shall be kept in personnel files. All training requirements are the responsibility of the Contractor and shall include training indicated in DDA Policy 6.13 and the following:

- 6.1.1. Washington Protection and Advocacy Access Agreement

- 6.1.2. County Guide to Achieve DDA Guiding Values
<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/County%20Guide%20Guiding%20Values%202018.docx> (sections as applicable to children and youth)

- 6.2. The Contractor shall communicate directly with the assigned County Program

Coordinator on issues related to service provision and/or funding for supported customers. All required submissions regarding this Contract shall also be directed to the assigned County Program Coordinator, including communication regarding planning, exceptions to policy, and incidents.

The Contractor shall return all phone calls and emails within two (2) business days.

6.3. The Contractor shall follow these procedures regarding customers' health and safety:

6.3.1. Adhere to DDA Policy 6.08: Incident Management and Reporting Requirements for County and County Contracted Providers. The Contractor's staff members are considered "mandated reporters" under RCW 74.34.020(11) and must comply with reporting requirements described in RCW 74.34.035.040 and Chapter 26.44 RCW and the County DD Program requirements regarding incident reporting.

If the Contractor is notified by the County or DSHS that a staff member has been cited or is on the registry for a substantiated finding, then that staff member must be prohibited from providing services under this Contract.

6.3.2. Complete notification and a written incident report within the timeframes indicated in DDA Policy 6.08 and submit to Skamania County, DDA case management, other agencies as appropriate. The report shall be filed on a County Incident Reporting form.

6.3.3. Ensure that emergency contact and medical information (medications, diet, allergies, etc.) needed during the hours of service is available for each customer.

6.3.4. Employ staff aged 18 years or older and conduct a background criminal history clearance every three (3) years for all employees, subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS customers, in accordance with RCW 43.43.830-845, RCW 74.15.030, WAC Chapter 388.06, and 388-825. The DSHS Background Check Central Unit (BCCU) shall be utilized to obtain all background clearances.

If the Contractor elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would automatically disqualify the applicant from having unsupervised access to children and/or vulnerable adults as defined in RCW Chapter 74.34.020 Definitions, the County shall deny payment for any subsequent services rendered by the disqualified staff.

6.3.5. The Contractor shall ensure all services are provided in accordance with the DDA Criteria for Evaluation, federal, state and local safety standards.

6.3.6. For Child Development service providers, the Contractor's employees must have a valid Washington State credential prior to employment if the position requires the employee to be registered, certified, or licensed under Washington State law for the service(s) the Contractor intends to provide under Contract.

- 6.4. Maintain and adhere to a County-approved written grievance procedure for customers in accordance with the DDA Criteria for Evaluation and DDA Necessary Supplemental Accommodation (NSA) Policy 5.02 and that it:
 - 6.4.1. Is explained to the customer and, if necessary, to a family member, guardian or advocate
 - 6.4.2. Provides for negotiation of conflicts
 - 6.4.3. Provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved and may include the DDA Case Manager as an alternative option
 - 6.4.4. Promotes the availability of and encourages the use of advocates by customers to help negotiate conflicts
 - 6.4.5. Prohibits retaliation for using the grievance process
 - 6.4.6. Includes a process for tracking and reporting grievances
 - 6.4.7. Acknowledges that all customers have freedom of choice of providers and shall cooperate with the County and DDA to ensure this right. This includes directing customers to their DDA Case Managers if they indicate an interest in changing services or providers
 - 6.4.8. Has timelines for filing and responses
 - 6.4.9. Has formal and informal process for resolution, including arbitration, if necessary
 - 6.4.10. Notifies the County and DDA Case Manager when a grievance requires formal arbitration
 - 6.4.11. Notifies the customer that they may contact the County and DDA Case Manager if unsatisfied with Contractor response
 - 6.4.12. Documents the customer's receipt of written procedure in the customer's file
- 6.5. The Contractor shall cooperate and collaborate with the County, other entities, the customer and family members in the provision of services, planning and information sharing, and meet with the County upon request.
- 6.6. The Contractor, the Contractor's Board Members, or the Contractor's staff shall not serve as an employer or a decision-maker for a customer or a customer's family members or provide any form of guardianship, legal representation, payee, or residential supports to customers receiving services under this Contract. This provision may be waived upon written approval of the County.
- 6.7. Prior to releasing any confidential information, the Contractor will secure Release of

Information (ROI) forms that, at a minimum:

- 6.7.1. Include the name, address, phone number and contact person of the entity requesting the information
 - 6.7.2. Identify only one (1) entity to receive the request for information, with that entity clearly identified
 - 6.7.3. State specific information being requested and the purpose for the request
 - 6.7.4. Prohibit the re-release of information
 - 6.7.5. Include an expiration date for the request. The expiration date may not be more than ninety (90) days from the date of the request. In some instances where there is a need for on-going communication, such as DVR or a County service provider, the release may be for a maximum of one (1) year and must indicate the end date
 - 6.7.6. Include the customer's or legal guardian's signature and date of signature
- 6.8. The Contractor shall have a written performance plan that describes program objectives, expected outcomes, how and when objectives and outcomes will be accomplished, and shall have an administrative/organizational structure that clearly defines responsibilities, including a current organizational chart and job descriptions. The plan shall be evaluated at least biennially and revised based on actual performance.

The Contractor shall submit a copy of their written performance plan to the County for approval within 60 days of contract execution.

The Contractor shall develop and maintain sufficient policies and procedures for establishment and maintenance of adequate internal control systems: The Contractor will maintain written policy procedural manuals for information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staffing change or absences occur.

- 6.9. Each individual shall have one (1) file with a table of contents. All service documentation shall be included in the file. In the event that the file becomes full, a Volume II shall be created for the customer. An individual case note shall be created for each individual and shall correlate with each individual's service billed to the County. All case notes shall be in chronological order. Older case notes will be in the back and the most recent case notes will be in the front. Other forms of documentation will not be accepted when reviewing files for billing verification.

Minimum standards for case notes:

- 6.9.1. Customer name
- 6.9.2. Date of service
- 6.9.3. Start time

- 6.9.4. Duration of services (in minutes)
- 6.9.5. Description of services provided
- 6.9.6. Service setting
- 6.9.7. Authentication, including printed name, and title of person providing service

7. TERMINATION

- 7.1. The award or continuation of this Contract is dependent upon the availability of future funding. The County's payment obligations are payable only and solely from funds both appropriated and otherwise legally available for this Contract.
 - 7.1.1. The absence of initial appropriated or other lawfully-available funds shall render the Contract null and void to the extent funds are not appropriated or available.
 - 7.1.2. If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may immediately terminate this Contract in whole or in part by providing notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
- 7.2. The County shall have the right to terminate this Contract, in whole or in part, with or without cause, by providing no fewer than ten (10) calendar-days written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to this Contract, with such exceptions, if any, specified in the notice of termination. The County shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purpose, for all goods delivered, services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 7.3. Upon termination of this Contract any unexpended balance of Contract funds will remain with the County. If termination occurs for cause, the Contractor shall immediately, and without notice of presentment, return to the County all funds that were expended in violation of the terms of this Contract.
- 7.4. Any notice required to be given pursuant to the terms of this section shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand delivery, to the receiving party at the address listed on the signature page, or at any other address of which a party has given notice. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt if delivered by mail, or the date upon which such notice is personally delivered in writing.

8. WRITTEN CORRESPONDENCE

Contractor shall mail correspondence associated with this Statement of Work to the attention of the Allen Esaacson at the following address:

Skamania County Community Health
P.O. Box 1492
Stevenson, WA 98648

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (BAA) and Qualified Service Organization Agreement (QSOA) is entered into between Skamania County Community Health (the "Covered Entity") and Educational Service District 112 (the "Business Associate").

Recitals

- A. Business Associate provides **Child Development Services** for Covered Entity (the "Services") which sometimes may involve (i) the use or disclosure of Protected Health Information (as defined below) by Business Associate, (ii) the disclosure of Protected Health Information by Covered Entity (or another business associate of Covered Entity) to Business Associate, or (iii) the creation, receipt, maintenance, or transmission of Electronic Protected Health Information (as defined below) by Business Associate. Accordingly, the use, disclosure, transmission, or maintenance of Protected Health Information by Business Associate is subject to the privacy regulations (the "HIPAA Privacy Regulations") and the security regulations (the "HIPAA Security Regulations") promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and 45 C.F.R. Parts 160 and 164 with respect to such Services. This Agreement is intended to document the business associate assurances required by the HIPAA Privacy Regulations (at 45 C.F.R. § 164.504(e)), and the HIPAA Security Regulations (at 45 C.F.R. § 164.314(a)).
- B. This Agreement will govern the terms and conditions under which Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, use, disclose, maintain, transmit or receive, Protected Health Information on behalf of Covered Entity. This Agreement will also govern the terms and conditions under which Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, receive, maintain or transmit, EPHI on behalf of Covered Entity.

Agreement

1. **Definitions.** Capitalized terms used in this Agreement, but not otherwise defined in this Agreement, shall have the same meanings as those terms in the HIPAA Privacy Regulations and the HIPAA Security Regulations. Unless otherwise stated, a reference to a "Section" is to a Section in this Agreement. For purposes of this Agreement, the following terms shall have the following meanings.
- 1.1. **Breach.** "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
- 1.3. **Electronic Protected Health Information or EPHI.** "Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- 1.4. **Individual.** "Individual" shall mean the person who is the subject of Protected Health Information as provided in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
 - 1.5. **Individually Identifiable Health Information.** "Individually Identifiable Health Information" shall have the same meaning as the term "individually identifiable health information" in 45 C.F.R. § 160.103.
 - 1.6. **Protected Health Information or PHI.** "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 - 1.7. **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - 1.8. **Secretary.** "Secretary" shall mean the Secretary of the federal Department of Health and Human Services or that person's designee.
 - 1.9. **Security Incident.** "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - 1.10. **Unsecured Protected Health Information.** "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
2. **Permitted Uses and Disclosures by Business Associate.**
- 2.1. **General.** Except as otherwise specified in this Agreement, Business Associate may use or disclose PHI to perform its obligations for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the HIPAA Privacy Regulations if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.
 - 2.2. **Other Permitted Uses.** Except as otherwise limited by this Agreement, Business Associate may use PHI it receives or creates in its capacity as a business associate of Covered Entity, if necessary:
 - 2.2.1. For the proper management and administration of Business Associate;
 - 2.2.2. To carry out the legal responsibilities of Business Associate; or
 - 2.2.3. To provide Data Aggregation services to Covered Entity which relate to the health care operations of Covered Entity in accordance with the HIPAA Privacy Regulations.
 - 2.3. **Other Permitted Disclosures.** Except as otherwise limited by this Agreement, Business Associate may disclose to a third party PHI it receives or creates in its capacity as a business associate of Covered Entity for the proper management and administration of Business Associate, provided that:

- 2.3.1. The disclosure is Required by Law; or
 - 2.3.2. Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that (i) the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and (ii) the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - 2.4. **De-Identified Information.** Health information that has been de-identified in accordance with the requirements of 45 C.F.R. §§ 164.514 and 164.502(d) and is therefore not Individually Identifiable Health Information (“De-Identified Information”) is not subject to the provisions of this Agreement. Covered Entity may disclose PHI to Business Associate to use for the purpose of creating De-Identified Information, whether or not the De-Identified Information is to be used by Covered Entity.
3. **Obligations and Activities of Business Associate Regarding PHI.**
- 3.1. **Limitations on Uses and Disclosures.** Business Associate will not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law.
 - 3.2. **Safeguards.** Business Associate will use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
 - 3.3. **Mitigation.** Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
 - 3.4. **Reporting.** Business Associate will report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.
 - 3.5. **Agents and Subcontractors.** Business Associate will ensure that any agent, including any subcontractor, to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
 - 3.6. **Access.** Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity, Business Associate will make such PHI available to Covered Entity or, as directed by Covered Entity to an Individual, that is necessary for Covered Entity to respond to Individuals’ requests for access to PHI about them in accordance with 45 C.F.R. § 164.524. Business Associate will provide such PHI in an electronic format upon request by Covered Entity unless it is not readily producible in such format in which case Business Associate will provide Covered Entity a standard hard copy format.
 - 3.7. **Amendment of PHI.** Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity or

an Individual, Business Associate will make any requested amendment(s) or correction(s) to PHI in accordance with 45 C.F.R. § 164.526.

- 3.8. **Disclosure Documentation.** Business Associate will document its disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- 3.9. **Accounting of Disclosures.** Within thirty (30) days of receiving a request from Covered Entity, Business Associate will provide to Covered Entity information collected in accordance with Section 3.8 of this Agreement, as necessary to permit Covered Entity to make an accounting of disclosures of PHI about an Individual in accordance with 45 C.F.R. § 164.528.
- 3.10. **Access to Business Associate's Internal Practices.** Except to the extent that it violates or interferes with attorney-client privilege, the duty of client confidentiality, or the applicable rules of professional responsibility, Business Associate will make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of (a) PHI received from, or created or received by Business Associate on behalf of, Covered Entity; and (b) EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, available to the Secretary or to Covered Entity, in a time and manner designated by the Secretary or reasonably specified by Covered Entity, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Regulations and HIPAA Security Regulations.
- 3.11. **Breach Notification.** Business Associate, following the discovery of a Breach of Unsecured Protected Health Information, shall notify Covered Entity of such breach. Except as otherwise required by law, Business Associate shall provide such notice without unreasonable delay, and in no case later than thirty (30) calendar days after discovery of the Breach.
 - 3.11.1. Notice to Covered Entity required by this Section 3.11 shall include: (i) to the extent possible, the names of the individual(s) whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Breach; (ii) a brief description of what happened including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured Protected Health Information that were involved in the Breach; (iv) a brief description of what Business Associate is doing or will be doing to investigate the Breach, to mitigate harm to the individual(s), and to protect against further Breaches; and (v) any other information that Covered Entity determines it needs to include in notifications to the individual(s) under 45 C.F.R. § 164.404(c).
 - 3.11.2. After receipt of notice, from any source, of a Breach involving Unsecured Protected Health Information used, disclosed, maintained, or otherwise possessed by Business Associate or of a Breach, involving Unsecured Protected

Health Information, for which the Business Associate is otherwise responsible, Covered Entity may in its sole discretion (i) require Business Associate, at Business Associate's sole expense, to use a mutually agreed upon written notice to notify, on Covered Entity's behalf, the individual(s) affected by the Breach, in accordance with the notification requirements set forth in 45 C.F.R. § 164.404, without unreasonable delay, but in no case later than sixty (60) days after discovery of the Breach; or (ii) elect to provide notice to the individual(s) affected by the Breach.

- 3.12. **Performance of Covered Entity's Obligations**. To the extent that Business Associate is to carry out an obligation of Covered Entity under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that would apply to Covered Entity in the performance of such obligation.

4. **Obligations of Covered Entity.**

- 4.1. **Requested Restrictions**. Covered Entity shall notify Business Associate, in writing, of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, which permits an Individual to request certain restrictions of uses and disclosures, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 4.2. **Changes in or Revocation of Permission**. Covered Entity will notify Business Associate in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.
- 4.3. **Permissible Requests by Covered Entity**. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Regulations and HIPAA Security Regulations if done by Covered Entity, except to the extent that Business Associate will use or disclose PHI for Data Aggregation or management and administrative activities of Business Associate.

5. **Security Restrictions on Business Associate.**

- 5.1. **General**. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security Regulations.
- 5.2. **Agents; Subcontractors**. Business Associate will ensure that any agent, including a subcontractor, to whom Business Associate provides EPHI agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of such EPHI.
- 5.3. **Reporting of Security Incidents**. Business Associate shall report to Covered Entity any Security Incident affecting EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, of which Business Associate becomes

aware. This Section constitutes notice to Covered Entity of routine and ongoing attempts to gain unauthorized access to Business Associate's information systems (each an "Unsuccessful Attack"), including but not limited to pings, port scans, and denial of service attacks, for which no additional notice shall be required provided that no such incident results in unauthorized access to Electronic PHI.

- 5.4. **HIPAA Security Regulations Compliance.** Business Associate agrees to comply with Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations.

6. **Term and Termination.**

- 6.1. **Term.** This Agreement shall take effect on the start date shown on the first page of the Contract, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section 6.

- 6.2. **Termination for Cause.** If Covered Entity determines that Business Associate has breached a material term of this Agreement, Covered Entity will provide written notice to Business Associate which sets forth Covered Entity's determination that Business Associate breached a material term of this Agreement, and Covered Entity may:

6.2.1. Provide written notice to Business Associate which provides an opportunity for Business Associate to cure the breach or end the violation, as applicable. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, then Covered Entity may immediately thereafter terminate this Agreement; or

6.2.2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

6.2.3. If neither termination nor cure is feasible as provided in Sections 6.2.1 and 6.2.2 of this Agreement, Covered Entity will report the violation to the Secretary.

6.3. **Effect of Termination.**

6.3.1. Except as provided in Section 6.3.2 of this Agreement, upon termination of this Agreement, for any reason, Business Associate will return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision also applies to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the PHI.

6.3.2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate will provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon reasonable determination that return or destruction of PHI is infeasible, Business Associate

will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. **Qualified Service Organization Agreement.** Covered Entity and Business Associate hereby acknowledge that Business Associate and its agents and employees have, as applicable, complied, and will comply, with 42 USC §290dd-2 and 42 CFR Ch. 1, part 2, §§2.11 et seq. (the “Federal Drug and Alcohol Regulations”) in that:

- 7.1. The parties acknowledge that if Business Associate receives, processes, reviews, or otherwise deals with any Covered Entity patient records during the course of the Services Business Associate and its employees will be providing to Covered Entity, that each and every one of said employees will be fully bound by the Federal Drug and Alcohol Regulations;
- 7.2. Each of Business Associate’s employees and agents will maintain Covered Entity’s patient identifying information in accordance with federal and state confidentiality rules governing drug and alcohol treatment records;
- 7.3. Each of Business Associate’s employees and agents will comply, as applicable, with the limitations on disclosure, re-disclosure and use set forth in 42 CFR Ch. 1, part 2, §§ 2.16 and 2.53; and
- 7.4. If necessary, each of Business Associate’s employees and agents will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Federal Drug and Alcohol Regulations.

8. **Miscellaneous.**

- 8.1. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Privacy Regulations or the HIPAA Security Regulations means the section as in effect or as amended.
- 8.2. **Amendment.** If any new state or federal law, rule, regulation, or policy, or any judicial or administrative decision, affecting the use or disclosure of PHI is enacted or issued, including but not limited to any law or regulation affecting compliance with the requirements of the HIPAA Privacy Regulations or the HIPAA Security Regulations, the parties agree to take such action in a timely manner and as is necessary for Covered Entity and Business Associate to comply with such law, rule, regulation, policy or decision. If the parties are not able to agree on the terms of such an amendment, either party may terminate this Agreement on at least thirty (30) days’ prior written notice to the other party.
- 8.3. **Survival.** The respective rights and obligations of Business Associate under Section 6.3 of this Agreement (“Effect of Termination”) shall survive the termination of this Agreement.
- 8.4. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Privacy Regulations, the HIPAA Security Regulations,

and the Federal Drug and Alcohol Regulations. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

- 8.5. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Business Associate and Covered Entity and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 8.6. **Assignment.** This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld; provided that no such consent shall be required for either party's assignment or transfer of this Agreement in connection with a sale or transfer of all or substantially all of the business or assets of the assigning party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their permitted successors and assigns.
- 8.7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior communications, representations, and agreements, oral or written, of the parties with respect to its subject matter.
- 8.8. **Severability and Waiver.** The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.
- 8.9. **Notices.** Any notices permitted or required by this Agreement will be addressed as follows or to such other address as either party may provide to the other:
- | | |
|---------------------------|--|
| If to Covered Entity: | Skamania County Community Health
ATTN: Allen Esaacson
PO Box 1492
Stevenson, WA 98648 |
| If to Business Associate: | Educational Service District
2500 NE 65th Ave
Vancouver, WA 98661 |
- 8.10. **Counterparts.** This Agreement may be executed in multiple counterparts, all of which together will constitute one agreement, even though all parties do not sign the same counterpart.

Attachment D
SUSPENSION & DEBARMENT CERTIFICATION

Definitions: COUNTY shall mean **Skamania County**
CONTRACTOR shall mean **Educational Service District 112**

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.

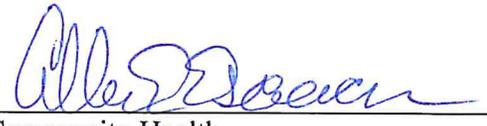
Should the CONTRACTOR enter into a covered transaction with another person at the next lower tier (subcontract), the CONTRACTOR agrees by signing this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified. The CONTRACTOR will do this by:

- (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.

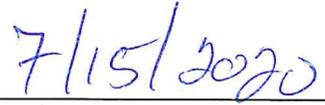
The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government,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

Contractor



Community Health

Date



Date

EXHIBIT E
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

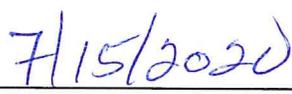
9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must 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

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Superior Court Department	 Signature
<u>AGENDA DATE</u>		
<u>SUBJECT</u>	2020-2021 Proposed GAL Program Coordinator contract	

SUMMARY/BACKGROUND

The Superior Court is required to assign a GAL to dependent children under the age of 12. In order to do this we need to have a pool of volunteers available to be assigned to these cases. The volunteers need to be trained and assigned to the cases. Administrative office of the Courts currently provides a set amount of funds for this purpose. This contract would allow Skamania County to contract the coordination and training of these volunteers through the Klickitat County Juvenile office GAL program which currently has a very strong program.

FISCAL IMPACT

\$12, 000 disbursement to Skamania County as approved annually by AOC.

RECOMMENDATION

Review and Approve Contract

LIST ATTACHMENTS

2020 Proposed Skamania County/Klickitat County GAL Coordination/training Contract

INTERLOCAL AGREEMENT BETWEEN SKAMANIA COUNTY
AND KLICKITAT COUNTY AND KLICKITAT/SKAMANIA
SUPERIOR COURT FOR PROVIDING KLICKITAT COUNTY'S
JUVENILE COURT CASA SERVICES AND OTHER NECESSARY
RELATED SUPPORT TO SKAMANIA COUNTY

I. AGREEMENT

THIS AGREEMENT is made and entered into by and between the Skamania County Board of Commissioners, hereinafter called "Skamania County" and the Klickitat County Board of Commissioners, hereinafter called "Klickitat County", and the Skamania and Klickitat County Superior Court, hereinafter called "Superior Court" in accordance with the Interlocal Cooperation Act, Chapter 39.34 RCW.

II. WITNESSETH

WHEREAS, the Skamania and Klickitat Counties share a judicial district where the Superior Court Judge has responsibility for supervision of the Juvenile Departments in both counties; and

WHEREAS, RCW 13.34.100 requires the court to appoint a guardian ad litem for any child that is subject to an action under RCW 13.34 (related to dependency and termination actions), unless good cause exists making the appointment unnecessary; and

WHEREAS, Klickitat County Superior Court and Skamania County Superior Court both run a court-authorized volunteer program through a coordinator to manage all aspects of volunteer guardian ad litem representation for children alleged or found to be dependent. Such management includes but is

not limited to: recruitment, screening, training, supervision, assignment, and discharge of volunteers; and

WHEREAS, the Superior Court Judge has proposed contracting out the management services in Skamania County as a way to increase the effectiveness and efficiency in the program; and

WHEREAS, the Klickitat County Guardian Ad Litem program has the experience, expertise, and capacity to provide the necessary services to manage both Klickitat and Skamania County Guardian Ad Litem programs; and

WHEREAS, the efficiencies associated with having Klickitat County allow their Guardian Ad Litem program coordinator to provide the needed management services to the Skamania County Superior Court would result in a potential cost savings to Skamania County and potential revenue to Klickitat County; and

WHEREAS, the Skamania and Klickitat Counties agree and support the contemplated personnel sharing and believe it is in the best interests of both counties; and

WHEREAS, both Skamania and Klickitat County agree that at all times during this agreement employees of Klickitat County Guardian Ad Litem program will be and remain solely employees of Klickitat County and Klickitat County will be responsible for all personnel costs of their employees; and

WHEREAS, Klickitat County will be responsible any other costs, including equipment or supplies, or other professional services associated with

providing Guardian Ad Litem management services in Klickitat County; and

WHEREAS, Skamania County will be the responsible for any other costs, including equipment or supplies, or other professional services associated with providing Guardian Ad Litem management services in Skamania County;

NOW, THEREFORE BE IT RESOLVED, in consideration for the mutual benefits described herein, the undersigned parties agree as follows:

III. TERMS AND CONDITIONS

1. Scope. Klickitat County Guardian Ad Litem program will provide management services to the Skamania County Superior Court as described in the attached "Statement of Work."
2. Term. This agreement shall be effective July 1, 2020, will be in effect for one year, and can be renewed annually. If neither county gives notice of intent to terminate or modify the agreement within ninety (90) days of the end of the term (June 30th), the agreement will renew for the next year under the existing terms. The agreement may be revoked in writing by Skamania County or Klickitat County with ninety (90) days written notice.
3. Payment. Starting on July 1, 2020, Skamania County shall remit to Klickitat County twelve thousand dollars (\$12,000.00), the annual payment amount, to be paid in four (4) equal quarterly installments commencing on September 30th of the effective year.

The annual amount shall be reviewed each year if requested by either

County. Payment shall be pro-rata to the nearest complete month of service in the event this agreement is terminated early.

Both Klickitat County and Skamania County will monitor the hours worked by employees of Klickitat County Guardian Ad Litem program to ensure that the annual compensation is adequate, and neither County's Guardian Ad Litem department is negatively affected by this agreement.

If the Klickitat County Guardian Ad Litem program is called on to perform support duties for Skamania County in excess of the duties outlined in the Statement of Work (See attached "Statement of Work"), a separate agreement will be negotiated for such coverage over and above the regular payments made in accordance with this agreement.

4. RCW 39.34.030(3) & (4):

(a) DURATION: One year, renewable.

(b) ORGANIZATION: No new or separate legal entity will be created by this agreement.

(c) PURPOSE: To provide the Skamania County Guardian Ad Litem program with management services as needed.

(d) FINANCING: Skamania County shall make payment to Klickitat County as provided in Section III.3, above, and Klickitat County shall be solely responsible for any budget associated with this agreement.

(e) TERMINATION: This agreement may be terminated as provided in

Section III.2, above.

(f) ADMINISTRATOR: The Superior Court Judge shall be the administrator of this agreement.

(g) PROPERTY: No real or personal property shall be purchased or disposed of as part of this agreement and each county shall retain any property the county acquires or uses in performance of this agreement.

5. Indemnity and Hold Harmless. Skamania County shall indemnify, defend and hold Klickitat County harmless from and against any and all claims, damages, losses and expenses, including attorney's fees, for any bodily injury, sickness, disease or death, or any damage to or destruction of property, including the loss of use resulting there from, which are alleged or proven to be caused in whole or in part by a negligent act or omission of Skamania County, its officers, directors, employees, volunteers, clients and business invitees, its Subcontractors, or any other third party, including employees of Klickitat County Juvenile Department when performing services on behalf of Skamania County under this agreement. This indemnification obligation of Skamania County shall not apply in the limited circumstance where the claim, damage, loss and expense is caused by the negligence or willful misconduct of Klickitat County, or where the employee of Klickitat County is acting outside the course of his employment, or beyond the scope of this agreement. This indemnification obligation of the County shall not be limited in any way by the application of any workmen's compensation acts, disability benefit acts or other employee benefit acts.

Klickitat County agrees to defend and indemnify and hold Skamania

County and its elected and appointed officials, officers, employees and agents harmless against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, or which are alleged or proven to be caused in whole or in part by a negligent act or omission or willful misconduct of Klickitat County, its, officers, employees and agents in the performance of this contract. Klickitat County waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated.

The duties under this Article shall survive expiration or earlier termination of this Agreement.

6. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

//// //// ////

//// //// ////

//// //// ////

IN WITNESS WHEREOF, the parties here to have signed this agreement this _____ day of June, 2020.

BOARD OF COUNTY COMMISSIONERS
Skamania County, Washington

BOARD OF COUNTY COMMISSIONERS
Klickitat County, Washington

Robert Hamlin, Chairman

Rex F. Johnston, Chairman

Tom Lannen, Commissioner

David M. Sauter, Commissioner

Richard Mahar, Commissioner

Jim Sizemore, Commissioner

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

In and for the County of Skamania,
State of Washington

In and for the County of Klickitat,
State of Washington

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Adam Kick
Skamania County Prosecuting Attorney

David Quesnel
Klickitat County Prosecuting Attorney

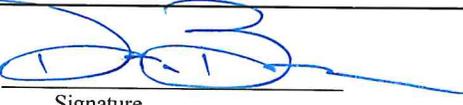
INTERLOCAL AGREEMENT BETWEEN
SKAMANIA COUNTY AND KLICKITAT COUNTY AND KLICKITAT/SKAMANIA
SUPERIOR COURT FOR
PROVIDING KLICKITAT COUNTY'S
GUARDIAN AD LITEM PROGRAM MANAGMENT SERVICES TO
SKAMANIA COUNTY

STATEMENT OF WORK

Scope of work for providing Guardian Ad Litem management services to the Skamania County Superior Court by the Klickitat County Guardian Ad Litem program coordinator shall include but may not be limited to:

- a) Recruitment of volunteers, screening, training, supervision, assignment, and discharge of volunteers;
- b) Preparation, implementation, and monitoring of grants;
- c) Oversee and adjust staffing assignments to meet the needs of the Skamania County Guardian Ad Litem program;
- d) Vouchering of necessary contractor payments;
- e) Policy development;
- f) Other assignments as directed by the Superior Court Judge.

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Skamania County Sheriff	
	Department	Signature
<u>AGENDA DATE</u>	_____	
<u>SUBJECT</u>	Incident Management Partners	
<u>ACTION REQUESTED</u>	_____ <u>Authorize contract</u> _____	

SUMMARY/BACKGROUND

Contract with third party to update the FEMA approved Hazard Mitigation Plan for Skamania County.

FISCAL IMPACT

\$40,000.00

RECOMMENDATION

Authorize Contract

LIST ATTACHMENTS

Face sheet
Contract w/ signature authorization form x 2

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN
SKAMANIA COUNTY
AND INCIDENT MANAGEMENT PARTNERS**

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **Incident Management Partners**, 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 David S. Brown, Sheriff; 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.

2. **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 Attachment A, consisting of a total of one (1) page which has been initialed by the parties, 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**.

2. **TERMS OF CONTRACT**

The contract shall begin on **August 6, 2019** and terminate on **April 21, 2021** unless grant D20-012 is extended; 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 may terminate this contract earlier upon five (5) days written notice.

3. **PERFORMANCE AND PAYMENT BONDS (If Applicable)**

Per RCW 39.08.010, the Contractor shall provide a non-corporate surety bond for performance and payment guarantee in the full amount of the contract or in lieu of the bond, the County, at the request of the contractor, may retain fifty percent of the contract amount for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later and applicable. Said bonds shall be delivered to the County business office prior to the commencement of work and not later than fifteen (15) calendar days after notification of award of bid.

4. **PAYMENTS FOR SERVICES.**

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed \$40,000.00, including Washington sales tax, and shall be paid 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. 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.

7. **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.

8. **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.

9. **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.

10. **ASSIGNABILITY.**

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

11. **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. **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.

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 **CONTRACTOR'S** name, address, and the **COUNTY** department the contract is with; and
- e. be mailed to the Board of Commissioner's, 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.

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) day's 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.

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: _____, 2020.

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

Chairman

Commissioner

Commissioner

Date



Sheriff

APPROVED AS TO FORM ONLY:

ATTEST:

Prosecuting Attorney

Clerk of the Board

Address for Notice:
David S. Brown, Sheriff
Skamania County Sheriff's Office
P.O. Box 790
Stevenson, WA. 98648

Attachment A
Skamania County Mitigation Plan
Contractor Scope of Work

Skamania County will update it's local Hazard Mitigation Plan (the plan) that identifies hazard mitigation strategies and associated activities throughout the county and within participating local jurisdictions. The plan will update and address mitigation of multiple natural hazards which could potentially impact the area, including: flood, wind, fire, drought, winter storms, volcano, and geologic hazards (e.g., earthquakes, landslides, etc.). The plan update shall be accomplished by a combination of Skamania County representatives, the Contractor(s) and a Local Planning Team, which must include representatives from each of the local jurisdictions within Skamania County who wish to become part of the overall Mitigation Plan.

CONDUCT RISK ASSESSMENT

- 1) **HAZARD ANALYSIS**: The Contractor will develop a description and prioritization of the known natural hazards that have occurred within the communities. For this plan, the risk assessment section will assess each community's risks. The natural hazards categories should be consistent with the State Hazard Mitigation Plan and include, but not limited to: Flood-Related Hazards, Wind-Related Hazards, Fire-Related Hazards, Geologic Hazards, Pandemics and other hazards.
- 2) **REVIEW EXISTING HIVA**: The Contractor will review the existing HIVA to update outdated information and determine how to integrate the HIVA into the Hazard Mitigation Plan.

ENGAGE THE PUBLIC

- 3) **PUBLIC MEETINGS (and LPT meetings)**: The Contractor will schedule and facilitate Public Meetings to obtain input and information for the planning process.

ASSEMBLE PLAN

- 4) **TECHINICAL EDIT/FORMAT PLAN**: The Contractor will edit the draft and format the plan using accepted conventions.
- 5) **REVIEW DRAFT PLAN**: The Contractor will review the draft and edit as needed.

HAZARD MITIGATION PLAN ADOPTION AND APPROVAL Contractor shall facilitate preliminary agreement among County Governing Board prior to forwarding the plan to the State.

Skamania County and the Contractors will then forward the plan for approval and adoption as appropriate.

PRE-ADOPTION: Once completed, the plan shall be reviewed by the state. If changes/recommendations are suggested and the plan is modified, the plan shall be resubmitted to the state, and the state will then forwarded the plan to FEMA.



County Initial

7-15-20

County Date

Contractor Initial

Contractor Date

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Skamania County Sheriff	
<u>AGENDA DATE</u>	Department	Signature
<u>SUBJECT</u>	WASPC Sex Offender Grant	
<u>ACTION REQUESTED</u>	Authorize contract	

SUMMARY/BACKGROUND

WASPC grant for costs associated with sex offender address & residency verification program.

FISCAL IMPACT

\$48,000.00 revenue between 7/1/20 & 6/30/21 paid in 4 incremental installments.

RECOMMENDATION

Sign contract

LIST ATTACHMENTS

Face Sheet
Contract
Signature sheet

EXECUTED on the day and year first written below.

SKAMANIA COUNTY SHERIFF

BOARD OF COUNTY
COMMISSIONERS, Skamania Co., WA



David S. Brown, Sheriff

Chairman

Date: _____

Commissioner

Commissioner

Approved as to form:

ATTEST:

Prosecuting Attorney

Clerk to the Board

Address for Notice:

David S. Brown, Sheriff
Skamania County Sheriff's Office
Post Office Box 790
Stevenson, WA 98648

**WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS
INTERAGENCY AGREEMENT—SPECIFIC TERMS AND CONDITIONS**

Registered Sex Offender Address Verification Program

This AGREEMENT is entered into by and between the **WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS** (hereinafter referred to as WASPC) and the **SKAMANIA COUNTY SHERIFF'S OFFICE** (hereinafter referred to as the RECIPIENT).

Award Recipient Name and Address:
Skamania County Sheriff's Office
PO BOX 790
Stevenson, WA 98648

Agency Contact: Dave Brown
Title: Sheriff

Project Title
Registered Sex Offender Address Verification

Funding Cycle
July 1, 2020-June 30, 2021

Agreement No:
RSO 2020-21 Skamania

Funding Authority:
WA Association of Sheriffs and Police Chiefs

Grant Award:
\$48,000.00

Service Area:
Skamania County

FUNDING SOURCE

Funding for this AGREEMENT is provided to WASPC through the Criminal Justice Training Commission from the State of Washington. Funding awarded the RECIPIENT shall not exceed the amount shown on the award letter.

SCOPE OF SERVICES

The RECIPIENT shall use the funds awarded to meet the following requirements:

- Face-to-face verifications of all registered offenders based on the schedule outlined in the award letter and RCWs 36.28A.230 and 9A.44.135. Any agency not meeting at least 90% of required verifications will not receive that quarter's grant payment.
- Quarterly report will be submitted electronically by October 10, 2020, January 10, 2021, April 10, 2021, and July 10, 2021. Funds will be disbursed in equal allotments each quarter. Quarterly grant reports must be received by WASPC prior to quarterly grant payments being issued to your agency.
- In-person attendance at least one OffenderWatch User Group and SONAR Committee Meeting. Meeting dates are July 14, 2020, October 13, 2020, January 12, 2021 and April 13, 2021. Agencies that do not participate in at least one OffenderWatch User Group and SONAR Committee meeting in person will be penalized 10% of the final quarter's grant payment.
- Up to date and accurate record entries into OffenderWatch. Any agency not using OffenderWatch to track verifications will not receive that quarter's grant payment.

IN WITNESS WHEREOF, WASPC and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and Letter and other documents incorporated herein.

For WASPC	For RECIPIENT
Name: Steven D. Strachan	Name: Dave Brown
Title: Executive Director	Title: Sheriff
Agency: WA Assn. of Sheriffs & Police Chiefs	Agency: Skamania County Sheriff's Office
Date: July 1, 2020	Date:
Signature: 	Signature: 



Washington Association of
**SHERIFFS &
POLICE CHIEFS**

3060 Willamette Drive NE
Lacey, WA 98516
360-486-2380 (Phone)
360-486-2381 (Fax)
www.waspc.org

President
Chief Craig Meidl
City of Spokane

July 1, 2020

President-Elect
Sheriff Rick Scott
Grays Harbor County

Sheriff Dave Brown
Skamania County Sheriff's Office
PO BOX 790
Stevenson, WA 98648

Vice President
Chief Steve Crown
City of Wenatchee

Past President
Sheriff John Snaza
Thurston County

Dear Sheriff Dave Brown:

Subject: Registered Sex Offender Address Verification Grant Program.

Treasurer
Chief Brett Vance
City of Montesano

The Washington State Legislature allocated \$9.9 million dollars over the 2019-2021 biennium for the Registered Sex Offender Address Verification Grant Program. This year, local agencies will receive \$4.81 million dollars to conduct face-to-face address verifications for registered sex and kidnapping offenders as directed by RCW 9A.44.130. In 2010, this grant program was established with the intent that all sex offenders and kidnapping offenders would be verified at their registered address by the Sheriff's Office. This face-to-face address verification is important to maintain accuracy of the Sex Offender Registry and to enforce the sex offender registration laws of Washington State. It is important that this money continue to be used for its intended purpose.

Executive Board

Chief John Batiste
Washington State Patrol

Chief at Large
VACANT

Raymond P. Duda, SAC
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Chief Gary Jenkins
City of Pullman

Sheriff Mitzi Johanknecht
King County

Sheriff Tom Jones
Grant County

Chief Darrell Lowe
City of Redmond

Sheriff James Raymond
Franklin County

Director David Trujillo
Washington State
Gambling Commission

I am pleased to inform you that the **Skamania County Sheriff's Office** will receive **\$48,000.00** for the Registered Sex Offender Address Verification Program. The grant cycle will follow the state fiscal year, starting July 1, 2020 and ending June 30, 2021. Quarterly grant reports are due on October 10, 2020, January 10, 2021, April 10, 2021, and July 10, 2021. Quarterly grant reports are to be completed electronically and will be emailed to RSO Coordinators. Reports must be received by WASPC prior to quarterly grant payments being issued to your agency.

Address verification funds are designed to support all aspects of Registered Sex Offender Address Verification. Most importantly, funds are required to be used for face-to-face verification of a sex offender's address at the place of residency.

Steven D. Strachan
Executive Director

- For Level I Offenders—Face-to-Face Address Verification will occur once every twelve months.
- For Level II Offenders—Face-to-Face Address Verification will occur once every six months.
- For Level III Offenders—Face-to-Face Address Verification will occur once every three months.
- For the purposes of this grant, unclassified offenders and kidnapping offenders are considered level I offenders, unless the local jurisdiction sets a higher classification in the interest of public safety.

Funding from this program will be used to send at least one staff person to at least one WASPC OffenderWatch User Group and SONAR Committee Meeting. Meeting dates are July 14, 2020, October 13, 2020, January 12, 2021 and April 13, 2021.

Address verification data must be entered into the statewide sex offender database, OffenderWatch. WASPC will conduct audits of the OffenderWatch records to confirm verification entries and completeness of records.

Registration, community notification and verification of offenders must follow the applicable state statutes (RCWs 4.24.550, 9A.44.130, 9A.44.135, 36.28A.230, etc.). Any delegation to cities should have signed Memorandums of Understanding (MOUs) clearly defining agreed upon responsibilities.

Please note the following terms will be adhered to for the 2020-2021 Registered Sex Offender Address Verification Program:

- Any agency not meeting at least 90% of required verifications will not receive that quarter's grant payment.
- Any agency not using OffenderWatch to track verifications will not receive that quarter's grant payment.
- Agencies that do not participate in at least one OffenderWatch User Group and SONAR Committee meeting in person will be penalized 10% of the final quarter's grant payment.
- Quarterly grant reports must be received by WASPC prior to quarterly grant payments being issued to your agency.

Please review the attached interagency agreement and return to the WASPC Office ASAP. If you have any questions please contact Terrina Peterson at (360) 486-2386 or tpeterson@waspc.org.

Sincerely,



Steven D. Strachan
Executive Director

COMMISSIONER'S AGENDA ITEM

SUBMITTED BY	<i>Human Resources</i> Department	<i>Debi VanCamp</i> Signature
AGENDA DATE	<i>July 21, 2020</i>	
SUBJECT	<i>New Community Health Medical Assistant Job Description</i>	
ACTION REQUESTED	<i>Approve new job description and set salary range</i>	

SUMMARY/BACKGROUND

This is a proposed new job description for a Community Health Medical Assistant position. The position will work under the direction of the Community Health Deputy Director Manager and the County Health Officer to provide services in a clinical health department setting. The range that is comparative is a Range 18.

FISCAL IMPACT

The increase to the 2020 Community Health budget for this request is approximately \$25,000. The cost will be covered by Grants. No Current Expense funds used for this position.

RECOMMENDATION

Approve the new job description for a Community Health Medical Assistant and set the salary at Range 18.

LIST ATTACHMENTS

Job Description with new Range

MOTION

The Skamania County Board of Commissioners hereby approves the new Community Health Medical Assistant job description and sets the salary to Range 18. This is a new position that the cost will be covered by grants and not need Current Expense funds. The Board further authorizes the department to work with Human Resources to advertise the position.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

Chairman

Commissioner

Commissioner

Date:

ATTEST:

Clerk of the Board

Commissioner ____

Commissioner ____

Commissioner ____

SKAMANIA COUNTY

JOB DESCRIPTION

**TITLE: MEDICAL ASSISTANT (MA)
COMMUNITY HEALTH**

**FLSA STATUS: Non Exempt
Approved: 7/2020
Revised:
Range: 18**

SUMMARY

Under the clinical and managerial supervision of the Community Health Deputy Director Manager and medical direction of the County Health Officer, the Medical Assistant (MA) provides supportive Behavioral Health and Public Health services in a clinical health department setting. Activities focus on support services for clinical staff and or medical contractors which includes but is not limited to psychiatric, Public Health, and other as developed. The position uses sound professional judgment, conforms to adopted policies and procedures, solves problems, and achieves results consistent with stated goals and objectives.

ESSENTIAL FUNCTIONS

Provides Public Health personal health services.

Provides Behavioral Health medical staff support.

Provides outbreak response.

Assists ARNP, RN and MD as needed in a clinical setting.

Provides information and education to patients concerning important health topics as indicated by the psychiatrist, Public Health medical staff and or Health Officer.

Coordinates appropriate referrals and follow-up of abnormal findings as directed by SCCH medical staff and coordinates additional health care with patient's primary care provider.

Maintains proper and accurate documentation of all client encounters.

Applies appropriate professional process and Behavioral and Public Health knowledge in response to individual health issues.

Provides community outreach and other clinical services under the delegation of the community Health Deputy Director Manager and or Health Officer.

Collaborates and consults with others including health care providers, community leaders, environmental health, and organizations to implement plans.

Seeks consultation and collaboration when appropriate and or mandated.

Practices within the scope of registrations, licensure, and or certifications.

Ability to work with multicultural, multi-language and disenfranchised populations.

PERIPHERAL FUNCTIONS

Provides backup professional services within the scope of practice, for any of the personal health services provided by the Community Health Department.

Performs other related duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of state and county requirements contained in the Washington Administrative Code or other directives to meet quality and record keeping requirements.

Knowledge and adherence to HIPAA as it specifically pertains to all Community Health programs.

Knowledge of effective organization and prioritization of multiple program functions.

Knowledge of information and techniques needed to support department medical staff.

Skill in following the overall strategy for the provision and allocation of behavioral and public health services.

Skill in coping strategies to manage patient and documentation load effectively.

Skill in applying medical training/knowledge.

Ability to solve problems using sound professional judgment.

Ability to assure prompt response to medical health emergencies or exercises coordination with all necessary county departments and state.

Ability to communicate effectively verbally and in writing with patients, staff and the public.

Ability to take concise and accurate notes, measurements and observations.

Ability to maintain continuing liaison and professional working relationships with medical and human service-related agencies and providers.

EDUCATION AND EXPERIENCE

Meet all requirements for WA State Medical Assistant Certification and or Registration as per current approved State Rules. Experience as a Medical Assistant with training in public and behavioral health and any equivalent combination of education and experience which provides the applicant with the knowledge, skills and abilities required to perform the job.

LICENSES/CERTIFICATES

Valid Washington Certification and or Registration as Medical Assistant at the time of appointment.

Valid driver's license in state of residence.

SPECIAL REQUIREMENTS

Provide documentation of immune status to vaccine-preventable diseases, and/or participated in an appropriate immunity program.

Submit to a criminal background check, as required by Washington State Law.

WORKING CONDITIONS

Work is performed in an office environment, clinical environment, client homes, and in the field. Must be able to drive a car and use lab equipment in performance of duties. May be exposed to individuals or groups with potential for violent behavior; threats to the public (i.e. bioterrorism); and potential exposure to vaccines, sprays, hazardous or contaminated materials; exposure to blood, needles, reagents, biologics and chemicals; possible airborne exposure to TB, measles and other communicable diseases. May be called upon to be on site at a public health event, outbreak, emergency or intervention. Regular potential exposure to clients with infectious disease and sexually transmitted disease, including HIV.

PHYSICAL REQUIREMENTS

The duties of the above position require standing for extended periods of time, sitting, walking, stooping, bending, reaching, pulling, twisting, and the ability to lift up to 25 pounds. Requires finger dexterity, sense of touch, gripping with fingers and hands; ability to see, hear voice conversation, and to speak.

The statements contained herein reflect general details as necessary to describe the essential functions of this job, the level of knowledge and skills typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods, or otherwise to balance the workload.

It is the policy of Skamania County to not discriminate against any person with regard to race, color, national origin, sex, age, religion, physical/mental disability, creed, marital status, pregnancy and maternity, sexual orientation, gender identity, veteran status, guide dog or service animal, and genetic information or any other protected status under federal or state statute
