

**SKAMANIA COUNTY BOARD OF COMMISSIONERS**  
**Skamania County Courthouse**  
**240 NW Vancouver Ave. Lower Level, Room 18**  
**Stevenson, WA 98648**  
**Agenda for September 22, 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](mailto:slack@co.skamania.wa.us)**

**Tuesday, September 22, 2020**

9:00 AM        Staff Meeting  
9:30 AM        Call to Order,  
                  Pledge of Allegiance

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

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

1. Minutes for meeting of September 1, 2020
2. Appreciation Certificates for campground hosts
3. Interagency agreement amendment with the Washington State Department of Commerce, increasing funding for Coronavirus Relief
4. Contract with Washington State Recreation and Conservation Office for collaboration and implementation of the FY20 PPA 7721 project
5. Contract amendment #6 with Washington State Department of Veterans Affairs for 2020/2021 operations
6. Contract renewal with ESD 112 for Child Development services within the Developmental Disabilities Program for Skamania and Klickitat Counties
7. Co-location agreement with Klickitat County Public Hospital District No. 2, Skyline Medical Clinic to provide primary care services on site in the Community Health offices.
8. Contract Amendment #1 with the Washington State Health Care Authority to provide SUD services within the CJTA program
9. Memorandum of Understanding with SWACH Pathways Community HUM to provide care coordination using Pathways approach and electronic platform

Voucher Approval

Payroll Approval

WSU Extension Report – Hannah Brause

CONTINUED NEXT PAGE

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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](http://www.skamaniacounty.org) on the Commissioners web page. If necessary, the Board may recess into executive session on scheduled meeting days.

Meeting Updates (May be continued later in the meeting if more time is needed)

- 10:00 AM Department Head Reports
- 10:30 AM Workshop to review the Planning Commission's recommendation to adopt various amendments to the County's Subdivision Code (Title 17), Zoning Code (Title 21), and SEPA code (Title 16)
- 11:00 AM Washington Counties Risk Pool Update – Derek Bryan, Executive Director  
Lunch
- 1:30 PM Department of Natural Resources Updates – Brian Poehlein and Steve Ogden
- 2:30 PM Wind River Advisory Group Updates – Chris Brong, Chair
- 3:30 PM Gorge Commission Updates – Tamara Kaufman
- 4:30 PM Executive Session pursuant to RCW 42.30.110(1)(g), Performance of a public employee  
Adjourn

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

**Minutes for Meeting of September 1, 2020**

The Commissioners business meeting was called to order at 9:30 a.m. on September 1, 2020 at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

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

There was no public comment.

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

1. Minutes for meeting of August 18, 2020
2. Interagency agreement with Administrative Office of the Courts (AOC) for the support of CASA/Volunteer Guardian ad Litem Program, 2020/2021 renewal
3. Contract with USDA Forest Service, for noxious weed control on the Gifford Pinchot National Forest and in the Columbia River Gorge National Scenic Area
4. Contract with Bernita La Croix, for registered dietician services required by Department of Health and WIC guidelines

Commissioner Mahar moved, seconded by Commissioner Lannen and the motion carried unanimously to approve vouchers for the period dated September 1, 2020 in the amount of \$74,198.24 with \$37,702.75 being Current Expense, covering warrants numbers 178112 through 178156.

Commissioner Lannen moved, seconded by Commissioner Mahar and motion carried unanimously to amend motions of August 25, 2020, approving personnel actions with an effective date of August 15, 2020, amending the effective date of the personnel actions to August 16, 2020 for the following positions:

- Lead Appraiser
- Community Events Manager
- Chief Criminal Deputy Prosecutor
- Human Resource Administrator
- (Superior Court Administrator was approved with motion amendment on August 25, 2020 to change effective date to August 15, 2020. This motion will change to effective date of August 16, 2020)

The reported on various meetings they attended. Commissioner Lannen reported on a presentation for the Collaborative group. He also reported on calls with American Forest Resource Council, Representative Gina Mosbrucker, Robert Weidner, IT Group, and Open Gov. Commissioner Mahar reported on meeting with Public Works Director, Tim Elsea on the North Fork Road, a call with Representative Gina Mosbrucker, and David Kelly of AAADSW. Commissioner Hamlin reported meeting with Tim Elsea, Pat Albaugh and members of a nonprofit group to discuss Wind River Business Park. He also met with Bi-State Recreational Insight Group.

The meeting recessed at 9:57 a.m. and reconvened the same day at 10:04 a.m. with Commissioners Richard Mahar, Tom Lannen, and Robert Hamlin, Chair present.

The Board met for Department Head reports.

- Tamara Cissell, Community Health Deputy Director/Manager reported on Behavioral Health, Public Health, Developmental Disabilities, and Housing. She reported a new part time Office Assistant 5 position has been hired. She also reported on a meeting with Beacon Health for Trueblood Mobile Crisis Enhancement, Bloodborne Pathogens training, Kirby Richards, Community Health Administrative Director reported on Gorge Native American Collaborative. COVID cases, and additional CARES funding allotment.
- Tim Elsea, Public Works Director/County Engineer reported on Engineering, County Road, ER & R, Solid Waste, Planning, Environmental Health Information, Building & Fire Safety, Information Technology, Buildings and Grounds and Wind River Business Park. He reported on work being done in the courtroom regarding physical distancing, panic system, Bridge Inspections, and FLAP grants. He also reported on road project with the Department of Natural Resources, routine water system inspection at Big Cedars Campground, server upgrades, and development of plans for Wind River Business Park tenants.

The meeting recessed at 10:30 a.m. and reconvened the same day at 10:45 a.m. with Commissioners Richard Mahar, Tom Lannen, and Robert Hamlin, Chair present.

The Board held an Executive Session pursuant to RCW 42.30.110(1)(g), Performance of a public employee for 20 minutes. The session ended at 11:08 a.m.

The meeting recessed at 11:08 a.m. and reconvened the same day at 11:20 a.m. with Commissioners Richard Mahar, Tom Lannen, and Robert Hamlin, Chair present.

The Board will have an employee evaluation form completed with comments by September 9, 2020 and sent to employee to be completed by September 15, 2020.

The meeting recessed at 11:25 a.m. and reconvened the same day at 1:30 p.m. with Commissioners Richard Mahar, Tom Lannen, and Robert Hamlin, Chair present.

The Board met with the County's representative to the Columbia River Gorge Commissioner, Tamara Kaufman to discuss the Gorge Management Plan update. She reported the final meeting for the update is on September 8<sup>th</sup> with a vote to be taken by the end of the meeting. She reported the major issues of the update are climate change and urban area revisions. Once the update has been voted on it will be sent to the US Secretary of Agriculture for concurrence. That process is expected to take 90 days with it estimated to take 18 months for implementation by Counties. After discussion of the proposed amendments to the plan, Commissioners Lannen and Mahar urged her to vote no to the changes, and Commissioner Hamlin urged a yes vote citing the importance of collaboration.

The Board met to discuss employee work shifts from Community Events Department to Commissioners' office with Heidi Penner, Financial Management Administrator, and Debi Van Camp, Human Resources Administrator. The availability of Community Events and Recreation employees to help in the Commissioners' office during budget time was discussed, the amount of time extra help would be needed, and a list needed from Commissioners' staff of things that need to be done.

The meeting recessed at 2:50 p.m. and reconvened the same day at 3:30 p.m. with Commissioners Richard Mahar, Tom Lannen, and Robert Hamlin, Chair present.

The Board met to discuss telecommunication policies and guidelines. The Board discussed whether telecommunicating should be allowed again. Departments had been asked how distant learning would affect their employees work schedules. Various leave type definitions were discussed including FFRCRA. The potential of a 2<sup>nd</sup> wave of COVID 19, purchasing of Hot Spots, lending support to employees and positive partnering with Junior Taxing Districts and School Districts were brought up by the Financial Management Administrator, Heidi Penner, and discussed by the Board.

The meeting recessed at 3:56 p.m. and reconvened the same day at 5:30 p.m. with Commissioners Richard Mahar, Tom Lannen, and Robert Hamlin, Chair present.

The Board held a public hearing to take public comment and review community development and housing Needs, inform citizens of the availability of funds and eligible uses of the state Community Development Block Grant (CDBG), and to receive comments on proposed activities, particularly from lower income Persons residing in the County. Joel Madsen, Director of the local Mid-Columbia Housing Authority, described potential uses of the grant. He explained Klickitat County would be the consortium lead and the Housing Authority the sub recipient. He explained Klickitat County was able to receive an extension on applying for the funds. The Board discussed uses of the funds, adequate staff at the Housing Authority to administer the grant, equal disbursement of funds within the Counties, and citizen awareness. There was no public comment. Joel Madsen attended via ZOOM.

Commissioner Lannen moved, seconded by Commissioner Mahar and the motion carried unanimously to enter the consortium with Klickitat County to pursue the CDBG grant through the Department of Commerce.

The meeting recessed at 5:45 p.m. and reconvened on Thursday, September 3, 2020 at 11:00 a.m. with Commissioners Richard Mahar, Tom Lannen attending via ZOOM and Robert Hamlin, Chair present.

The Board met via ZOOM with Lisa Anderson, Angus Brophy and Steve Ogden of the Department of Natural Resources to discuss harvest levels and projections. They presented a 2015-2024 Westside Harvest Level Implementation Table of Skamania County Sustainable Harvest Units. It depicted sold volume, planned volume and annual average harvested. The County could choose to flatten the curve of harvest thereby allowing for a steady income over the next decade. An analysis could be complete in 1-1/2 months and the county may be involved in the decision making.

The meeting recessed at 11:55 a.m. and reconvened the same day at 2:00 p.m. with Commissioners Richard Mahar, Tom Lannen, and Robert Hamlin, Chair present.

The Board met to discuss a Telecommunications Policy. Discussion included, the policy to include dependents under the age of 18, a trial of one month to see if the policy works, Managers and Elected Officials working with employees in their own departments to set work schedules, and the length of the policy to be enforced.

Commissioner Lannen moved, seconded by Commissioner Mahar and motion carried unanimously to approve the Telecommunications Policy with a termination date of December 31, 2020 or rescinded by the Board of Commissioners.

Commissioner Lannen moved, seconded by Commissioner Mahar and motion carried unanimously to add “as a result of educational needs of their dependents under 18 years of age.”

The meeting adjourned at 2:33 p.m.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
**Commissioner**

\_\_\_\_\_  
**Commissioner**

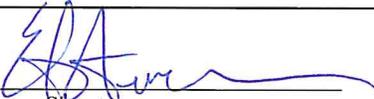
\_\_\_\_\_  
**Commissioner**

\_\_\_\_\_  
**Clerk of the Board**

Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_



COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	Noxious Weed Department	 Signature
<b><u>AGENDA DATE</u></b>	9/22/2020	
<b><u>SUBJECT</u></b>	Interagency Agreement with RCO	
<b><u>ACTION REQUESTED</u></b>	Approve and sign	

**SUMMARY/BACKGROUND**

Cooperation between Recreation and Conservation Office (RCO) and Skamania County for collaborative implementation of the FY20 PPA 7721 Goal 5 project.

The United States Department of Agriculture Animal and Plant Health Inspection Service has provided RCO funding via cooperative agreement AP20PPQFO000C325 from August 1, 2020 to July 31, 2021 to continue the Columbia River Gorge Invasive Species and Exotic Pest Workshop.

**FISCAL IMPACT**

Wa State Recreation and Conservation Office will compensate Skamania County Noxious Weed Program for work agreed upon under the FY 20 project. Total is \$7,000.

**RECOMMENDATION**

Review and sign agreement.

**LIST ATTACHMENTS**

Digital copy emailed to:

Julia Marshburn  
Julia.marshburn@rco.wa.gov

**INTERAGENCY AGREEMENT  
BETWEEN  
STATE OF WASHINGTON  
RECREATION AND CONSERVATION OFFICE  
AND  
SKAMANIA COUNTY**

**Project # :** 20-2012

**Contract Type:** Interagency Agreement

**Project:** Invasive Species and Exotic  
Pest Workshop

**Funding Source:** USDA PPA 7721 FY20 /  
RCO #21-29

**Period of Performance:** August 1 2020 - July 31 2021

### **PARTIES TO THE AGREEMENT**

This Interagency Agreement is made and entered into by and between the Washington State Recreation and Conservation Office, hereinafter referred to as "RCO", and Skamania County, hereinafter referred to as "SKAMANIA", pursuant to the authority granted by Chapter 39.34 RCW.

### **PURPOSE**

SKAMANIA will assist the Washington Invasive Species Council, on behalf of RCO, to plan, develop and deliver content and content development for curricula and lead the delivery of the Columbia Gorge regional workshop.

### **STATEMENT OF WORK**

SKAMANIA will work with various other partners to plan, organize, and host the Invasive Species and Exotic Pest Workshop. Approximately 100 attendees will represent industry, tribal, state, local, and federal agencies; including non-profits and private citizens and comprise a protective network of trained first detectors at a regional scale. This workshop will either be held in-person or remotely.

### **PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Contract shall commence on **August 1, 2020**, or date of signature, whichever is first, and be completed on **July 31, 2021** unless terminated sooner as provided in this Contract or extended through a properly executed amendment. This Contract may be extended up to one year.

### **COMPENSATION**

RCO shall reimburse SKAMANIA an amount not to exceed **\$7,000**, including any applicable tax and indirect costs, for the performance of all things necessary for, or incidental to, the work as set forth in this Agreement.

Allowable costs shall include costs incurred from the first date of the Period of Performance until the Agreement is terminated or expires as provided herein, but in no event shall allowable costs exceed the maximum amount of the Agreement.

<b>Estimated Project Budget</b>	<b>Rate</b>	<b>Quantity</b>	<b>Total</b>
Program Coordinator	\$45/hour	50	\$2,250
Partnership Specialist	\$39/hour	30	\$1,170
CWMA Coordinator	\$35/hour	57	\$1,995
Travel	\$818	1	\$818
Miscellaneous Supplies	\$500	1	\$500
Room Rental	\$267	1	\$267
<i>Total</i>			<i>\$7,000</i>

### **Travel**

SKAMANIA shall receive reimbursement for travel and other expenses as identified in the following paragraph or as authorized in advance by RCO as reimbursable, which is included in the contract total above.

Such expenses may include transportation expenses, lodging and subsistence necessary during periods of required travel. SKAMANIA shall receive compensation for travel expenses at current state travel reimbursement rates.

### **BILLING AND PAYMENT**

RCO will pay SKAMANIA upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to RCO not more often than monthly.

The invoices shall describe and document, to RCO's satisfaction, a description of the work performed, the progress of the project, and fees. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must be retained by SKAMANIA for any single expense in the amount of \$50.00 or more.

Invoices shall include the individual performing the work and their hourly rate.

Invoices must be submitted electronically using PRISM online. Information is available on the RCO's website located at <https://www.rco.wa.gov/grants/post-award-info/billing/>. Contact the agency at [ebilling@rco.wa.gov](mailto:ebilling@rco.wa.gov) with any questions.

Payment shall be considered timely if made by RCO within 30 calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by SKAMANIA.

RCO may, in its sole discretion, terminate the Contract or withhold payments claimed by SKAMANIA for services rendered if SKAMANIA fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by RCO.

## PERFORMANCE REPORTING

SKAMANIA must complete Progress Reports and Final Reports using PRISM Online. A training video is available at <https://rco.wa.gov/grants/apply-for-a-grant/prism/>.

## ADMINISTRATION

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the administration of this Contract and for coordinating and monitoring performance under this Contract. In the event such representatives are changed, the party making the change shall notify the other party.

### Contract Manager for SKAMANIA:

Emily Stevenson, Program Coordinator  
PO Box 369  
Stevenson, WA 98648  
509-427-3941  
[Estevenson@co.skamania.wa.us](mailto:Estevenson@co.skamania.wa.us)  
or their successor

### Contract Manager for RCO:

Justin Bush, Executive Coordinator  
PO Box 40917  
Olympia, WA 98504  
360-902-3088  
[Justin.bush@rco.wa.gov](mailto:Justin.bush@rco.wa.gov)  
or their successor

## DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties.

## SUSPENSION

The obligation of RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium, RCO reserves the right to suspend the Contract, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and RCO provides notice to continue work.

## **CONFLICT OF INTEREST**

The SKAMANIA shall act in a professional and ethical manner, and shall avoid any conflict of interest that might influence the SKAMANIA actions or judgment. The SKAMANIA must disclose immediately to RCO any interest, direct or indirect, that might be construed as prejudicial in any way to the professional judgment of the SKAMANIA in rendering service to RCO.

The SKAMANIA shall not permit its staff to work on any RCO funded or managed project related to this Agreement if such staff also voluntarily testify, advocate, work for, or consult for parties with interests or involvement in any related RCO funded or managed project, or on subject matter related to such related RCO project, during the Contract term and for two years after end of the Contract term, unless the SKAMANIA obtains prior written approval from RCO. This requirement shall survive termination of the contract.

## **ASSURANCES**

RCO and SKAMANIA agree that all activity pursuant to this Contract will be in accordance with all applicable current federal, state and local laws, rules, and regulations.

## **TERMINATION**

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination of this Agreement, the terminating party shall be liable only for performance rendered prior to the effective date of termination.

## **ORDER OF PRECEDENCE**

In the event of an inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes, and local laws, rules and regulations
- b. Statement of Work
- c. **Exhibit A:** USDA Award Face Sheet
- d. **Exhibit B:** USDA Work Plan
- e. Any other provisions of the Contract, including materials incorporated by reference.

## **CHANGES, MODIFICATIONS AND AMENDMENTS**

This Agreement may be waived, changed, modified, or amended only by written amendment executed by both parties hereto.

**ENTIRE AGREEMENT**

This Contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

**APPROVAL**

This Contract shall be subject to the written approval of RCO's authorized representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of 17 pages, is executed by the persons signing below who warrant that they have the authority to execute the Contract.

**WASHINGTON STATE RECREATION AND  
CONSERVATION OFFICE**

**SKAMANIA COUNTY**

\_\_\_\_\_  
SIGNATURE

Scott T. Robinson  
\_\_\_\_\_  
PRINT NAME

Deputy Director  
\_\_\_\_\_  
TITLE

DATE

\_\_\_\_\_  
SIGNATURE

*Robert Hamlin*  
\_\_\_\_\_  
PRINT NAME

*Chair*  
\_\_\_\_\_  
TITLE

*9/22/20*  
\_\_\_\_\_  
DATE

**United States Department of Agriculture  
Animal and Plant Health Inspection Service  
AWARD FACE SHEET**

**EXHIBIT B**

<b>1. FAIN</b> AP20PPQFO000C325	<b>2. Amendment FAIN</b>	<b>3. Period of Performance</b> 08/01/2020 through 07/31/2021	<b>4. Type of Instrument</b> Cooperative Agreement
<b>5. Type of Action</b> New	<b>6. Proposal Number</b> APP-12768	<b>7. CFDA Number</b> 10.025	<b>8. NICRA</b> 0.00
<b>9. Authority:</b> 7 USC 7701-7772			
<b>10. Agency (Name and Address)</b> Animal and Plant Health Inspection Service KATHERINE HOUGH 2150B CENTRE AVE, BLDG B FT COLLINS, CO 80526		<b>11. Recipient Organization</b> RECREATION AND CONSERVATION OFFICE DUNS: 088405852 1111 WASHINGTON ST SE OLYMPIA, WA 98504-0917	
<b>12. Program Point of Contact:</b> Timothy St. Germain (253) 944-2044 timothy.stgermain@aphis.usda.gov	<b>Administrative Point of Contact:</b> Deborah Katers (970) 494-7507 Deborah.C.Katers@usda.gov	<b>13. Recipient Program Contact:</b> Mark Jarasitis (360) 902-3006 mark.jarasitis@rco.wa.gov	<b>Recipient Administrative Contact:</b> Mark Jarasitis (360) 902-3006 mark.jarasitis@rco.wa.gov
<b>14. Title of Proposal</b> WA 20 WSRCO PPA Outreach - Youth & Adult			
<b>15. Funding:</b>	<b>Federal</b>	<b>Non-Federal</b>	<b>16. Provisions</b>
<b>Previous Total</b>	\$70,000.00	\$0.00	APHIS General Terms and Conditions: <a href="https://www.aphis.usda.gov/aphis/ourfocus/business-services/financial-management-division/financial_services_branch/agreements_service_center/terms-conditions-for-aphis-awards">https://www.aphis.usda.gov/aphis/ourfocus/business-services/financial-management-division/financial_services_branch/agreements_service_center/terms-conditions-for-aphis-awards</a>
<b>+ or -</b>	\$0.00	\$0.00	
<b>Total</b>	\$70,000.00	\$0.00	
<b>Grand Total</b>	\$70,000.00		
<b>PROJECT DESCRIPTION</b>  This agreement provides Federal financial assistance for outreach and education.  Functional Area: AP02SUFBPPDMP000 TAS: 1201600 WBS Element: AP.EX.PPDM.05 Budget Period: 2020 Cost Center: APPQOP5053  AGREEMENT ID: 6000014196		<b>REPORTING REQUIREMENTS</b>  Accomplishment and financial reports will be due as follows:  Reporting Period Financial Report - Semi Annual Semiannual: Aug 01,2020 to Feb 01,2021 Final Report :  Due Dates Mar 01,2021 Oct 31,2021  Performance Report - Semi Annual Semiannual: Aug 01,2020 to Feb 01,2021 Final Report : Mar 01,2021 Oct 31,2021  Property Report - Not Required	
<b>FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE</b>			
This award, subject to the provisions above, shall constitute an obligation of funds on behalf of the Government. Such obligation may be terminated without further causes unless the recipient commences the timely drawdown of funds; such drawdowns may not exceed one year from the issuance date of the award.			
<b>APHIS Name</b>  Associate Executive Director	<b>Signature</b>  KHOUGH		<b>Date</b>  06/22/2020
<b>RECIPIENT Name</b>  Justin Bus	<b>Signature</b>  JBUS		<b>Date</b>  06/18/2020
APHIS			

<b>Cooperator:</b>	<b>Washington State Recreation and Conservation Office</b>		
<b>State:</b>	WA		
<b>Project:</b>	Washington State Outreach and Education - Youth and Adults		
<b>Project funding source:</b>	PPA §7721 Goal 5		
<b>Project Coordinator:</b>	Justin Bush, Executive Coordinator		
<b>Project Number</b>	5.0560		
<b>Contact Information:</b>	<b>Address:</b>	PO Box 41917 Olympia, WA 98501	
	<b>Phone:</b>	360-902-3088	<b>Fax:</b> 360-902-3026
	<b>Email Address:</b>	Justin.Bush@rco.wa.gov	

This Work Plan reflects a cooperative relationship between the *Washington Recreation and Conservation Office*, the administrative host of the *Washington Invasive Species Council* (the Cooperator) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Plant Protection and Quarantine (PPQ). It outlines the mission-related goals, objectives, and anticipated accomplishments as well as the approach for *education and outreach to increase the detection, prevention of, and response to high-consequence pests to high-risk regions of Washington State and neighboring states in partnership with Washington State University, Pacific Education Institute and Skamania County*, and the related roles and responsibilities of the parties [e.g., APHIS role(s) and Cooperator role(s)] as negotiated.

**I) OBJECTIVES AND NEED FOR ASSISTANCE**

**A. What relevant need or problem within the cooperator’s mission area requires a solution in carrying out a public purpose of support or stimulation authorized by a law of the United States? How does the need or problem align with the mission area and strategic goals of APHIS?**

*The Pacific Northwest regularly receives new introductions of pests of regulatory significance from infested areas of the United States, the continent, and beyond. Due to its major ports, diverse climates, domestic and international trade, and significant agricultural commodities, the region has a high risk of pest introductions.*

*The 2008 Farm Bill: Plant Pest and Disease Management and Disaster Prevention Provision Comparative Risk Assessment for the 50 United States draft document designates Washington State as the fourth highest risk for exotic pest introductions.*

*More than 70 first detections of new pests have been detected in the State of Washington since 1990. Of the first detections, 36% were detected by members of the public which is more than*

were detected through formal surveys. This information points to the critical importance of both adult and youth first detectors.

*In order to protect industry, environmental and economic resources, the Washington Invasive Species Council, its members representing state, federal, tribal, and local agencies, including non-profits and industry are collaborating to develop and implement a statewide first detector project focused on both adults and youth.*

*In developing an adult and youth first detector program, we will increase awareness and knowledge of prevention, as well as reporting of high consequence invasive species. First detectors will receive information and outreach by participating in workshops, and seminars.*

*The Washington Invasive Species Council exist in state statute to provide policy level direction, planning, and coordination for combatting harmful invasive species throughout the state and preventing the introduction of others that may be potentially harmful—which aligns with the mission and strategic goals of APHIS.*

## **II) RESULTS OR BENEFITS EXPECTED**

### **A. The Cooperator seeks to conduct a program which is expected to result in:**

*The Washington Invasive Species Council, Washington State University (WSU), Pacific Education Institute (PEI) and Skamania County, in collaboration with other state, federal, tribal, and local agencies will work together to focus on preventing the introduction and spread of high-consequence pests to high-risk regions of Washington State and neighboring states by developing and implementing a comprehensive adult and youth education project.*

*The project has five distinctive components that will be planned and executed by the cooperator and partners:*

1. *Statewide Invasive Species Workshop*
2. *Regional Invasive Species Workshop*
3. *Seminars and Webinars*
4. *Teacher Workshop*
5. *Outreach Material Development and Improvement*

## **III) APPROACH**

### **A. What is the plan of action or approach to the work?**

*The approach to this work involves five distinctive components: 1) Statewide Invasive Species Workshop, 2) Regional Invasive Species Workshop, 3) Seminars and Webinars, 4) Teacher Workshop, and 5) Outreach Material Development and Improvement.*

#### *1. Statewide Invasive Species Workshop*

*The Washington Invasive Species Council will work with other state, tribal, federal, and local agencies to plan and hold a statewide invasive species and exotic pest workshop. The workshop will be marketed and open to industry, tribal agencies, state and federal agencies,*

volunteer first detectors and others. Participants will be surveyed upon completion and results will be shared to inform future first detector workshops within Washington and regionally.

## 2. Regional Invasive Species Workshop

The Columbia River Gorge National Scenic Area is of national significance, in addition to being geographically located near the Columbia River transportation corridor, Interstates 5 and 84 corridors, and ports such as the Port of Portland, Port of Vancouver, and Portland International Airport. To bolster first detectors in the Columbia River Gorge National Scenic Area within the State of Oregon and Washington, the Washington Invasive Species Council and Skamania County on behalf of the Columbia Gorge Cooperative Weed Management Area will plan and hold a regional invasive species and exotic pest workshop. Approximately 100 attendees will represent industry, tribal, state, local, and federal agencies, including non-profits and private citizens and comprise a protective network of trained first detectors at a regional scale.

## 3. Seminars and Webinars

The Washington Invasive Species Council and Washington State University will plan and hold two webinars focusing on topics such as priority invasive species, diagnostics, and reporting. The webinars will be recorded, archived online, and be made available on-demand to visitors of the [InvasiveSpecies.wa.gov](http://InvasiveSpecies.wa.gov) website. In addition to the two webinars, five seminars will be held, integrating invasive species first detector information into the programming of existing networks such as the Master Gardener, Beach Watcher, Master Naturalist, Master Hunter, Green Cities, and other programs.

## 4. Teacher Workshop

In FY18, the Washington Invasive Species Council collaboratively developed curriculum and lesson plans for use in schools and pilot tested the products before finalization and wider use. Notably, the educational products meet science standards required by schools for use in formal education in Washington State. In FY19, two teacher workshops were held statewide allowing teachers to attend a comprehensive training on the lesson plans and curriculum. In FY20, we will hold one additional teacher workshops within the state to further promote the use of the curriculum and lesson plans with additional teachers statewide.

## 5. Outreach Material Development and Improvement

Throughout the project, the interagency partners will evaluate existing outreach materials, identify improvements, and execute the improvements for future use. All materials will be made available at no cost to the public and partners online and printed copies will be mailed at no cost to the requestor, while supplies last.

### **B. The Cooperator Will:**

#### **i) By function, what work is to be accomplished?**

The following work will be accomplished:

- 1 statewide first detector workshop
- 1 regional first detector workshop
- 2 webinars
- 5 seminars

- 1 teacher workshop

*All materials and documents will be made available to the public upon completion.*

#### **IV) What is the quantitative projection of accomplishments to be achieved?**

##### **A. By activity or function, what are the anticipated accomplishments by month, quarter, or other specified intervals?**

1. *Statewide Invasive Species Workshop (months 1-8)*
2. *Regional Invasive Species Workshop (months 1-6)*
3. *Seminars and Webinars (months 1-12)*
4. *Teacher Workshop (months 6-12)*
5. *Outreach Material Development and Improvement (months 1-12)*

##### **B. What criteria will be used to evaluate the project? What are the anticipated results and successes?**

*This project will result in successfully educating a network of youth and adult first detectors within Washington State who can successfully recognize, identify, and report a new pest introduction.*

*The project will be evaluated by collecting and analyzing participant surveys, documenting participation, website visits, and both material and mobile phone app reporting downloads.*

*Following project completion, evaluations information will be compiled and made available to the public as a model to be replicated outside of Washington State. It is our intent to continue this project will continue and expand in future years to make training and messaging accessible to a larger audience and other regions in the Pacific Northwest as a model for implementing consistent multi-state and multi-agency education, outreach, and messaging.*

##### **C. What numbers and types of personnel will be needed and what will they be doing?**

*This project will require 9 personnel to complete, including staff of:*

- *Washington Recreation and Conservation Office*
  - 1) *Justin Bush, Washington Invasive Species Council Executive Coordinator*
  - 2) *Alexis Haifley, Community Outreach and Environmental Education Specialist*
- *Washington State University Extension*
  - 3) *Todd Murray, Extension Agriculture, Natural Resources Unit Director*
  - 4) *Rachel Bomberger, Plant Diagnostician*
- *Pacific Education Institute*
  - 5) *Denise Buck, Program Coordinator*
  - 6) *Hattie Osborne, Western Washington FieldSTEM Coordinator*
- *Skamania County*
  - 7) *Emily Stevenson, Program Coordinator*
  - 8) *Cyndi Soliz, Partnership Specialist*
  - 9) *Courtney Gallutto, CWMA Coordinator*

i) **What equipment will be needed to perform the work?**

**(1) What equipment will be provided by the cooperator?**

*Computers, software, audio-visual equipment, publication equipment.*

**(2) What equipment will be requested from APHIS on loan?**

*None.*

**(3) What equipment will be purchased in whole or in part with APHIS funds?**

*None.*

**(4) How will the equipment be used?**

*None.*

**(5) What is the proposed method of disposition of the equipment upon termination of the agreement/project?**

*None.*

**D. Identify information technology equipment, e.g., computers, and their ancillary components.**

*Nine personal computers, one projector, one desktop publishing workstation, copy machines, and phones are available for project use by the cooperators' organizations.*

**E. What supplies will be needed to perform the work?**

i) **What supplies will be provided by the Cooperator?**

*N/A*

ii) **What supplies will be requested from APHIS (list supplies)?**

*Supplies needed to produce workshops and educational content and materials will be procured by the cooperator and partners. Supplies to include printed educational materials, meeting supplies such as nametags, easel boards, and miscellaneous supplies. See detailed financial plan.*

**(1) What supplies will be purchased in whole or in part with APHIS funds?**

*The supplies outlined in the detailed financial plan will be purchased with APHIS funds.*

**(2) How will the supplies be used?**

*The supplies will be used for creating and delivering educational materials to the public.*

**(3) What is the proposed method of disposition of the supplies with a cumulative value over \$5,000 upon termination of the agreement/project?**

*N/A*

**F. What procurements will be made in support of the funded project and what is the method of procurement (e.g., lease, purchase)?**

*The Recreation and Conservation Office will procure all supplies, initiate interagency agreements with Washington State University and Skamania County, and a contract with the Pacific Education Institute.*

**G. What are the travel needs for the project?**

**i) Is there any local travel to daily work sites?**

*N/A*

**ii) What extended or overnight travel will be performed (number of trips, their purpose, and approximate dates)?**

*The Recreation and Conservation Office has budgeted for two staff members to attend and participate in four events including 1 day for travel and logistics (2 days per event). Travel locations are to be determined (TBD) locations in Washington State. The Washington Recreation and Conservation Office Executive Team approving are officials for project travel. See detailed financial plan.*

**H. Reports:**

All Reports will be completed in ezFedGrants. Reports include:

- i) Narrative accomplishment reports in the frequency and time frame specified on the Agreement Award Face Sheet.
- ii) Federal Financial Reports, SF-425, in the frequency and time frame specified on the Agreement Award Face Sheet.

**I. Are there any other contributing parties who will be working on the project?**

**(1) If so, list other participating institutions/agencies who will work on the project.**

*Washington State University (WSU) Extension  
Pacific Education Institute  
Skamania County, Washington*

**(2) Describe the nature of their effort.**

*Washington State University will assist the council to plan, develop, and deliver workshops, seminars, and webinars described in tasks 1-3. Additionally, WSU will develop and analyze workshop participant surveys results.*

*Pacific Education Institute will assist the council to plan and hold one teacher workshops referenced in task 4.*

*Skamania County will assist the council to plan, develop and deliver content and content development for curricula and lead the delivery of the Columbia Gorge regional workshop.*

**V) APHIS Will:**

**A. Outline the Agency's (USDA APHIS PPQ) substantial involvement.**

**i) Project oversight and performance management**

*General and technical oversight will be provided by APHIS and the contact will be made through Dr. Clinton Campbell, USDA APHIS PPQ State Operations Coordinator.*

- ii) **Provide the equipment requested by the cooperator in 4.b. & c.**

*N/A*

- iii) **Provide the supplies requested by the cooperator in 6.b. & c.**

*N/A*

## **B. GEOGRAPHIC LOCATION OF PROJECT**

- i) **Is the project statewide or in specific counties?**

*The project is statewide in geographic scope.*

- ii) **What type of terrain will be involved in the project?**

*The project terrain involves urban landscapes, forest, rangeland, and cropland.*

- iii) **Are there any unusual geographic features which may have an impact on the project?**

*N/A*

## **VI) DATA COLLECTION AND MAINTENANCE**

Each State is responsible for entering complete, accurate, and timely pest survey data into an approved database using approved protocol and methodology. All survey data from PPA §7721 Goal 1 Survey funded projects will be entered into either the National Agricultural Pest Information System (NAPIS) or the Integrated Plant Health Information System (IPHIS) as determined by the program staff, and listed in the Survey Summary Form and Data Requirements for Funded Surveys spreadsheet on the 2019 PPA §7721 page of the CAPS Resource & Collaboration website. All data generated from PPA §7721 Goal 1 National Priority Surveys will be entered into NAPIS. Each State is responsible for entering complete, accurate, and timely pest survey data using the Approved Methods.

- First record for the State and/or County will be entered within **48 hours** of confirmation of identification by a qualified identifier.
- All other required records, both positive and negative survey data, must be entered **within two weeks** of confirmation.
- All records are to be entered into the NAPIS or IPHIS database by **December 31<sup>st</sup>** of the year of survey, so these data can be included in the yearly Plant Board Report.

All survey data performed by federal personnel in conjunction with this agreement should be provided to the State Survey Coordinator for entry into NAPIS if required. Additionally, any pest surveys conducted by PPQ will be entered into a PPQ approved database. The State Plant Health Director, or his/her designee, is responsible for assuring data quality.

- *Survey data and diagnostic results will be entered into USDA-approved database as close to real time as possible, including both positive and negative results.*
- *All data elements will be provided nationally and will be entered into the USDA-approved database.*



Cooperator Name: Washington Recreation & Conservation Office - Invasive Species Council

ITEM	APHIS FUNDS	COOPERATOR FUNDS
<b>PERSONNEL:</b>		
Executive Coordinator: 90 hours @ \$39.00	3,510.00	-
Project Specialist: 1000 hours @ \$26.00	26,000.00	-
Subtotal	29,510.00	-
<b>FRINGE BENEFITS:</b>		
37% of Personnel	10,918.70	-
Subtotal	10,918.70	-
<b>TRAVEL:</b>		
Meals: 8 days X 2 people @ 66.00	1,056.00	-
Hotels: 8 days X 2 people @ 96.00	1,536.00	-
Parking: 8 days @ 20.00	160.00	-
Airfare: 2 flights @190	380.00	-
Misc. Travel	100.00	-
Subtotal	3,232.00	-
<b>EQUIPMENT</b>		
N/A	-	-
Subtotal	-	-
<b>SUPPLIES</b>		
Educational Material Printing: 250 @ 2.00	500.00	-
Meeting Supplies (nametags, easel boards, etc)	500.00	-
Misc. Supplies	300.00	-
Subtotal	1,300.00	-
<b>CONTRACTUAL</b>		
<b>Washington State University (WSU) Professional Services</b>	<b>11,012.04</b>	<b>-</b>
Unit Director: 2.5% FTE	3,387.00	-
WSU Diagnostician: 7% FTE	3,763.00	-
Motorpool Vehicle: 8 days @ \$162.50	1,300.00	-
Airfare: 2 flights @190	380.00	-
Lodging: 2 nights @ \$189	378.00	-
Meals: 2 days @ \$76	152.00	-
Misc Travel	-	-
WSU Subtotal	9,360.00	-
WSU F&A Fee (17.650% of total)	1,652.04	-
<b>Pacific Education Institute (PEI) Professional Services</b>	<b>5,000.00</b>	<b>-</b>
PEI Program Coordinator: 20 hours @ \$ 50.00	1,000.00	-
PEI Western FieldSTEM Coordinator: 75 hours @ \$40.00	3,000.00	-
PEI Misc. Supplies	1,000.00	-
<b>Skamania County (SC) Professional Services</b>	<b>7,000.00</b>	<b>-</b>
SC Program Coordinator: 50 hours @ \$45.00	2,250.00	-
SC Partnership Specialist: 30 hours @ \$39.00	1,170.00	-

Cooperator Name: Washington Recreation & Conservation Office - Invasive Species Council

ITEM	APHIS FUNDS	COOPERATOR FUNDS
SC CWMA Coordinator 57 hours @ 35.00	1,995.00	-
SC: Lodging: 3 days @ \$150	450.00	-
SC Meals: 3 days @ 66.00	198.00	-
SC Misc Travel:	170.00	-
SC Misc. Supplies	500.00	-
SC Room Rental: 1 day @ \$267	267.00	-
Subtotal	23,012.04	-
<b>OTHER</b>		
Postage/Shipping	27.26	-
Meeting room rental: 16 hours @ \$125	2,000.00	-
Subtotal	2,027.26	-
<b>TOTAL DIRECT COSTS</b>	70,000.00	-
<b>INDIRECT COSTS</b> (not to exceed 15%)	-	-
<b>TOTAL</b>	70,000.00	-

## Jarasitis, Mark (RCO)

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**From:** Bush, Justin (RCO)  
**Sent:** Friday, April 24, 2020 11:51 AM  
**To:** Jarasitis, Mark (RCO)  
**Subject:** FY20 USDA APHIS PPQ - Washington State Outreach and Education - Youth and Adults  
**Attachments:** final-5.0127\_WA-Washington State Outreach and Education-Financial Plan.....xlsx;  
final-5.0127\_WA-Washington State Outreach and Education-Work Plan.docx

Hi Mark,

The attached work plan and financial plan have been reviewed and approved by the US Department of Agriculture Animal and Plant Health Inspection Service Plant Protection and Quarantine (USDA APHIS PPQ) state director. Please route to Scott Robinson for review and approval. Once approved, he will need to sign the work plan as the ROAR.

Once signed, I will email to USDA APHIS PPQ and they will generate an opportunity in ezFedGrants.

Justin Bush

Executive Coordinator | [Washington Invasive Species Council](#)

[Washington Recreation and Conservation Office](#)

[justin.bush@rco.wa.gov](mailto:justin.bush@rco.wa.gov)

[Report invasive species!](#) | [Facebook](#) | [Instagram](#) | [Twitter](#)

*I am working from home to help avoid possible spread of the coronavirus.*

*During this time the best way to contact me is by e-mail or phone at 360-704-0973.*

**COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS**

1. Contract Number Interagency Agreement

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

3. Contractor Information: Contractor: WA State Recreation and Conservation Office  
Contact Person: Justin Bush  
Title: Invasive Species Executive Coordin  
Address: PO Box 40917  
Address: Olympia, WA 98504-0917  
Phone: 360-902-3088

4. Brief description of purpose of the contract and County's contracted duties:  
Cooperation between RCO and Skamania County for collaborative implementation of the FY20 PPA 7721 project that includes the development and implementation of the Columbia Gorge Invasive Species and Exotic Pest Workshop.

5. Term of Contract: From: August 1, 2020 To: July 31, 2021

6. Contract Award Process: (Check appropriate box)

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

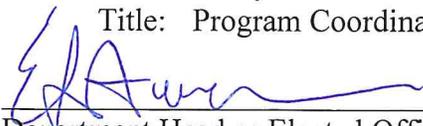
- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)  
 Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)  
 Formal Sealed Bid Process (Purchase is over \$25,000)  
 Other Exempt (explain and provide RCW) Chapter 39.34, Interlocal Cooperation Act

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)

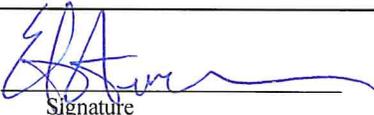
7. Amount Budgeted in Current Year: \$ 0  
Amount Not Budgeted in Current Year \$ 7,000 Source: APHIS\_Farm Bill /RCO  
Total Non-County Funds Committed: \$ 7,000 Source: APHIS\_Farm Bill /RCO  
Total County Funds Committed: \$ 0  
TOTAL FUNDS COMMITTED: \$ 7,000

8. County Contact Person: Name: Emily Stevenson  
Title: Program Coordinator

9. Department Approval:   
Department Head or Elected Official Signature

10. Special Comments: email a digital copy to Julia Marshburn at: juliamarshburn@rco.wa.gov

## COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	Noxious Weed Department	 Signature
<b><u>AGENDA DATE</u></b>	9/22/2020	
<b><u>SUBJECT</u></b>	Interagency Agreement with RCO	
<b><u>ACTION REQUESTED</u></b>	Approve and sign	

### **SUMMARY/BACKGROUND**

Cooperation between Recreation and Conservation Office (RCO) and Skamania County for collaborative implementation of the FY20 PPA 7721 Goal 5 project.

The United States Department of Agriculture Animal and Plant Health Inspection Service has provided RCO funding via cooperative agreement AP20PPQFO000C325 from August 1, 2020 to July 31, 2021 to continue the Columbia River Gorge Invasive Species and Exotic Pest Workshop.

### **FISCAL IMPACT**

Wa State Recreation and Conservation Office will compensate Skamania County Noxious Weed Program for work agreed upon under the FY 20 project. Total is \$7,000.

### **RECOMMENDATION**

Review and sign agreement.

### **LIST ATTACHMENTS**

Digital copy emailed to:

Julia Marshburn  
Julia.marshburn@rco.wa.gov

**INTERAGENCY AGREEMENT  
BETWEEN  
STATE OF WASHINGTON  
RECREATION AND CONSERVATION OFFICE  
AND  
SKAMANIA COUNTY**

**Project # :** 20-2012

**Contract Type:** Interagency Agreement

**Project:** Invasive Species and Exotic  
Pest Workshop

**Funding Source:** USDA PPA 7721 FY20 /  
RCO #21-29

**Period of Performance:** August 1 2020 - July 31 2021

### **PARTIES TO THE AGREEMENT**

This Interagency Agreement is made and entered into by and between the Washington State Recreation and Conservation Office, hereinafter referred to as "RCO", and Skamania County, hereinafter referred to as "SKAMANIA", pursuant to the authority granted by Chapter 39.34 RCW.

### **PURPOSE**

SKAMANIA will assist the Washington Invasive Species Council, on behalf of RCO, to plan, develop and deliver content and content development for curricula and lead the delivery of the Columbia Gorge regional workshop.

### **STATEMENT OF WORK**

SKAMANIA will work with various other partners to plan, organize, and host the Invasive Species and Exotic Pest Workshop. Approximately 100 attendees will represent industry, tribal, state, local, and federal agencies; including non-profits and private citizens and comprise a protective network of trained first detectors at a regional scale. This workshop will either be held in-person or remotely.

### **PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Contract shall commence on **August 1, 2020**, or date of signature, whichever is first, and be completed on **July 31, 2021** unless terminated sooner as provided in this Contract or extended through a properly executed amendment. This Contract may be extended up to one year.

### **COMPENSATION**

RCO shall reimburse SKAMANIA an amount not to exceed **\$7,000**, including any applicable tax and indirect costs, for the performance of all things necessary for, or incidental to, the work as set forth in this Agreement.

Allowable costs shall include costs incurred from the first date of the Period of Performance until the Agreement is terminated or expires as provided herein, but in no event shall allowable costs exceed the maximum amount of the Agreement.

<b>Estimated Project Budget</b>	<b>Rate</b>	<b>Quantity</b>	<b>Total</b>
Program Coordinator	\$45/hour	50	\$2,250
Partnership Specialist	\$39/hour	30	\$1,170
CWMA Coordinator	\$35/hour	57	\$1,995
Travel	\$818	1	\$818
Miscellaneous Supplies	\$500	1	\$500
Room Rental	\$267	1	\$267
<i>Total</i>			<i>\$7,000</i>

**Travel**

SKAMANIA shall receive reimbursement for travel and other expenses as identified in the following paragraph or as authorized in advance by RCO as reimbursable, which is included in the contract total above.

Such expenses may include transportation expenses, lodging and subsistence necessary during periods of required travel. SKAMANIA shall receive compensation for travel expenses at current state travel reimbursement rates.

**BILLING AND PAYMENT**

RCO will pay SKAMANIA upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to RCO not more often than monthly.

The invoices shall describe and document, to RCO’s satisfaction, a description of the work performed, the progress of the project, and fees. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must be retained by SKAMANIA for any single expense in the amount of \$50.00 or more.

Invoices shall include the individual performing the work and their hourly rate.

Invoices must be submitted electronically using PRISM online. Information is available on the RCO’s website located at <https://www.rco.wa.gov/grants/post-award-info/billing/>. Contact the agency at [ebilling@rco.wa.gov](mailto:ebilling@rco.wa.gov) with any questions.

Payment shall be considered timely if made by RCO within 30 calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by SKAMANIA.

RCO may, in its sole discretion, terminate the Contract or withhold payments claimed by SKAMANIA for services rendered if SKAMANIA fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by RCO.

## PERFORMANCE REPORTING

SKAMANIA must complete Progress Reports and Final Reports using PRISM Online. A training video is available at <https://rco.wa.gov/grants/apply-for-a-grant/prism/>.

## ADMINISTRATION

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the administration of this Contract and for coordinating and monitoring performance under this Contract. In the event such representatives are changed, the party making the change shall notify the other party.

---

### Contract Manager for SKAMANIA:

Emily Stevenson, Program Coordinator  
PO Box 369  
Stevenson, WA 98648  
509-427-3941  
[Estevenson@co.skamania.wa.us](mailto:Estevenson@co.skamania.wa.us)  
or their successor

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### Contract Manager for RCO:

Justin Bush, Executive Coordinator  
PO Box 40917  
Olympia, WA 98504  
360-902-3088  
[Justin.bush@rco.wa.gov](mailto:Justin.bush@rco.wa.gov)  
or their successor

## DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties.

## SUSPENSION

The obligation of RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium, RCO reserves the right to suspend the Contract, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and RCO provides notice to continue work.

## **CONFLICT OF INTEREST**

The SKAMANIA shall act in a professional and ethical manner, and shall avoid any conflict of interest that might influence the SKAMANIA actions or judgment. The SKAMANIA must disclose immediately to RCO any interest, direct or indirect, that might be construed as prejudicial in any way to the professional judgment of the SKAMANIA in rendering service to RCO.

The SKAMANIA shall not permit its staff to work on any RCO funded or managed project related to this Agreement if such staff also voluntarily testify, advocate, work for, or consult for parties with interests or involvement in any related RCO funded or managed project, or on subject matter related to such related RCO project, during the Contract term and for two years after end of the Contract term, unless the SKAMANIA obtains prior written approval from RCO. This requirement shall survive termination of the contract.

## **ASSURANCES**

RCO and SKAMANIA agree that all activity pursuant to this Contract will be in accordance with all applicable current federal, state and local laws, rules, and regulations.

## **TERMINATION**

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination of this Agreement, the terminating party shall be liable only for performance rendered prior to the effective date of termination.

## **ORDER OF PRECEDENCE**

In the event of an inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes, and local laws, rules and regulations
- b. Statement of Work
- c. **Exhibit A:** USDA Award Face Sheet
- d. **Exhibit B:** USDA Work Plan
- e. Any other provisions of the Contract, including materials incorporated by reference.

## **CHANGES, MODIFICATIONS AND AMENDMENTS**

This Agreement may be waived, changed, modified, or amended only by written amendment executed by both parties hereto.

**ENTIRE AGREEMENT**

This Contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

**APPROVAL**

This Contract shall be subject to the written approval of RCO's authorized representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of 17 pages, is executed by the persons signing below who warrant that they have the authority to execute the Contract.

**WASHINGTON STATE RECREATION AND  
CONSERVATION OFFICE**

**SKAMANIA COUNTY**

\_\_\_\_\_  
SIGNATURE

Scott T. Robinson

\_\_\_\_\_  
PRINT NAME

Deputy Director

\_\_\_\_\_  
TITLE

DATE

\_\_\_\_\_  
SIGNATURE

*Robert Hamlin*

\_\_\_\_\_  
PRINT NAME

*Chair*

\_\_\_\_\_  
TITLE

*9/22/20*

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Skamania County Prosecutor

**United States Department of Agriculture  
Animal and Plant Health Inspection Service  
AWARD FACE SHEET**

**EXHIBIT B**

<b>1. FAIN</b> AP20PPQFO000C325	<b>2. Amendment FAIN</b>	<b>3. Period of Performance</b> 08/01/2020 through 07/31/2021	<b>4. Type of Instrument</b> Cooperative Agreement
<b>5. Type of Action</b> New	<b>6. Proposal Number</b> APP-12768	<b>7. CFDA Number</b> 10.025	<b>8. NICRA</b> 0.00
<b>9. Authority:</b> 7 USC 7701-7772			
<b>10. Agency (Name and Address)</b> Animal and Plant Health Inspection Service KATHERINE HOUGH 2150B CENTRE AVE, BLDG B FT COLLINS, CO 80526		<b>11. Recipient Organization</b> RECREATION AND CONSERVATION OFFICE DUNS: 088405852 1111 WASHINGTON ST SE OLYMPIA, WA 98504-0917	
<b>12. Program Point of Contact:</b> Timothy St. Germain (253) 944-2044 timothy.stgermain@aphis.usda.gov	<b>Administrative Point of Contact:</b> Deborah Katers (970) 494-7507 Deborah.C.Katers@usda.gov	<b>13. Recipient Program Contact:</b> Mark Jarasitis (360) 902-3006 mark.jarasitis@rco.wa.gov	<b>Recipient Administrative Contact:</b> Mark Jarasitis (360) 902-3006 mark.jarasitis@rco.wa.gov
<b>14. Title of Proposal</b> WA 20 WSRCO PPA Outreach - Youth & Adult			
<b>15. Funding:</b>		<b>16. Provisions</b>	
	<u>Federal</u>	<u>Non-Federal</u>	APHIS General Terms and Conditions: <a href="https://www.aphis.usda.gov/aphis/ourfocus/business-services/financial-management-division/financial_services_branch/agreements_service_center/terms-conditions-for-aphis-awards">https://www.aphis.usda.gov/aphis/ourfocus/business-services/financial-management-division/financial_services_branch/agreements_service_center/terms-conditions-for-aphis-awards</a>
<b>Previous Total</b>	\$70,000.00	\$0.00	
<b>+ or -</b>	\$0.00	\$0.00	
<b>Total</b>	\$70,000.00	\$0.00	
<b>Grand Total</b>	\$70,000.00		
<b>PROJECT DESCRIPTION</b>  This agreement provides Federal financial assistance for outreach and education.  Functional Area: AP02SUFBPPDMP000 TAS: 1201600 WBS Element: AP.EX.PPDM.05 Budget Period: 2020 Cost Center: APPQOP5053  AGREEMENT ID: 6000014196		<b>REPORTING REQUIREMENTS</b>  Accomplishment and financial reports will be due as follows:  Reporting Period Financial Report - Semi Annual Semiannual: Aug 01,2020 to Feb 01,2021 Final Report :  Performance Report - Semi Annual Semiannual: Aug 01,2020 to Feb 01,2021 Final Report :  Property Report - Not Required	
<b>FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE</b>			
This award, subject to the provisions above, shall constitute an obligation of funds on behalf of the Government. Such obligation may be terminated without further causes unless the recipient commences the timely drawdown of funds; such drawdowns may not exceed one year from the issuance date of the award.			
<b>APHIS Name</b>  Associate Executive Director	<b>Signature</b>  KHOUGH		<b>Date</b>  06/22/2020
<b>RECIPIENT Name</b>  Justin Bus	<b>Signature</b>  JBUS		<b>Date</b>  06/18/2020
APHIS			

<b>Cooperator:</b>	<b>Washington State Recreation and Conservation Office</b>		
<b>State:</b>	WA		
<b>Project:</b>	Washington State Outreach and Education - Youth and Adults		
<b>Project funding source:</b>	PPA §7721 Goal 5		
<b>Project Coordinator:</b>	Justin Bush, Executive Coordinator		
<b>Project Number</b>	5.0560		
<b>Contact Information:</b>	<b>Address:</b>	PO Box 41917 Olympia, WA 98501	
	<b>Phone:</b>	360-902-3088	<b>Fax:</b> 360-902-3026
	<b>Email Address:</b>	Justin.Bush@rco.wa.gov	

This Work Plan reflects a cooperative relationship between the *Washington Recreation and Conservation Office*, the administrative host of the *Washington Invasive Species Council* (the Cooperator) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Plant Protection and Quarantine (PPQ). It outlines the mission-related goals, objectives, and anticipated accomplishments as well as the approach for *education and outreach to increase the detection, prevention of, and response to high-consequence pests to high-risk regions of Washington State and neighboring states in partnership with Washington State University, Pacific Education Institute and Skamania County*, and the related roles and responsibilities of the parties [e.g., APHIS role(s) and Cooperator role(s)] as negotiated.

**I) OBJECTIVES AND NEED FOR ASSISTANCE**

**A. What relevant need or problem within the cooperator’s mission area requires a solution in carrying out a public purpose of support or stimulation authorized by a law of the United States? How does the need or problem align with the mission area and strategic goals of APHIS?**

*The Pacific Northwest regularly receives new introductions of pests of regulatory significance from infested areas of the United States, the continent, and beyond. Due to its major ports, diverse climates, domestic and international trade, and significant agricultural commodities, the region has a high risk of pest introductions.*

*The 2008 Farm Bill: Plant Pest and Disease Management and Disaster Prevention Provision Comparative Risk Assessment for the 50 United States draft document designates Washington State as the fourth highest risk for exotic pest introductions.*

*More than 70 first detections of new pests have been detected in the State of Washington since 1990. Of the first detections, 36% were detected by members of the public which is more than*

were detected through formal surveys. This information points to the critical importance of both adult and youth first detectors.

*In order to protect industry, environmental and economic resources, the Washington Invasive Species Council, its members representing state, federal, tribal, and local agencies, including non-profits and industry are collaborating to develop and implement a statewide first detector project focused on both adults and youth.*

*In developing an adult and youth first detector program, we will increase awareness and knowledge of prevention, as well as reporting of high consequence invasive species. First detectors will receive information and outreach by participating in workshops, and seminars.*

*The Washington Invasive Species Council exist in state statute to provide policy level direction, planning, and coordination for combatting harmful invasive species throughout the state and preventing the introduction of others that may be potentially harmful—which aligns with the mission and strategic goals of APHIS.*

## **II) RESULTS OR BENEFITS EXPECTED**

### **A. The Cooperator seeks to conduct a program which is expected to result in:**

*The Washington Invasive Species Council, Washington State University (WSU), Pacific Education Institute (PEI) and Skamania County, in collaboration with other state, federal, tribal, and local agencies will work together to focus on preventing the introduction and spread of high-consequence pests to high-risk regions of Washington State and neighboring states by developing and implementing a comprehensive adult and youth education project.*

*The project has five distinctive components that will be planned and executed by the cooperator and partners:*

- 1. Statewide Invasive Species Workshop*
- 2. Regional Invasive Species Workshop*
- 3. Seminars and Webinars*
- 4. Teacher Workshop*
- 5. Outreach Material Development and Improvement*

## **III) APPROACH**

### **A. What is the plan of action or approach to the work?**

*The approach to this work involves five distinctive components: 1) Statewide Invasive Species Workshop, 2) Regional Invasive Species Workshop, 3) Seminars and Webinars, 4) Teacher Workshop, and 5) Outreach Material Development and Improvement.*

#### *1. Statewide Invasive Species Workshop*

*The Washington Invasive Species Council will work with other state, tribal, federal, and local agencies to plan and hold a statewide invasive species and exotic pest workshop. The workshop will be marketed and open to industry, tribal agencies, state and federal agencies,*

volunteer first detectors and others. Participants will be surveyed upon completion and results will be shared to inform future first detector workshops within Washington and regionally.

### 2. Regional Invasive Species Workshop

The Columbia River Gorge National Scenic Area is of national significance, in addition to being geographically located near the Columbia River transportation corridor, Interstates 5 and 84 corridors, and ports such as the Port of Portland, Port of Vancouver, and Portland International Airport. To bolster first detectors in the Columbia River Gorge National Scenic Area within the State of Oregon and Washington, the Washington Invasive Species Council and Skamania County on behalf of the Columbia Gorge Cooperative Weed Management Area will plan and hold a regional invasive species and exotic pest workshop. Approximately 100 attendees will represent industry, tribal, state, local, and federal agencies, including non-profits and private citizens and comprise a protective network of trained first detectors at a regional scale.

### 3. Seminars and Webinars

The Washington Invasive Species Council and Washington State University will plan and hold two webinars focusing on topics such as priority invasive species, diagnostics, and reporting. The webinars will be recorded, archived online, and be made available on-demand to visitors of the [InvasiveSpecies.wa.gov](http://InvasiveSpecies.wa.gov) website. In addition to the two webinars, five seminars will be held, integrating invasive species first detector information into the programming of existing networks such as the Master Gardener, Beach Watcher, Master Naturalist, Master Hunter, Green Cities, and other programs.

### 4. Teacher Workshop

In FY18, the Washington Invasive Species Council collaboratively developed curriculum and lesson plans for use in schools and pilot tested the products before finalization and wider use. Notably, the educational products meet science standards required by schools for use in formal education in Washington State. In FY19, two teacher workshops were held statewide allowing teachers to attend a comprehensive training on the lesson plans and curriculum. In FY20, we will hold one additional teacher workshops within the state to further promote the use of the curriculum and lesson plans with additional teachers statewide.

### 5. Outreach Material Development and Improvement

Throughout the project, the interagency partners will evaluate existing outreach materials, identify improvements, and execute the improvements for future use. All materials will be made available at no cost to the public and partners online and printed copies will be mailed at no cost to the requestor, while supplies last.

## B. The Cooperator Will:

### i) By function, what work is to be accomplished?

The following work will be accomplished:

- 1 statewide first detector workshop
- 1 regional first detector workshop
- 2 webinars
- 5 seminars

- 1 teacher workshop

*All materials and documents will be made available to the public upon completion.*

#### **IV) What is the quantitative projection of accomplishments to be achieved?**

##### **A. By activity or function, what are the anticipated accomplishments by month, quarter, or other specified intervals?**

1. *Statewide Invasive Species Workshop (months 1-8)*
2. *Regional Invasive Species Workshop (months 1-6)*
3. *Seminars and Webinars (months 1-12)*
4. *Teacher Workshop (months 6-12)*
5. *Outreach Material Development and Improvement (months 1-12)*

##### **B. What criteria will be used to evaluate the project? What are the anticipated results and successes?**

*This project will result in successfully educating a network of youth and adult first detectors within Washington State who can successfully recognize, identify, and report a new pest introduction.*

*The project will be evaluated by collecting and analyzing participant surveys, documenting participation, website visits, and both material and mobile phone app reporting downloads.*

*Following project completion, evaluations information will be compiled and made available to the public as a model to be replicated outside of Washington State. It is our intent to continue this project will continue and expand in future years to make training and messaging accessible to a larger audience and other regions in the Pacific Northwest as a model for implementing consistent multi-state and multi-agency education, outreach, and messaging.*

##### **C. What numbers and types of personnel will be needed and what will they be doing?**

*This project will require 9 personnel to complete, including staff of:*

- *Washington Recreation and Conservation Office*
  - 1) *Justin Bush, Washington Invasive Species Council Executive Coordinator*
  - 2) *Alexis Haifley, Community Outreach and Environmental Education Specialist*
- *Washington State University Extension*
  - 3) *Todd Murray, Extension Agriculture, Natural Resources Unit Director*
  - 4) *Rachel Bomberger, Plant Diagnostician*
- *Pacific Education Institute*
  - 5) *Denise Buck, Program Coordinator*
  - 6) *Hattie Osborne, Western Washington FieldSTEM Coordinator*
- *Skamania County*
  - 7) *Emily Stevenson, Program Coordinator*
  - 8) *Cyndi Soliz, Partnership Specialist*
  - 9) *Courtney Galluto, CWMA Coordinator*

- i) **What equipment will be needed to perform the work?**
- (1) **What equipment will be provided by the cooperator?**  
*Computers, software, audio-visual equipment, publication equipment.*
- (2) **What equipment will be requested from APHIS on loan?**  
*None.*
- (3) **What equipment will be purchased in whole or in part with APHIS funds?**  
*None.*
- (4) **How will the equipment be used?**  
*None.*
- (5) **What is the proposed method of disposition of the equipment upon termination of the agreement/project?**  
*None.*

**D. Identify information technology equipment, e.g., computers, and their ancillary components.**

*Nine personal computers, one projector, one desktop publishing workstation, copy machines, and phones are available for project use by the cooperators' organizations.*

**E. What supplies will be needed to perform the work?**

- i) **What supplies will be provided by the Cooperator?**  
*N/A*
- ii) **What supplies will be requested from APHIS (list supplies)?**  
*Supplies needed to produce workshops and educational content and materials will be procured by the cooperator and partners. Supplies to include printed educational materials, meeting supplies such as nametags, easel boards, and miscellaneous supplies. See detailed financial plan.*
- (1) **What supplies will be purchased in whole or in part with APHIS funds?**  
*The supplies outlined in the detailed financial plan will be purchased with APHIS funds.*
- (2) **How will the supplies be used?**  
*The supplies will be used for creating and delivering educational materials to the public.*
- (3) **What is the proposed method of disposition of the supplies with a cumulative value over \$5,000 upon termination of the agreement/project?**  
*N/A*

**F. What procurements will be made in support of the funded project and what is the method of procurement (e.g., lease, purchase)?**

*The Recreation and Conservation Office will procure all supplies, initiate interagency agreements with Washington State University and Skamania County, and a contract with the Pacific Education Institute.*

**G. What are the travel needs for the project?**

**i) Is there any local travel to daily work sites?**

*N/A*

**ii) What extended or overnight travel will be performed (number of trips, their purpose, and approximate dates)?**

*The Recreation and Conservation Office has budgeted for two staff members to attend and participate in four events including 1 day for travel and logistics (2 days per event). Travel locations are to be determined (TBD) locations in Washington State. The Washington Recreation and Conservation Office Executive Team approving are officials for project travel. See detailed financial plan.*

**H. Reports:**

All Reports will be completed in ezFedGrants. Reports include:

- i) Narrative accomplishment reports in the frequency and time frame specified on the Agreement Award Face Sheet.
- ii) Federal Financial Reports, SF-425, in the frequency and time frame specified on the Agreement Award Face Sheet.

**I. Are there any other contributing parties who will be working on the project?**

**(1) If so, list other participating institutions/agencies who will work on the project.**

*Washington State University (WSU) Extension  
Pacific Education Institute  
Skamania County, Washington*

**(2) Describe the nature of their effort.**

*Washington State University will assist the council to plan, develop, and deliver workshops, seminars, and webinars described in tasks 1-3. Additionally, WSU will develop and analyze workshop participant surveys results.*

*Pacific Education Institute will assist the council to plan and hold one teacher workshops referenced in task 4.*

*Skamania County will assist the council to plan, develop and deliver content and content development for curricula and lead the delivery of the Columbia Gorge regional workshop.*

**V) APHIS Will:**

**A. Outline the Agency's (USDA APHIS PPQ) substantial involvement.**

**i) Project oversight and performance management**

*General and technical oversight will be provided by APHIS and the contact will be made through Dr. Clinton Campbell, USDA APHIS PPQ State Operations Coordinator.*

- ii) **Provide the equipment requested by the cooperator in 4.b. & c.**

*N/A*

- iii) **Provide the supplies requested by the cooperator in 6.b. & c.**

*N/A*

## **B. GEOGRAPHIC LOCATION OF PROJECT**

- i) **Is the project statewide or in specific counties?**

*The project is statewide in geographic scope.*

- ii) **What type of terrain will be involved in the project?**

*The project terrain involves urban landscapes, forest, rangeland, and cropland.*

- iii) **Are there any unusual geographic features which may have an impact on the project?**

*N/A*

## **VI) DATA COLLECTION AND MAINTENANCE**

Each State is responsible for entering complete, accurate, and timely pest survey data into an approved database using approved protocol and methodology. All survey data from PPA §7721 Goal 1 Survey funded projects will be entered into either the National Agricultural Pest Information System (NAPIS) or the Integrated Plant Health Information System (IPHIS) as determined by the program staff, and listed in the Survey Summary Form and Data Requirements for Funded Surveys spreadsheet on the 2019 PPA §7721 page of the CAPS Resource & Collaboration website. All data generated from PPA §7721 Goal 1 National Priority Surveys will be entered into NAPIS. Each State is responsible for entering complete, accurate, and timely pest survey data using the Approved Methods.

- First record for the State and/or County will be entered within **48 hours** of confirmation of identification by a qualified identifier.
- All other required records, both positive and negative survey data, must be entered **within two weeks** of confirmation.
- All records are to be entered into the NAPIS or IPHIS database by **December 31<sup>st</sup>** of the year of survey, so these data can be included in the yearly Plant Board Report.

All survey data performed by federal personnel in conjunction with this agreement should be provided to the State Survey Coordinator for entry into NAPIS if required. Additionally, any pest surveys conducted by PPQ will be entered into a PPQ approved database. The State Plant Health Director, or his/her designee, is responsible for assuring data quality.

- *Survey data and diagnostic results will be entered into USDA-approved database as close to real time as possible, including both positive and negative results.*
- *All data elements will be provided nationally and will be entered into the USDA-approved database.*



Cooperator Name: Washington Recreation & Conservation Office - Invasive Species Council

ITEM	APHIS FUNDS	COOPERATOR FUNDS
<b>PERSONNEL:</b>		
Executive Coordinator: 90 hours @ \$39.00	3,510.00	-
Project Specialist: 1000 hours @ \$26.00	26,000.00	-
Subtotal	29,510.00	-
<b>FRINGE BENEFITS:</b>		
37% of Personnel	10,918.70	-
Subtotal	10,918.70	-
<b>TRAVEL:</b>		
Meals: 8 days X 2 people @ 66.00	1,056.00	-
Hotels: 8 days X 2 people @ 96.00	1,536.00	-
Parking: 8 days @ 20.00	160.00	-
Airfare: 2 flights @190	380.00	-
Misc. Travel	100.00	-
Subtotal	3,232.00	-
<b>EQUIPMENT</b>		
N/A	-	-
Subtotal	-	-
<b>SUPPLIES</b>		
Educational Material Printing: 250 @ 2.00	500.00	-
Meeting Supplies (nametags, easel boards, etc)	500.00	-
Misc. Supplies	300.00	-
Subtotal	1,300.00	-
<b>CONTRACTUAL</b>		
<b>Washington State University (WSU) Professional Services</b>	<b>11,012.04</b>	<b>-</b>
Unit Director: 2.5% FTE	3,387.00	-
WSU Diagnostician: 7% FTE	3,763.00	-
Motorpool Vehicle: 8 days @ \$162.50	1,300.00	-
Airfare: 2 flights @190	380.00	-
Lodging: 2 nights @ \$189	378.00	-
Meals: 2 days @ \$76	152.00	-
Misc Travel	-	-
WSU Subtotal	9,360.00	-
WSU F&A Fee (17.650% of total)	1,652.04	-
<b>Pacific Education Institute (PEI) Professional Services</b>	<b>5,000.00</b>	<b>-</b>
PEI Program Coordinator: 20 hours @ \$ 50.00	1,000.00	-
PEI Western FieldSTEM Coordinator: 75 hours @ \$40.00	3,000.00	-
PEI Misc. Supplies	1,000.00	-
<b>Skamania County (SC) Professional Services</b>	<b>7,000.00</b>	<b>-</b>
SC Program Coordinator: 50 hours @ \$45.00	2,250.00	-
SC Partnership Specialist: 30 hours @ \$39.00	1,170.00	-

Cooperator Name: Washington Recreation & Conservation Office - Invasive Species Council

ITEM	APHIS FUNDS	COOPERATOR FUNDS
SC CWMA Coordinator 57 hours @ 35.00	1,995.00	-
SC: Lodging: 3 days @ \$150	450.00	-
SC Meals: 3 days @ 66.00	198.00	-
SC Misc Travel:	170.00	-
SC Misc. Supplies	500.00	-
SC Room Rental: 1 day @ \$267	267.00	-
Subtotal	23,012.04	-
<b>OTHER</b>		
Postage/Shipping	27.26	-
Meeting room rental: 16 hours @ \$125	2,000.00	-
Subtotal	2,027.26	-
<b>TOTAL DIRECT COSTS</b>	70,000.00	-
<b>INDIRECT COSTS</b> (not to exceed 15%)	-	-
<b>TOTAL</b>	70,000.00	-

## Jarasitis, Mark (RCO)

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**From:** Bush, Justin (RCO)  
**Sent:** Friday, April 24, 2020 11:51 AM  
**To:** Jarasitis, Mark (RCO)  
**Subject:** FY20 USDA APHIS PPQ - Washington State Outreach and Education - Youth and Adults  
**Attachments:** final-5.0127\_WA-Washington State Outreach and Education-Financial Plan.....xlsx;  
final-5.0127\_WA-Washington State Outreach and Education-Work Plan.docx

Hi Mark,

The attached work plan and financial plan have been reviewed and approved by the US Department of Agriculture Animal and Plant Health Inspection Service Plant Protection and Quarantine (USDA APHIS PPQ) state director. Please route to Scott Robinson for review and approval. Once approved, he will need to sign the work plan as the ROAR.

Once signed, I will email to USDA APHIS PPQ and they will generate an opportunity in ezFedGrants.

Justin Bush

Executive Coordinator | [Washington Invasive Species Council](#)

[Washington Recreation and Conservation Office](#)

[justin.bush@rco.wa.gov](mailto:justin.bush@rco.wa.gov)

[Report invasive species!](#) | [Facebook](#) | [Instagram](#) | [Twitter](#)

*I am working from home to help avoid possible spread of the coronavirus.*

*During this time the best way to contact me is by e-mail or phone at 360-704-0973.*



COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	Senior Services Department	 Signature
<b><u>AGENDA DATE</u></b>	September 22, 2020	
<b><u>SUBJECT</u></b>	Veterans Administration Contract Amendment 6	
<b><u>ACTION REQUESTED</u></b>	Sign/Approve Amendment 6	

**SUMMARY/BACKGROUND**

The Department of Veteran's Affairs awarded a Capital Equipment Grant in 2015. The first year was a capital grant to purchase a vehicle. The following years grants have been amended to add operating expenses for the Vet Van. This 2020-2021 amendment provides funding to continue operations for the Vet Van.

**FISCAL IMPACT**

\$29,838.00

**RECOMMENDATION**

Sign/Approve the amendment

**LIST ATTACHMENTS**

Contract Amendment 6  
Statement of Work

The 6<sup>th</sup> AMENDMENT to AGREEMENT 305E-14-098 entered into between the Washington State Department of Veterans Affairs (hereinafter referred to as "WDVA"), and Skamania County Senior Services (hereinafter referred to as "CONTRACTOR"), and/or individually referred to as the "PARTY" and collectively referred to as the "PARTIES,"

#### RECITALS

WHEREAS, the U.S. Department of Veterans Affairs awarded the WDVA a grant in the sum of \$29,838.00 under the Grant for Transportation of Veterans in Highly Rural Areas program for the Project Period beginning September 15, 2020 and ending September 14, 2021.

WHEREAS, both PARTIES agree to amend AGREEMENT 305E-14-098 to increase funding to the Skamania County Veterans Transportation Project by \$29,838.00 in Grants for Transportation of Veterans in Highly Rural Areas funds in order to purchase and pay for routine maintenance, vehicle insurance fuel and a driver for the ADA Mini-Van.

NOW THEREFORE, the following AMENDMENT is hereby incorporated into AGREEMENT 305E-14-098;

#### AGREEMENT

1. RECITALS are hereby incorporated into this AGREEMENT.
2. Amend Caption heading 'PROJECT COSTS' ON THE FIRST PAGE OF THE AGREEMENT TO READ AS FOLLOWS:

Project Costs:	
Federal Funds	\$ 219,376.50
State Funds	\$ 0
Contractor Funds	<u>\$ 0</u>
Total Project Cost	\$ 219,376.50

3. Add Attachment III SCOPE OF WORK AND BUDGET, attached hereto and made a part hereof.
4. A copy of this AMENDMENT to the AGREEMENT shall be attached to and made a part of the original AGREEMENT. Any references to the "AGREEMENT" shall mean "AGREEMENT as amended."
5. All other terms and conditions of the original AGREEMENT not hereby amended shall remain in full force and effect. This document may be executed electronically or

simultaneously in several counterparts, each of which shall be deemed original having identical legal effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this 6<sup>th</sup> AMENDMENT the day and year last written below.

**WASHINGTON STATE DEPARTMENT  
OF VETERANS AFFAIRS**

**CONTRACTOR**

By: \_\_\_\_\_  
Terry Westhoff  
Chief Financial Officer

By: \_\_\_\_\_  
Authorized Representative

Title: Chair of the Board

Print Name: Bob Hamlin

Date: \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT III**  
**SCOPE OF WORK AND BUDGET**

Total Project Cost	
Federal Funds	\$219,376.50
State Funds	\$
Contractor's Funds	\$
<b>Total Project Cost</b>	<b>\$219,376.50</b>

**Scope of Work:** To provide reimbursement up to \$29,838.00 for expenses made during the project period beginning September 15, 2020 and ending September 14, 2021, to purchase and pay for routine maintenance, vehicle insurance fuel and a driver costs for one (1) ADA Minivan in accordance with the following Budget Summary:

**Budget Summary**

1	Routine ADA Mini-Van Maintenance	\$ 1,000.00
2	Vehicle Insurance	\$ -
3	Fuel for ADA Mini-Van	\$ 2,160.00
4	Driver Costs for ADA Mini-Van	\$ 26,678.00
	<b>Total</b>	<b>\$ 29,838.00</b>

**Budget:** *Funding identified reflects total project funds for 2020-21.* Capital funding allocations are for the purchase of the Project Equipment specified. Upon completion of the purchase, any funds remaining will be returned to WDVA.



**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Community Health Department	Signature 
<b><u>AGENDA DATE</u></b>	BOCC, 9/22/2020	
<b><u>SUBJECT</u></b>	Educational Service District 112 - Professional Services Contract	
<b><u>ACTION REQUESTED</u></b>	Signature	

**SUMMARY/BACKGROUND**

Contract for Child Development services within the Skamania and Klickitat County  
Developmental Disabilities programs for the period of 7/1/2020 – 6/30/2021

**FISCAL IMPACT**

Up To \$47,839. 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  
JULY 1, 2020 – JUNE 30, 2021**

**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 \$47,839 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

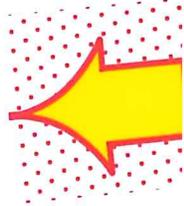
\_\_\_\_\_  
Commissioner

**APPROVED AS TO FORM ONLY:**

**ATTEST:**

\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
Clerk of the Board



**EXHIBIT A**  
**STATEMENT OF WORK**  
**CONTRACT JULY 1, 2020-JUNE 30, 2021**  
**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.** The maximum amount per county shall be: **Skamania- \$21,249; Klickitat- \$26,590**
- 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 10<sup>th</sup> 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 1, 2020 – June 30, 2021

**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

The Contractor shall not be required to provide additional insurance beyond the contract terms listed under section 6 of the Skamania County Professional Service Contract.

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<br>ATTN: Allen Esaacson<br>PO Box 1492<br>Stevenson, WA 98648 |
| If to Business Associate: | Educational Service District<br>2500 NE 65th Ave<br>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

9/16/2020  
\_\_\_\_\_  
Date



**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Community Health Department	Signature 
<b><u>AGENDA DATE</u></b>	BOCC, 7/21/2020	
<b><u>SUBJECT</u></b>	Skyline Co Location Agreement	
<b><u>ACTION REQUESTED</u></b>	Signature	

**SUMMARY/BACKGROUND**

Agreement with Skyline Medical Clinic to provide primary care services on site in the Community Health offices.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Sign

**LIST ATTACHMENTS**

Face Sheet  
Agreement

# CO-LOCATION AGREEMENT FOR ON-SITE PRIMARY CARE SERVICES

This Co-location Agreement for On-Site Primary Care Services (hereinafter “the Agreement”) is entered into by and between Klickitat County Public Hospital District No. 2, DBA Skyline Medical Clinic (“Skyline”) and Skamania County Community Health (“Skamania”)

## WITNESSETH:

WHEREAS, Skamania is a behavioral health provider; and Skyline is a primary care provider.

WHEREAS, the mission of Skamania is to provide to residents of its service area either through its own providers or referral agreements with other health resources; Public Health, Mental Health, Substance Use Disorder, Developmental Disabilities and crisis services.

WHEREAS, Skamania has determined that it is in the furtherance of its mission to enter into an arrangement with Skyline through which primary health services will be more accessible to patients of Skamania on referral. Skyline providers’ scope of services will include chronic disease management, wellness exams and acute needs such as flu, colds, etc. Services offered, or limitations therein, are deemed the determination of the Skyline providers.

For good and valuable consideration, the parties agree as follows:

1. **On-Site Staffing for Primary Care Services.** Skyline agrees to provide sufficient staff to provide on-site primary care services at the offices of Skamania for the purpose of providing primary care services to patients of Skamania on referral from Skamania providers. Skamania shall not make any charge to Skyline for the primary care professional and support staff who shall be providing primary care services on site and Skamania shall not be liable to Skyline for any costs of such staff nor any expenses attendant to such staff. Skamania shall not be required to make a minimum number of referrals to Skyline. Skamania may request that Skyline agrees to charge Skamania referred patients the same reduced rate charged by Skamania to said patients. Skyline may, but is not required to, abide by the Skamania request however, shall not charge Skamania patients more than it would charge other similarly situated patients for the service being provided.
2. **Use of Premises** – In order to provide the primary care services described in Paragraph 1, Skamania shall provide Skyline with exclusive use of one (1) office (hereinafter referred to as “The Premises”) between the hours of 8:30 a.m. and 5:00 p.m., initially on Wednesday with the option of adding more days if needed, provided those days are days that the Premises are open for business. Skyline agrees that the Premises shall be used for provision of primary care services and for no other purposes. The parties shall enter into a Business Associate agreement with the other party.

3. **No Rent** – In consideration of the improved access that will be available to Skamania patients as a result of this Agreement, Skyline shall not be charged and is not obligated to pay cash rent to Skamania during the Term of this Agreement.
4. **Utilities and Services** – Skamania shall provide all utilities (water, electricity, heating and cooling), services including internet access, use of fax and telephone for work related calls, use of copy machine, space for a refrigerator to store medication and housekeeping, janitor service and bio-med waste removal. Skyline shall provide its own computers, billing and patient scheduling software. Skyline shall be responsible for its own supplies. Skyline shall not use Skamania's medical or office supplies.

Skamania shall be responsible for the maintenance and repair of the heating and air conditioning systems, electrical and plumbing systems, the structural portions of the Premises, and internet, fax and telephone available to Skyline. Skyline shall not be responsible for any failure to such services not due to Skyline's negligence.
5. **No Transfer of Rights** - Neither this Agreement nor any interest in it, whether legal or equitable, shall be pledged, assigned, sub-Agreement or transferred by Skyline without the prior written consent of Skamania. Any assignment, receivership, bankruptcy or other proceedings by or against Skyline whether filed voluntarily or involuntarily, shall at the option of Skamania constitute a forfeiture of this Agreement, and no court or officer of a court shall have the right or power to transfer this Agreement or any interest in it without the prior written consent of Skamania.
6. **Premises Left In Good Order** - Skamania will keep the Premises in good repair, at its expense; except that when repairs are necessary because of acts or omissions of Skyline or persons acting for Skyline, the repairs will be at the expense of Skyline. Skamania assumes no responsibility in case of disrepair, or for any damage resulting from the state of disrepair, until Skyline has notified Skamania and Skamania has then had reasonable length of time in which to make repairs which shall be no less than fifteen (15) calendar days. Upon termination of this Agreement, Skyline will deliver the Premises peaceably to Skamania in as good order and condition as received by Skyline, reasonable wear and tear or loss by fire excepted. Skyline agrees, at termination of this Agreement for any reason, to pay for all damages done to the Premises by Skyline which have not been properly repaired, and further agrees to remove all rubbish and litter from the Premises and to leave the floors and all parts of the Premises in a clean condition.
7. **No Alterations of the Premises** – Skyline may not make alterations, additions or improvements on or to the Premises without the prior written consent of Skamania. All alterations, additions and improvements made shall become the property of Skamania and shall be surrendered as a part of the Premises at the termination of this Agreement.
8. **Trade and Professional Fixtures** - Any trade or professional fixtures placed on the Premises by Skyline, not actually becoming a part of the realty, may be removed by Skyline during the term of this Agreement or by the termination date, provided Skyline

has fully complied with all provisions of this Agreement and provided damages resulting from the removal of the fixtures are repaired at the expense of Skyline.

9. **Fire Damage** - If at any time the Premises, or the building of which the Premises are a component part, should be damaged by fire or other major casualty, Skamania shall have the option of either repairing the damage or terminating this Agreement as of the date of the fire or other casualty.
10. **Increase of Fire Insurance Rate** – Skyline will not do or permit to be done anything on the Premises that will increase the rate of fire insurance on the Premises or contents. If, because of any act or omission on the part of the Skyline the rate of fire insurance on the Premises is increased, Skyline agrees to pay on demand any increase. Skyline will comply with all laws, regulations and ordinances of the Federal, State, or municipal government and their departments applicable to the premises, and will comply with the requirements of the Board of Fire Underwriters.
11. **Insurance** – Skyline will indemnify and save harmless Skamania from any and all fines, judgments, suits, claims, demands, or actions of any kind against Skamania by reason of the Skyline’s use of the Premises or the breach of any laws, regulations, or ordinances and against claims for personal injury, death, or property damage occurring in on, or about the Premises. If Skamania is made a party to any suit, it shall have the right to employ an attorney to represent it and Skyline will pay a reasonable attorney’s fee so incurred by Skamania. Skyline agrees to purchase and maintain general and professional liability insurance with a reputable company during the term of this Agreement in the limits of one million dollars (\$1,000,000.00). The parties agree and hold themselves out to the public as strictly independent practices.
12. **Signage and Notification** – Skyline may not place any signs on the premises without the prior written consent of Skamania. The parties agree that, in compliance with Federal Regulations, notification will be provided to patients of Skyline including but not limited to placement in the Premises notifying its patients of the existence of this Agreement between the parties, that Skamania and Skyline are not affiliated entities and that patients of Skamania have the freedom to choose referral to any primary care provider of their choice.
13. **Entry into The Premises** - Skamania, by an officer or agent, will have the right to enter the Premises at all reasonable times to inspect them or to make those repairs, additions or alterations that Skamania believes necessary.
14. **Acceptance of the Premises** – Skyline’s act of taking possession of the Premises shall be conclusive evidence against Skyline that the Premises were in good order and satisfactory condition when Skyline took possession. Skyline shall note any deficiencies in the Premises on Exhibit 2 which is attached hereto. No promise of Skamania to alter, remodel, improve, repair, decorate, or clean the premises or any part of them, and no representation respecting the condition of the Premises has been made by Skamania or its agent to Skyline, except as contained in this Agreement.

15. **Failure to Comply with This Agreement** - In the event that either party shall fail to comply with any of the terms of this Agreement, the non-breaching party shall provide the alleged breaching party written notice of such non-compliance. The alleged breaching party shall have ten (10) business days after the date of the notice to cure the non-compliance. If the alleged breaching party fails to cure the non-compliance to the reasonable satisfaction of non-breaching party, the non-breaching party may declare this the alleged breaching party in default of its obligations under this Agreement and terminate this Agreement to be effective in ten (10) business days. Upon default by Skyline, Skamania by its officers or agents may re-enter the Premises by summary proceedings by force or other wise and take possession and remove all persons and property. The breaching party shall be entitled to collect reasonable expenses and attorney's fees and costs from the breaching party in the event of default for all expenses and damages permitted under this Agreement arising from the default.
16. **Termination** - Either party can terminate this Agreement upon thirty (30) day written notice to the other party.
17. **Term** – The term of this Agreement shall be from June 17, 2020 until June 17, 2021. This Agreement shall automatically renew for additional one year periods unless terminated by either party as described in Section 16.
18. **Common Space**– Skyline shall have the enjoyment of the common space of the Premises including the waiting area, kitchen facilities, hallways and restrooms. Skyline shall not be responsible for and shall have no obligations to pay any cost or expense relating to its use of the common space.
19. **Separation of Records and Patient Information** The medical records of Skyline shall be kept separate and apart from those of Skamania, under separate lock and key and shall not be accessible to anyone other than Skyline and its support staff during the time that Skyline is on the Premises. Except for those patients who are referred by Skamania to Skyline, both Skyline and Skamania shall maintain separate and distinct PHI of their respective patients. Skyline staff will be notified when a patient of Skyline's presents for treatment and all such patients shall be escorted for treatment by Skyline employees.
20. **Non-Discrimination** – As a recipient of Federal financial assistance, Skamania does not exclude, deny benefits to , or otherwise discriminate against any person (protected class) on the basis of race, color, national origin, disability, veteran status, religion, sex, or age in admission to, participation in, or receipt of the benefits under any of its programs and activities, whether carried out by Skamania directly or through a contractor or any other entity with which Skamania arranges to carry out its programs and activities. Skyline agrees to abide by such non-discrimination policies.

This statement is in accordance with the provisions of Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Uniformed Services Employment and Re-Employment Act of 1994, Fair Labor Standards Act, and Regulations of the U.S. Department of Health and Human Services issued pursuant to these statutes at Title 45 Code of Federal Regulations Parts 80, 84, and

91.

21. **Dispute Resolution** If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation through a mutually agreed upon mediator. If not settled through mediation, the dispute shall be settled by binding arbitration in accordance with Chapter 7.06 RCW and the Rules of Mandatory Arbitration for the Superior Court of the State of Washington. The Parties specifically agree that the arbitrator shall have injunctive powers and that the arbitrator's decision shall be final. The Parties hereby waive the right to request trial de novo.
22. **Notice** - Whenever notice is required by this Agreement, it shall be in writing and either by delivered personally to the other party, which shall be evidenced by a receipt from the party who receives the notice, or by email with return receipt acknowledgement, or by certified or registered mail with a returned receipt. Notice shall be delivered or mailed to the following address, unless the address is changed by notice given in accordance with this provision of the Agreement:
- Skamania County Community Health**  
Attn: Administrator  
710 SW Rock Creek Drive  
Stevenson, WA 98648
- Klickitat Co. Public Hospital District**  
**No. 2**  
Attn: Administrator  
P.O. Box 99  
White Salmon, WA 98672
23. **Warranties of Skamania** - Skamania warrants and covenants that it is lawfully seized and possessed of good title to the Premises and that Skyline upon performing the covenants and conditions herein contained, shall have quiet peaceful possession of the Premises during the Term. Skamania makes no other warranties, either expressed or implied.
24. **Relationship of Parties**. The parties hereby agree and intend that the relationship to each other is not an employment agreement, a partnership or any other form of business entity other than as landlord and tenant. As a result, Skamania shall not exercise any control or direction over the methods by which Skyline shall perform its professional work and duties during any period during the term of this Agreement. Neither Skamania nor Skyline shall be liable to the other for the employment claims of the employees of the other.
25. **No Third Party Beneficiaries** Nothing in this Agreement inures to the benefit of any other party, nor may any of its terms be enforced by any person or entity other than the parties to this Agreement. By entering into this Agreement and except as otherwise

provided herein, neither Skamania nor Skyline undertakes any duty toward third persons who are not signatories to this Agreement.

- 26. **Interruption of Services.** Skamania shall not be liable by any reason of any injury to interference with Skyline providing primary cares services in the Premises arising from the making or the delay in making of any repairs, alterations, additions, improvements or the furnishing of the Premises or to any appurtenances or equipment therein.
- 27. **Modification.** This Agreement contains the entire agreement of the parties. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.
- 28. **Invalid Provision.** The validity or enforceability of a particular provision of the Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 29. **Limitations on Authority.** The parties shall have no authority to enter into contracts binding upon the other or to create any obligations on the part of the other, without the written consent of both parties.
- 30. **Applicable Law and Binding Effect.** This Agreement shall be construed by the laws of the Washington State, and shall inure to the benefit of and be binding upon the parties hereto and their heirs, personal representatives, successors and assigns. Venue for any claim arising from this Agreement shall be in Skamania County, Washington.

IN WITNESS WHEREOF, this Agreement shall be effective on the date the last of parties here to signs their names below.

**Skamania County Community Health**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



**Klickitat County Public Hospital District No. 2**

By: *Bob Kin*

Its: CEO

Date: 8/17/20



COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	Community Health Department	Signature 
<b><u>AGENDA DATE</u></b>	BOCC, 9/22/2020	
<b><u>SUBJECT</u></b>	HCA-DBH CJTA Contract	
<b><u>ACTION REQUESTED</u></b>	Signature	

**SUMMARY/BACKGROUND**

Amends contract funding and time frame for the CJTA program for the period of 7/1/2019 – 12/31/2021.

**FISCAL IMPACT**

\$77,392

**REVENUE CONTRACT**

**RECOMMENDATION**

Sign

**LIST ATTACHMENTS**

Face Sheet  
HCA Contract

	<b>CLIENT SERVICES CONTRACT CJTA Funded Treatment and Recovery Support Services AMENDMENT</b>	HCA Contract No.: K3968 Amendment No.: 1
<b>THIS AMENDMENT TO THE CONTRACT</b> is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below.		
<b>CONTRACTOR NAME</b> Skamania County	<b>CONTRACTOR doing business as (DBA)</b>	
<b>CONTRACTOR CONTACT</b> Kirby Richards Phone: (509) 427-3850 Email: <a href="mailto:richards@co.skamania.wa.us">richards@co.skamania.wa.us</a>		

WHEREAS, HCA and Contractor previously entered into a Contract for CJTA Funded Treatment and Recovery Support Services, and;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 4.3 to: 1) extend the term; 2) update the total maximum compensation; 3) align contract and statement of work language;

NOW THEREFORE, the parties agree the Contract is amended as follows:

1. The Total Maximum Contract Amount for July 1, 2020 to June 30, 2021 is \$77,392.00.
2. The Contract is extended for the term of July 1, 2020 to June 30, 2021.
3. Section 2, Definitions, "Centers for Medicare and Medicaid Services" is deleted in its entirety.
4. Section 2, Definitions, "State Fiscal Quarter" is added as follows:  
  
"State Fiscal Quarter" means quarterly periods of January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31.
5. Section 2, Definitions, "Subrecipient" is deleted in its entirety.
6. Section 3, Special Terms and Conditions, 3.1 Performance Expectations, is amended to read as follows:
  - 3.1 Performance Expectations  
  
Expected performance under this Contract includes, but is not limited to, the following:
    - 3.1.1 Knowledge of applicable state and federal laws and regulations pertaining to subject of contract;
    - 3.1.2 Use of professional judgment;
    - 3.1.3 Collaboration with HCA staff in Contractor's conduct of the services;

- 3.1.4 Conformance with HCA directions regarding the delivery of the services;
- 3.1.5 Timely, accurate and informed communications;
- 3.1.6 Regular completion and updating of project plans, reports, documentation and communications; and
- 3.1.7 Provision of high quality services.

HCA will review and evaluate the performance of Contractor in accordance with Contract and these performance expectations and may withhold allocation of funding if expectations are not met or Contractor's performance is unsatisfactory.

7. Section 3, Special Terms and Conditions, 3.2 Term, 3.2.3 is amended to read as follows:

3.2.3 Work performed without a contract or amendment signed by the authorized representatives of both parties will be at the sole risk of the Contractor. HCA will not pay any costs incurred before the effective date of a fully executed contract or any subsequent amendment(s).

8. Section 3, Special Terms and Conditions, 3.3 Compensation, 3.3.1 is amended to read as follows:

3.3.1 The Maximum Compensation payable to Contractor for the performance of all things necessary for or incidental to the performance of work as set forth in:

3.3.1.1. Schedule A: *Statement of Work (2019-2020)* is \$41,392, and includes any allowable expenses. The Maximum Compensation includes \$41,392 CJTA funding, \$0 State Drug Court funding; and

3.3.1.2 Schedule A-1, *Statement of Work (2020-2021)* is \$77,392, and includes any allowable expenses. The Maximum Compensation includes \$41,392 CJTA funding, \$0 State Drug Court funding, and \$36,000 Supplemental CJTA per ESSB 6168.

9. Section 3, Special Terms and Conditions, 3.3 Compensation, 3.3.2 is amended to read as follows:

3.3.2 Contractor's compensation for services rendered will be paid monthly in amounts of 1/12th of the State Fiscal Year Total Maximum Compensation, in consideration of the deliverables table(s) below. Payment will be contingent upon HCA Contract Manager acceptance of the deliverables, and approval of a correct and complete Revenue and Expenditure Report from Contractor.

10. Section 3, Special Terms and Conditions, 3.3 Compensation, 3.3.2, Deliverables Table July 1, 2020 through June 30, 2021, is added as follows:

<b>Deliverables Table July 1, 2020 through June 30, 2021</b>			
<b>#</b>	<b>Deliverable</b>	<b>Due Date</b>	<b>(Quarterly) Annual Maximum Amount</b>
1	Submit an updated county Criminal Justice Treatment Account (CJTA) Plan that was approved by the local CJTA panel and signed by County Legislative Authority that indicates how the CJTA Supplemental will be utilized.	October 1, 2020	\$19,348
2	Submit quarterly progress reports	45 calendar days of end of State Fiscal Quarter	(\$4,837) \$19348
3	Submit quarterly CJTA Revenue and Expenditure Reports	45 calendar days of end of State Fiscal Quarter	(\$4,837) \$19348
4	Submit monthly and/or quarterly Programmatic Treatment Reports through Secure File Transfer (SFT) process	45 calendar days of end of State Fiscal Quarter	(\$4,837) \$19348
<b>State Fiscal Year 2021 Total Maximum Compensation</b>			<b>\$77,392</b>

11. Section 3, Special Terms and Conditions, 3.3 Compensation, 3.3.3-6 are amended to read as follows:

- 3.3.3 The Contractor is required to limit Administration costs to no more than ten percent (10%) of the Contract Maximum Compensation. Administration costs will be measured on a fiscal year basis and based on the information reporting in the Revenue and Expenditure reports and reviewed by the HCA Behavioral Health Administration.
- 3.3.4 Payment **may be** withheld if the deliverables are not met by the date indicated in the table above.
- 3.3.5 Day-to-day expenses related to performance under the Contract, including but not limited to travel, lodging, meals, and incidentals, will not be reimbursed to Contractor.
- 3.3.6 Source of Funds. The above Maximum Compensation payable under this Contract is based on the funding from the following sources:

3.3.6.1 100% is allocated under this Contract from Washington state CJTA appropriations.

3.3.6.2 Funding Stipulations:

- a) No Federal Match. The Contractor shall not use funds payable under this Contract as match toward federal funds.
- b) Supplanting. The Contractor may use these funds to supplement, not supplant, the amount of federal, state and local funds otherwise expended for services provided under this Contract.
- c) Prohibition of Use of Funds for Lobbying Activities. The Contractor must not use funds payable under this Contract for lobbying activities of any nature. The Contractor certifies that no state or federal funds payable under this Contract shall be paid to any person or organization to influence, or attempt to influence, either directly or indirectly, an officer or employee of an state or federal agency, or an officer or member of any state or federal legislative body or committee, regarding the award, amendment, modification, extension, or renewal of a state or federal contract or grant.
- d) Per RCW 71.24.580(11), the HCA is required to reclaim any unspent allocations each state fiscal year.

12. Section 3, Special Terms and Conditions, 3.4 Invoice and Payment, is renamed and amended to read as follows:

#### 3.4 Revenue and Expenditure / Payments

- 3.4.1 Contractor must submit accurate and complete Revenue and Expenditure Reports for all amounts allocated by HCA via e-mail to the HCA Contract Manager, identified in Section **Error! Reference source not found.** Contractor must include the County name in the subject line of the email and the title of the Report attachment.
- 3.4.2 Revenue and Expenditure Reports must provide a detailed breakdown of each type. All Revenue and Expenditure Reports will be reviewed and must be approved by the HCA Contract Manager or his/her designee prior to ongoing payment.
- 3.4.3 HCA will return incorrect or incomplete Revenue and Expenditure Reports to the Contractor for correction and reissue. HCA reserves the right to request any supplemental documentation related to the information contained in the Revenue and Expenditure Report, including applicable invoices between the Contractor and their subcontractor.
- 3.4.4 In order to receive allocations under this agreement, Contractor must register with the Statewide Payee Desk at <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services/receiving-payment-state>. Payment will be directly deposited in the bank account or sent to the address Contractor designated in its registration.

3.4.5 Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to HCA within sixty (60) calendar days after the Contract expiration date. HCA is under no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the Contract expiration date ("Belated Claims"). HCA will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

13. Section 3, Special Terms and Conditions, 3.5 Contractor and HCA Contract Managers, 3.5.2 is amended to read as follows:

3.5.2 HCA's Contract Manager is responsible for monitoring the Contractor's performance and will be the contact person for all communications regarding contract performance and deliverables. The HCA Contract Manager has the authority to accept or reject the services provided and must approve Contractor's Revenue and Expenditure Reports prior to subsequent payment(s).

14. Section 3, Special Terms and Conditions, 3.5 Contractor and HCA Contract Managers, 3.5.3 HCA Contract Manager Title is updated to "Criminal Justice Behavioral Health Administrator."

15. Section 3, Special Terms and Conditions, 3.7 Incorporation of Documents and Order of Precedence, is amended to read as follows:

3.7 Incorporation of Documents and Order of Precedence

Each of the documents listed below is by this reference incorporated into this Contract. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

3.7.1 Applicable Federal and State of Washington statutes and regulations;

3.7.2 Recitals;

3.7.3 Special Terms and Conditions;

3.7.4 General Terms and Conditions;

3.7.5 Schedule B: Data Use, Security, and Confidentiality;

3.7.6 Attachment 1: Confidential Information Security Requirements;

3.7.7 Schedule A: Statement of Work;

3.7.8 Attachment 2: Quarterly Progress Report Template

3.7.9 Attachment 3: Quarterly Revenue and Expenditure Report Template; and

3.7.10 Any other provision, term or material incorporated herein by reference of otherwise incorporated.

16. Section 4, General Terms and Conditions, 4.7 Confidential Information Protection, is amended to read as follows:

#### 4.7 Confidential Information Protection

4.7.1 Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. Contractor agrees to comply with the requirements of Schedule B, Data Use, Security, and Confidentiality, and Attachment 1, Confidential Information Security, attached hereto and incorporated herein.

4.7.2 The obligations set forth in this Section, and the referenced Schedule B and Attachment 1, must be included in all Subcontracts related to the work performed under this Contract.

4.7.3 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

17. Section 4, General Terms and Conditions, Subsections 4.8, Confidential Information Security, and 4.9 Confidential Information Breach – Required Notification, are deleted in their entirety. All subsequent subsections are renumbered and internal references updated accordingly.

18. Section 4, General Terms and Conditions, 4.24 Overpayments to Contractor, is amended to read as follows:

##### 4.24 Overpayments to Contractor

In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor will refund the full amount to HCA within thirty (30) calendar days of the notice. If Contractor fails to make timely refund, HCA may withhold up to 5% of the monthly amount Contractor reports on the Revenue and Expenditure Report(s) per month, until the overpaid amount is recouped in full. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 4.13 *Disputes*.

19. Section 4, General Terms and Conditions, 4.26 Publicity, 4.26.2 is amended to read as follows:

4.26.2 Contractor agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other communication media in existence or hereinafter developed without the express written consent of HCA prior to such use.

20. Section 4, General Terms and Conditions, 4.31 Rights of State and Federal Governments, is deleted in its entirety. All remaining subsections are subsequently renumbered and internal references updated accordingly.

21. Section 4, General Terms and Conditions, 4.33 Subcontracting, 4.33.1 is amended to read as follows:

4.33.1 In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to HCA for any breach in the performance of Contractor's duties.

22. Section 4, General Terms and Conditions, 4.33 Subcontracting, subsection 4.33.4 is deleted in its entirety. All remaining subsections are subsequently renumbered and internal references updated accordingly.

23. Section 4, General Terms and Conditions, 4.36 Termination, 4.36.1 Termination for Default, is amended to read as follows:

#### 4.36.1 Termination for Default

In the event HCA determines that Contractor has failed to comply with the terms and conditions of this Contract, HCA has the right to suspend or terminate this Contract. HCA will notify Contractor in writing of the need to take corrective action. If corrective action is not taken within the timeframe identified in the notification, or other time period agreed to in writing by both parties, the Contract may be terminated. HCA reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Contractor or a decision by HCA to terminate the Contract.

In the event of termination for default, Contractor will be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time.

If it is determined that Contractor: (i) was not in default, or (ii) its failure to perform was outside of its control, fault or negligence, the termination will be deemed a "Termination for Convenience."

24. Schedule A-1, Statement of Work, replaces Schedule A, and is attached hereto and incorporated herein.

25. Schedule B, Data Use, Security, and Confidentiality, is added, attached hereto and incorporated herein.

26. Attachment 2-A, Criminal Justice Treatment Account, replaces Attachment 2, and is attached hereto and incorporated herein.

27. Attachment 4, CJTA Programmatic Treatment Report, is attached as a separate Excel document and incorporated herein.

28. This Amendment will be effective July 1, 2020 ("Effective Date").

29. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.

30. All other terms and conditions of the Contract remain unchanged and in full force and effect.

The parties signing below warrant that they have read and understand this Amendment and have authority to execute the Amendment. This Amendment will be binding on HCA only upon signature by both parties.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE <i>Robert Hamlin, Chair</i>	DATE SIGNED <i>9/22/20</i>
HCA SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED



# Schedule A-1

## Statement of Work

Contractor will provide the services and staff, and otherwise do all things necessary for, or incidental to, the performance of work as set forth below.

### 1. Definitions

**"American Society of Addiction Medicine (ASAM)"** means the six dimensions to identify the intensity of treatment services that best fits the individual's needs and provides a common language of holistic, biopsychosocial assessment, and treatment across addiction treatment, physical health, and mental health services, which also addresses the spiritual issues relevant in recovery.

**"Case Management" or "Case Management Services"** means services provided by a Substance Use Disorder Professional (SUDP) or Substance Use Disorder Professional Trainee (SUDPT) licensed by the Washington Department of Health, or a person under the direct clinical supervision of a SUDP, to individuals assessed as needing treatment and admitted into treatment. Services are provided to assist clients in gaining access to needed medical, social, educational, and other services. Services include case planning, case consultation and referral, and other support services for the purpose of engaging and retaining or maintaining clients in treatment.

**"Continuity of Care"** means the provision of continuous care for chronic or acute medical and behavioral health conditions to maintain care that has started or been authorized to start as the Individual transitions between: facility to home; facility to another facility; providers or service areas; managed care contractors; and Medicaid fee-for-service and managed care arrangements. Continuity of Care occurs in a manner that prevents secondary illness, health care complications, or re-hospitalization; and promotes optimum health recovery.

**"County Match"** means that jurisdictions must match, on a dollar-for-dollar basis, state moneys allocated for therapeutic courts with local cash or in-kind resources. Moneys allocated by the state may be used to supplement, not supplant other federal, state, and local funds for therapeutic courts (RCW 2.30.040).

**"Criminal Justice Treatment Account (CJTA)"** means the account created by Washington State Legislature that may be expended solely for: substance use disorder treatment and treatment support services for individuals with a substance use disorder that, if not treated, would result in addiction, against whom charges are filed by a prosecuting attorney in Washington State (RCW 71.24.580).

**"CJTA Plan" or "Plan"** means the plan that is developed by the county human services or behavioral health services department, county prosecutor, county sheriff, county superior court, a substance use disorder treatment provider appointed by the county legislative authority, a member of the criminal defense bar appointed by the county legislative authority, and, in counties with a drug court, a representative of the drug court (RCW 71.24.580(6)). The plan shall be approved by the county legislative authority or authorities; and, submitted to the panel established in 71.24.580(5)(b) of this section, for disposition of all the funds provided from the CJTA within that county.

**"Culturally and Linguistically Appropriate Services (CLAS)"** means the national standards in health and health care intended to advance health equity, improve quality, and eliminate health disparities by establishing a blueprint for health and health care organizations.

**"Division of Behavioral Health and Recovery" or "DBHR"** means the Health Care Authority's Division of Behavioral Health and Recovery, and its employees and authorized agents.

**“Drug Court”** means a court utilizing a program structured to achieve both a reduction in criminal recidivism and an increase in the likelihood of rehabilitation through continuous and intense judicially supervised treatment and the appropriate use of services, sanctions, and incentives (RCW 2.30.020).

**“Evidence-based Practice”** or **“EBP”** means a prevention or treatment service or practice that has been validated by some form of documented research evidence and is appropriate for use with individuals with a substance use disorder that are involved in the criminal justice system. EBP also means a program or practice that has been tested where the weight of the evidence from review demonstrates sustained improvements in at least one outcome, and/or a program or practice that can be implemented with a set of procedures to allow successful replication in Washington and, when possible, is determined to be cost-beneficial.

**“Individual”** means any person in the criminal justice system who is in need of behavioral health services, regardless of income, ability to pay, insurance status or county of residence.

**“Medication Assisted Treatment (MAT)”** or **“Medications for Opioid Use Disorder (MOUD)”** both mean the use of FDA-approved opioid agonist medications (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine mono-product formulations) for the treatment of opioid use disorder and the use of opioid antagonist medication (e.g. naltrexone products including extended-release and oral formulations) to prevent relapse to opioid use.

**“Outreach”** or **“Community Outreach”** means identification of hard-to-reach Individuals with a possible SUD and engagement of these individuals in assessment and ongoing treatment services as necessary.

**“Research-based”** means a program or practice that has been tested with a single randomized, or statistically controlled evaluation, or both, demonstrating sustained desirable outcomes; or where the weight of the evidence from a systemic review supports sustained outcomes as described in this subsection but does not meet the full criteria for evidence-based (RCW 2.30.020).

**“Recovery Support Services (RSS)”** means services that are intended to promote an individual’s socialization, recovery, self-advocacy, development of natural support, and maintenance of community living skills. RSS include, but are not limited to, the following services: Supported employment services, supportive housing services, peer support services, wraparound facilitation services, and any other services that are conducive to an individual’s recovery in an Substance Use Disorder (SUD) Program (WAC 246-341-0718).

**“Substance Use Disorder (SUD)”** means a problematic pattern of using alcohol or another substance that results in the impairment in daily life or noticeable distress; and, whereby the individual continues use despite leading to clinically significant impairment or distress as categorized in the DSM-5.

**“Substance Use Disorder Professional (SUDP)”** means an individual who is certified according to RCW 18.205.020 and the certification requirements of WAC 246-811-030 to provide SUD services.

**“Substance Use Disorder Professional Trainee (SUDPT)”** means an individual working toward the education and experience requirements for certification as a chemical dependency professional, and who has been credentialed as a CDPT

**“Therapeutic Courts”** means a court utilizing a program or programs structured to achieve both a reduction in recidivism and an increase in the likelihood of rehabilitation, or to reduce child abuse and neglect, out-of-home placements of children, termination of parental rights, and substance use and mental health symptoms among parents or guardians and their children through continuous and intense judicially supervised treatment and the appropriate use of services, sanctions, and incentives (RCW 2.30.020).

**"Treatment"** means services that are critical to a participant's successful completion of his or her substance use disorder treatment program, including but not limited to the recovery support and other programmatic elements outlined in Chapter 246-341 WAC.

**"Treatment Support"** means services such as transportation to or from inpatient or outpatient treatment services when no viable alternative exists, and child care services that are necessary to ensure a participant's ability to attend outpatient treatment sessions.

**"Washington State Jail"** or **"Jail"** means any city, county, regional, or tribal jail operating in the state of Washington.

## 2. Purpose

Contractor will provide treatment and recovery support services, funded by Criminal Justice Treatment Account funds, to individuals involved in the criminal justice system in accordance with RCW 71.24.580.

## 3. CTJA Account Services Specific Eligibility and Funding Requirements

- a. In accordance with RCW 71.24.580, the Contractor will be responsible for treatment and recovery support services for criminally involved individuals.
- b. CJTA Statutory Funding Guidelines
  1. In accordance with RCW 2.30.040 counties that use CJTA and/or State Drug Court funds to support or provide services to Therapeutic Court Program participants must match, on a dollar-for-dollar basis, an equal amount of local funding through cash or in-kind resources. Moneys appropriated under this provision may be used to supplement, not supplant other federal, state, and local funds for therapeutic courts.
  2. No more than ten percent (10%) of the total CJTA funds may be used for the following support services combined:
    - i. Transportation; and
    - ii. Child Care Services.
  3. State Drug Court
    - i. In addition to state funding under the CJTA, several counties receive additional state funding specifically for Drug Courts. State Drug Court funding is provided to the following counties: Clallam, Cowlitz, King, Kitsap, Pierce, Skagit, Spokane, and Thurston. The counties that receive State Drug Court funding must ensure the provision of substance use disorder treatment and support services detailed in this Contract, and in accordance with RCW 71.24.580 ad RCW 2.30.030.
  4. Supplemental Appropriations for State Fiscal Year 2021
    - i. Engrossed Substitute Senate Bill 6168; Section 212 § 72 provided one time supplemental funding under the CJTA:

- (a) \$4,500,000 of the criminal justice treatment account—state appropriation for fiscal year 2021 is provided solely for the authority to provide funding for the setting up of new therapeutic courts for cities or counties or for the expansion of services being provided to an already existing therapeutic court that engages in evidence-based practices, to include medication assisted treatment in jail settings pursuant to RCW 71.24.580. Funding provided under this subsection shall not supplant existing funds utilized for this purpose.
  - ii. Per RCW 71.24.580(5)(a), the HCA will distribute this funding through this agreement, with the understanding that the Contractor will confer with the local CJTA Panels for purpose of developing an amendment to the county or region's strategic plans for the utilization of funding through the CJTA. This will allow the Contractor, in concert with the local CJTA Panel, to collectively determine how to best use the supplemental funding in the context of the proviso.
  - iii. Cities or counties interested in developing new therapeutic courts will be referred to the County CJTA Panel.
  - iv. Contractor will work with the local CJTA Panel to update their CJTA Plan, referenced in Schedule A, Statement of Work, Section 6, below, to account for how the supplemental appropriation will be utilized at their county and/or regional level.
- 5. At a minimum, thirty percent (30%) of all CJTA funds, including State Drug Court and State Fiscal Year 2021 supplemental funding, is to be dedicated to special projects that meet any or all of the following conditions:
  - i. An acknowledged best practice (or treatment strategy) that can be documented in published research;
  - ii. An approach utilizing either traditional or best practice approaches to treat significant underserved population(s) and populations who are disproportionately affected by the criminal justice system;
  - iii. A regional project conducted in partnership with at least one other entity serving the service area; and/or
  - iv. CJTA Special Projects. A special project would HCA retains the right to request progress reports on CJTA special projects.

**4. CJTA Funding – Allowable Services**

- a. Brief Intervention (any level, assessment not required);
- b. Acute Withdrawal Management (ASAM Level 3.7WM);
- c. Sub-Acute Withdrawal Management (ASAM Level 3.2WM);
- d. Outpatient Treatment (ASAM Level 1);
- e. Intensive Outpatient Treatment (ASAM Level 2.1);

- f. Opioid Treatment Program (ASAM Level 1);
- g. Case Management (ASAM Level 1.2);
- h. Intensive Inpatient Residential Treatment (ASAM Level 3.5);
- i. Long-term Care Residential Treatment (ASAM Level 3.3);
- j. Recovery House Residential Treatment (ASAM Level 3.1);
- k. Assessment (to include Assessments done while in jail);
- l. Interim Services;
- m. Community Outreach;
- n. Involuntary Commitment Investigations and Treatment;
- o. Room and Board (Residential Treatment Only);
- p. Transportation;
- q. Childcare Services;
- r. Urinalysis;
- s. Recovery Support Services that may include:
  - 1. Employment services and job training;
  - 2. Relapse prevention;
  - 3. Family/marriage education;
  - 4. Peer-to-peer services, mentoring and coaching;
  - 5. Self-help and spiritual, religious support groups;
  - 6. Housing support services (rent and/or deposits);
  - 7. Life skills;
  - 8. Education Training (e.g. GED Assistance); and
  - 9. Parent education and child development.
- t. Substance Use Disorder treatment in the Jail:
  - 1. CJTA funds may not supplant any currently funded programs that previously existed in a Jail environment.

2. The Contractor may not use more than 30% of their allocation for treatment in the Jail unless they receive written authorization from the HCA Contract Manager or justification for doing so is detailed in the CJTA Plan discussed in Schedule A, Statement of Work, Section 6, below.
3. If CJTA funds are utilized for these purposes, the Contractor must attempt to provide treatment with the following stipulations:
  - i. Identify and provide transition services to persons with substance use disorder, who meet the CJTA requirements as defined in RCW 71.24.580, to expedite and facilitate their return to the community;
  - ii. Continue treatment services with individuals who were engaged in community-based treatment prior to their incarceration, with the intent to complete the outpatient treatment episode; and
  - iii. Initiate outpatient treatment services with individuals who will be released and transitioned into community-based treatment.
4. The following treatment modalities may be provided through CJTA funding:
  - i. Engaging individuals in SUD treatment;
  - ii. Screening, assessing, and inducting individuals on MOUD;
  - iii. Referral to SUD services;
  - iv. Providing continuity of care; and
  - v. Planning for an individual's transition from Jail.

5. **MAT in Therapeutic Courts**

Per RCW 71.24.580, "If a region or county uses criminal justice treatment account funds to support a therapeutic court, the therapeutic court must allow the use of all medications approved by the federal food and drug administration for the treatment of opioid use disorder as deemed medically appropriate for a participant by a medical professional. If appropriate medication-assisted treatment resources are not available or accessible within the jurisdiction, the health care authority's designee for assistance must assist the court with acquiring the resource."

- a. The Contractor, under the provisions of this Contract, will abide by the following guidelines related to CJTA and Therapeutic Courts:
  1. The Contractor will only subcontract with Therapeutic Courts that have policy and procedures allowing Participants at any point in their course of treatment to seek FDA-approved medication for any substance use disorder and ensuring the agency will provide or facilitate the induction of any prescribed FDA approved medications for any substance use disorder.
  2. The Contractor will only subcontract with Therapeutic Court programs that work with licensed SUD behavioral health treatment agencies that have policy and procedures in place ensuring they will not

deny services to Enrollees who are prescribed any of the Federal Drug Administration (FDA) approved medications to treat all substance use disorders.

3. The Contractor may not subcontract with a Therapeutic Court program that is known to have policies and procedures in place that mandate titration of any prescribed FDA approved medications to treat any substance use disorder, as a condition of participants being admitted into the program, continuing in the program, or graduating from the program, with the understanding that decisions concerning medication adjustment are made solely between the participant and their prescribing provider.
4. The Contractor must notify the HCA if it discovers that a CJTA funded Therapeutic program is practicing any of the following:
  - i. Requiring discontinuation, titration, or alteration of their medication regimen as a precluding factor in admittance into a Therapeutic Court program;
  - ii. Requiring participants already in the program discontinue MOUD in order to be in compliance with program requirements;
  - iii. Requiring discontinuation, titration, or alteration of their MOUD medication regimen as a necessary component of meeting program requirements for graduation from a Therapeutic Court program.
5. All decisions regarding an individual's amenability and appropriateness for MOUD will be made by the individual in concert with a medical professional.

## 6. **CJTA Plan**

- a. The Contractor must coordinate with the local CJTA panel for the county or region in order to facilitate the planning process with community and governmental partners described in RCW 71.24.580(6). County level funding priorities are established by the local CJTA Panel. The plans should detail the coordination within the county, leverage the needed services for the community, and reach the intended population for the CJTA fund. Any CJTA funded efforts must be included in the CJTA Plan, including the following specific elements:
  1. Describe in detail how substance use disorder treatment and support services will be delivered within the region;
  2. Per section 3.b.1 of this Statement of Work, address the CJTA Account Match Requirement if funds provide treatment or recovery support services for therapeutic court participants;
  3. Include details on special projects such as best practices/treatment strategies, significant underserved population(s), or regional endeavors, including the following:
    - i. Describe the project and how it will be consistent with the strategic plan;
    - ii. Describe how the project will enhance treatment services for individuals in the criminal justice system;

- iii. Indicate the number of individuals who will be served using innovative funds;
  - iv. If applicable, indicate plans for inclusion of MOUD within the county's Therapeutic Court programs; and
  - v. Address the Fiscal and programmatic Data Reporting requirements found in Section 7 of this Statement of Work.
4. The final plan must be approved by the county's legislative authority.
  5. Completed and legislatively approved plans must be submitted to the HCA for Review and Approval. Plan will be forwarded to the State CJTA Panel once approved by the HCA. The Contractor must implement the plan as it is written and notify the HCA if any changes are made.
  6. CJTA Plans are due by October 15, 2019 and are updated every two years, unless special circumstances dictate and approved by HCA, to coincide with the state fiscal biennium. Contractor may request an extension of up to 30 calendar days on the CJTA Plan due date, and HCA may approve the extension in its sole discretion.

## 7. Data Reporting Requirements

- a. The Contractor shall ensure that staffing is sufficient to support CJTA-related data analytics and related data systems to oversee all data interfaces and support the specific reporting requirements under Contract.
- b. The Contractor shall ensure that all Subcontractors required to report programmatic data have the capacity to submit all HCA required data to enable the Contractor to meet the requirements under the Contract.
- c. There are three quarterly reports that the Contractor will be responsible for submitting: The Quarterly Progress Report (QPR), the Revenue and Expenditure Report (R&E), and the Programmatic Treatment Report (PTR).
  1. The Contractor will be responsible for submitting the QPR. The HCA will provide the Contractor with a template form that will report on the following program elements:
    - i. Number of individuals served under CJTA funding for that time period;
    - ii. Barriers to providing services to the Criminal Justice Population;
    - iii. Strategies to overcome the identified barriers;
    - iv. Training and Technical assistance needs;
    - v. Success stories or narratives from individuals receiving CJTA services; and
    - vi. If a Therapeutic Court receives CJTA funded services, the number of admissions of individuals into the program who were either already on MOUD, referred to MOUD, or were provided information regarding MOUD.

2. The Contractor will be responsible for submitting the R&E on a quarterly basis. The HCA will provide the Contractor with a template form that captures the fiscal expenditures for that quarter. The Contractor:
  - i. Will use the Excel spreadsheet provided by the HCA;
  - ii. Will report the amount of CJTA expenditures in their Contractor for each state fiscal quarter (State Fiscal quarters end on March 31, June 30, September 30, and December 31);
  - iii. Complete the document in its entirety; and
  - iv. Submit the internally reviewed and complete R&E report within 45 days of the end of each State Fiscal Quarter.
  
3. The Contractor is responsible for submitting the PTR each quarter through a Secure File Transfer (SFT). The HCA will provide the Contractor with an excel workbook template that will capture a variety of demographic and programmatic data that supports the services being provided by the state appropriations. In addition, this process will include the following:
  - i. The Contractor will ensure that their subcontractor has the bandwidth to complete all data elements requested in the PTR.
  - ii. The Contractor may allow the subcontractor to do all data entry but the PTR must be submitted into the Behavioral Health Data System (BHDS) by the Contractor through the established Secure File Transfer procedure within 45 days of the end of each State Fiscal Quarter. The Contractor may request an extension of this requirement during the first Contract term. Files submitted must conform to the following naming convention: <County Name>\_<Contractor Name>\_<Date of Upload>.
  - iii. The Contractor will review for completeness and accuracy each PTR that they receive from the subcontractor.
  - iv. The Contractor will work with their subcontractors to ensure that any applicable Release of Information (ROI) forms are updated to account for the sharing of Personal Health Information (PHI) with the HCA.

# Schedule B

## DATA USE, SECURITY, AND CONFIDENTIALITY

### 1. Definitions

In addition to the definitions set out in Section 2, Definitions, of the Contract, and Schedule A, Statement of Work, Section 1, the definitions below apply to this Exhibit:

**“Authorized User”** means an individual or individuals with an authorized business need to access HCA’s Confidential Information under this Contract.

**“Client”** means an individual who is eligible for or receiving Medicaid services.

**“Data”** means the information that is disclosed or exchanged as described by this Contract. For purposes of this Contract, Data means the same as “Confidential Information.”

**“Disclosure”** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

**“Personal Information”** means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use, or receipt of governmental services or other activities, address, telephone numbers, social security numbers, driver’s license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

**“ProviderOne”** means the Medicaid Management Information System (MMIS), which is the State’s Medicaid payment system managed by HCA.

**“Regulation”** means any federal, state, or local regulation, rule, or ordinance.

**“Use”** includes the sharing, employment, application, utilization, examination, or analysis of Data.

### 2. Description of Data

- 2.1. Contractor, and/or Subcontractors will collect the Data necessary for the CJTA Programmatic Treatment Report, Attachment 4, attached hereto and incorporated herein . The Data will be submitted directly into the Behavioral Health Data System (BHDS).

### 3. Data Classification

The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. (See Section 4, Data Security, of Securing IT Assets Standards No. 141.10 in the State Technology Manual at <https://ocio.wa.gov/policy/securing-information-technology-assets>. Section 4 is hereby incorporated by reference.)

The Data that is the subject of this Contract may be in any of the Categories indicated below:

Category 1 – Public Information

Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

Category 2 – Sensitive Information

Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

Category 3 – Confidential Information

Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to:

- Personal Information about individuals, regardless of how that information is obtained;
- Information concerning employee personnel records;
- Information regarding IT infrastructure and security of computer and telecommunications systems;

Category 4 – Confidential Information Requiring Special Handling.

Category 4 Data is information that is specifically protected from disclosure and for which:

- Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements;
- Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

4. Constraints on Use of Data

4.1. The Data being shared/accessed is owned and belongs to HCA.

4.2. This Contract does not constitute a release of the Data for the Contractor's discretionary use. Contractor must use the Data received or accessed under this Contract only to carry out the purpose of this Contract. Any analyses, use, or reporting that is not within the Purpose of this Contract is not permitted without HCA's prior written consent.

4.3. Data collected and shared under this Contract includes data protected by 42 C.F.R. Part 2. In accordance with 42 C.F.R. § 2.32, this Data has been disclosed from records protected by federal confidentiality rules (42 C.F.R. Part 2). The federal rules prohibit Receiving Party from making any further disclosure of the Data that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 C.F.R. Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (42 C.F.R. § 2.31). The federal rules restrict any use of the SUD Data to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at 42 C.F.R. § 2.12(c)(5) and § 2.65.

4.4. Any disclosure of Data contrary to this Contract is unauthorized and is subject to penalties identified in law.

5. Security of Data

5.1. Data Protection

The Contractor must protect and maintain all Confidential Information gained by reason of this Contract, information that is defined as confidential under state or federal law or regulation, or Data that HCA has identified as confidential, against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:

- i. Allowing access only to staff that have an authorized business requirement to view the Confidential Information; and
- ii. Physically securing any computer, documents, or other media containing the Confidential Information.

## 5.2. Data Security Standards

Contractor must comply with the Data Security Requirements set out in Attachment 1, *Confidential Information Security Requirements*, and the Washington OCIO Security Standard, 141.10, which will include any successor, amended, or replacement regulation (<https://ocio.wa.gov/policy/securing-information-technology-assets>.) The Security Standard 141.10 is hereby incorporated by reference into this Contract.

## 5.3. Data Disposition

For the purposes of this section “fiscal year” is from July 1 to June 30.

Upon request by HCA, at the end of the Contract term, when no longer needed, or 6 years after the end of the fiscal year in which the Data is received, Confidential Information/Data must be returned to HCA or disposed of as set out in Attachment 1, *Confidential Information Security Requirements*, except as required to be maintained for compliance or accounting purposes.

## 6. Data Confidentiality and Non-Disclosure

### 6.1. Data Confidentiality

The Contractor will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with the purpose of this Contract, except:

- as provided by law; or
- with the prior written consent of the person or personal representative of the person who is the subject of the Confidential Information.

### 6.2. Non-Disclosure of Data

The Contractor must ensure that all employees or Subcontractors who will have access to the Data described in this Contract (including both employees who will use the Data and IT support staff) are instructed and made aware of the use restrictions and protection requirements of this Contract before gaining access to the Data identified herein. The Contractor will also instruct and make any new employee aware of the use restrictions and protection requirements of this Contract before they gain access to the Data.

The Contractor will ensure that each employee or Subcontractor who will access the Data signs the *User Agreement on Non-Disclosure of Confidential Information*, Exhibit B hereto. The Contractor will retain the signed copy of the *User Agreement on Non-Disclosure of Confidential Information* in each employee's personnel file for a minimum of six years from the date the employee's access to the Data ends. The documentation must be available to HCA upon request.

### 6.3. Penalties for Unauthorized Disclosure of Data

State laws (including RCW 74.04.060 and RCW 70.02.020) and federal regulations (including HIPAA Privacy and Security Rules, 45 CFR Part 160 and Part 164; Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2; and Safeguarding Information on Applicants and Beneficiaries, 42 CFR Part 431, Subpart F) prohibit unauthorized access, use, or disclosure of Confidential Information. The Contractor must comply with all applicable federal laws and regulations concerning collection, use, and disclosure of Personal Information and PHI. Violation of these laws may result in criminal or civil penalties or fines.

The Contractor accepts full responsibility and liability for any noncompliance by itself, its employees, and its Subcontractors with these laws and any violations of the Contract.

## 7. Data Shared with Subcontractors

If Data access is to be provided to a Subcontractor under this Contract, the Contractor must include all of the Data security terms, conditions and requirements set forth in this Contract in any such Subcontract. However, no subcontract will terminate the Contractor's legal responsibility to HCA for any work performed under this Contract nor for oversight of any functions and/or responsibilities it delegates to any subcontractor

## 8. Data Breach Notification

- 8.1. The Breach or potential compromise of Data must be reported to the HCA Privacy Officer at [PrivacyOfficer@hca.wa.gov](mailto:PrivacyOfficer@hca.wa.gov) within 2 business days of discovery. If the Contractor does not have full details, it will report what information it has, and provide full details within 15 business days of discovery. To the extent possible, these reports must include the following:
  - 8.1.1. The identification of each individual whose PHI has been or may have been improperly accessed, acquired, used, or disclosed;
  - 8.1.2. The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;
  - 8.1.3. A description of the types of PHI involved;
  - 8.1.4. The investigative and remedial actions the Contractor or its Subcontractor took or will take to prevent and mitigate harmful effects, and protect against recurrence;
  - 8.1.5. Any details necessary for a determination of the potential harm to individuals whose PHI is believed to have been used or disclosed and the steps those individuals should take to protect themselves; and
  - 8.1.6. Any other information HCA reasonably requests.

- 8.2. The Contractor must take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or HCA including but not limited to 45 C.F.R. Part 164, Subpart D; RCW 42.56.590; RCW 19.255.010; or WAC 284-04-625.
- 8.3. If notification of the Breach or possible Breach must, in the judgement of HCA, be made under the HIPAA Breach Notification Rule, or RCW 42.56.590 or RCW 19.255.010, or other law or rule, then:
  - 8.3.1. HCA may choose to make any required notifications to the individuals, to the U.S. Department of Health and Human Services (DHHS) Secretary, and to the media, or direct Contractor to make them or any of them.
  - 8.3.2. In any case, Contractor will pay the reasonable costs of notification to individuals, media, and governmental agencies and of other actions HCA reasonably considers appropriate to protect HCA clients, such as paying for regular credit watches in some cases.
  - 8.3.3. Contractor will compensate HCA clients for harms caused to them by any Breach or possible Breach.
- 8.4. Any breach of this clause may result in termination of the Contractor and the demand for return or disposition, as described in Section 5.3, of all Confidential Information.
- 8.5. Contractor's obligations regarding Breach notification survive the termination of this Contract and continue for as long as Contractor maintains the Confidential Information and for any Breach or possible Breach at any time.

## 9. Inspection

HCA reserves the right to monitor, audit, or investigate compliance with this Contract in regards to the Personal Information and PHI of Enrollees collected, used, or acquired by Contractor during the term of this Contract and for six (6) years following termination or expiration of this Contract. HCA will have access to Contractor's records and place of business for this purpose. All HCA representatives conducting onsite audits of Contractor agree to keep confidential any patient-identifiable information which may be reviewed during the course of any site visit or audit.

## 10. Indemnification for Unauthorized Use or Release

The Contractor must indemnify and hold HCA and its employees harmless from any damages related to the Contractor's or Subcontractor's unauthorized use or release of Personal Information or PHI of Enrollees.

# CRIMINAL JUSTICE TREATMENT ACCOUNT

## QUARTERLY PROGRESS REPORT

Please respond to each question and submit as a separate attachment with your quarterly R&E Report to: [tony.walton@hca.wa.gov](mailto:tony.walton@hca.wa.gov)

Report Quarter

July 2019 to September 2019  October 2019 to December 2019

January 2020 to March 2020  April 2020 to June 2020

**Name of County completing Report:** [Click or tap here to enter text.](#)

Please enter your status for each item, if item is incomplete please list your plan of correction (POC) including actions to be taken and target date for completion.

1. Contractor entered all encounters and supplemental transactions funded by CJTA into the "CJTA Provider Entry Workbook"?  
 Yes  No  
If no, please enter POC.

2. County submitted the CJTA Programmatic Treatment Report through the Secure File Transfer?  
 Yes  No  
If no, please enter POC.

3. County submitted the Quarterly Revenue and Expenditure Report?  
 Yes  No  
If no, please enter POC.

4. County has made attempts to expand access to Recovery Support Services for the intended population?  
 Yes  No  
If no, please enter POC.

5. CJTA funding provides services for individual in a Therapeutic Court Program?  
 Yes  No  
If Yes, please indicate the number of individuals who were admitted into the program during this quarter who are receiving medication assisted treatment or medications for opioid use disorder:

If Yes, please indicate what medications the individuals admitted into the program during this quarter are receiving (e.g. Buprenorphine, Methadone, Naltexone):

6. Is there any indication that the Therapeutic Court programs benefitting from CJTA are denying access to, or requiring titration from, any medications for opioid use disorder?  
 Yes  No  
Please enter any additional comments here:

Attachment 2-A: Quarterly Progress Report Template

7. CJTA funding used in the local, county, city, or tribal Jail?

Yes No

If Yes, please indicate any barriers to providing treatment services and transitioning individuals into the community:

8. List any other significant accomplishments.

9. List any training or technical assistance needs.

10. Summarize any barrier(s) encountered and plans to overcome the barrier(s) with timeline.

11. Please include any other comments you would like to convey to the HCA Contract Manager:

Completed By:

Date:



**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Community Health Department	Signature 
<b><u>AGENDA DATE</u></b>	BOCC, 9/22/2020	
<b><u>SUBJECT</u></b>	SWACH-Pathways Agreement	
<b><u>ACTION REQUESTED</u></b>	BOCC Signature	

**SUMMARY/BACKGROUND**

Enter in to an Agreement with SWACH to perform services within the Pathways model.

**FISCAL IMPACT**

TBD Fee for Services Revenue Contract

**RECOMMENDATION**

Sign Agreement at the next BOCC meeting.

**LIST ATTACHMENTS**

- Face Sheet
- Agreement
- Exhibit "A"
- Exhibit "B"
- Exhibit "C"
- Exhibit "D"



## PATHWAYS HEALTHCONNECT PROGRAM AGREEMENT

THIS PATHWAYS HEALTHCONNECT PROGRAM AGREEMENT (this "Agreement"), effective as of July 1, 2020 (the "Effective Date"), is entered into by and between Southwest Washington Regional Health Alliance, a Washington nonprofit corporation, doing business as Southwest Washington Accountable Community of Health ("SWACH") and Skamania County Community Health ("SCCH"), a Washington Government County Agency ("Partner"). SWACH and Partner are individually referred to as a "Party" and together referred to as the "Parties."

### RECITALS

A. SWACH is a Washington nonprofit corporation. SWACH is one of nine Accountable Communities of Health ("ACHs") leading Washington State's Medicaid Transformation Demonstration Project. These ACHs are collaborating with various partners to test innovative approaches to transform the delivery of healthcare.

B. SWACH is collaborating with various care coordination agencies to connect community members with the local services and support they need to be healthy using the Pathways HealthConnect model and the HealthConnect HUB platform (the "Community Hub"). Such collaboration is referred to as the "Program."

C. Partner is a care coordination agency that desires to collaborate with SWACH on the Program.

D. The purpose of this Agreement is to set forth each Party's role and responsibilities with respect to the Program and funding for Partner.

### AGREEMENT

The Parties hereto agree as follows:

1. The Program. Partner must perform the duties and deliver the deliverables set forth in Exhibit A (the "Program Expectations").

2. Period of Performance. The period of performance of this Agreement will commence on the Effective Date and continue until *December 31<sup>st</sup>, 2022*, unless terminated sooner or extended in accordance with the terms of this Agreement.

3. Funds. Subject to the terms of this Agreement, SWACH hereby commits to pay Partner in accordance with the Outcome Based Payments (OBP's) for which they have invoiced and contingent on:

(a) Partner maintaining status of "good standing" (*Exhibit A: Pathways HealthConnect Core Responsibilities and Quality Metrics*).

(b) Partner employees being funded through another SWACH contract which, in part or full, supports Pathways HealthConnect are not eligible for OBPs. (*Exhibit B: Payment Schedule Phase 2*).



During the term of this Agreement, the Funds are payable in accordance with Section 4.

4. Payment of Funds.

(a) Portal. Partner will receive payment of Funds via the Washington Financial Executor Portal (the "Portal").

(b) Payments. Subject Partner's compliance with this Agreement, Partner will receive payments of Funds in accordance with the payment schedule (*Exhibit B: Payment Schedule Phase Two*) and the Portal payment distribution calendar.

(c) Final Payment. Upon termination or expiration of this Agreement, the final payment of Funds will be made no later than 30 days after the date of termination or expiration of this Agreement, provided Partner must provide SWACH with a final invoice.

(d) Payment Contingent. Payment of Funds to Partner is contingent on Partner complying with the terms of this Agreement and the Program Expectations, including complete and timely submission of any reports to SWACH to meet its reporting requirements to the State of Washington Health Care Authority. Partner acknowledges in accordance with this Section that it may not receive all or a portion of Funds, and that any such Funds received may not cover all the costs or expenses related to Program Expectations or Partner's participation in the Program.

5. Allowable Costs. Partner shall use Funds solely in connection with this Agreement and the Program and in accordance with the Payment Schedule and in accordance with the Expenditure Guidelines attached as Exhibit C. SWACH reserves the right to review any and all transaction expenses with regard to the Program and the use of Funds. Partner must maintain complete financial records relating to this Agreement, the Program, and the use of Funds. The Funds may not be used for Non-Allowable Costs as identified in Exhibit C. If Non-Allowable Costs are identified during the performance of this Agreement or within 90 days after the Completion Date, SWACH reserves the right to offset any future payment of Funds.

6. Contract Management. Each Party will designate a point of contact who will be responsible for all communications regarding this Agreement and the Program. The initial point of contact for each Party will be:

SWACH point of contact: Eric McNair Scott

Partner point of contact  
(the "Partner Supervisor"): Kirby Richards

Each Party, via its point of contact, will be reasonably available for both in-person and remote communication with the other Party.

7. Responsibilities of Partner.

(a) Partner must register in the Portal.



(b) Partner will submit all deliverables as set forth in the Program Expectations. If a milestone or deliverable will not be submitted or completed as required, Partner must notify SWACH as part of continuous quality improvement expectations as outlined in the Program Expectations.

(c) In the event Partner desires to change its legal status, organizational structure or fiscal reporting, Partner will provide SWACH with 30 days' prior written notice.

(d) Partner must, in a timely manner, submit all reports required by and in accordance with the Program Expectations and provide SWACH with all additional information and documentation requested by SWACH.

(e) Partner must participate in the virtual SWACH Learning Community, including without limitation sharing experiences responsive to other Program partner's questions or concerns.

(f) Partner must comply with all terms of that certain Software License Agreement, dated October 18, 2018, by and between SWACH and Care Coordination Systems LLC, and all service level agreements.

(g) All expenses incurred by Partner during the performance of this Agreement or the Program are the responsibility of Partner.

8. Responsibilities of SWACH.

(a) SWACH will be responsible for distributing payments through the Portal.

(b) SWACH will review all information submitted by Partner in a timely manner.

(c) SWACH will provide technical and other reasonably requested assistance that supports Partner in achieving the results described in the Program Expectations.

(d) SWACH will, as it deems appropriate, facilitate learning collaboratives among partners, including Partner, receiving funding from SWACH in connection with the Medicaid Transformation Demonstration Project.

(e) SWACH will provide Partner with licenses to access the Community Hub.

(f) All expenses incurred by SWACH during the performance of this Agreement are the responsibility of SWACH.

9. Records. Partner will maintain complete and accurate books, records, documents and other evidence related to this Agreement, the Program, and the Funds ("Records"). Partner will retain all Records for a period of not less than six years following receipt of its final payment of Funds or as otherwise required by applicable law and regulations. Such Records must be sufficient to support confirmation that all information submitted by Partner to SWACH for all reports required under this Agreement or by SWACH are true, complete, and accurate. Partner authorizes SWACH or its representatives or agents and state and federal officials to review,



inspect, or audit Records upon written request during the term of this Agreement and for six years after Partner's receipt of its final payment of Funds.

10. Representations and Warranties.

(a) Partner represents that Partner is familiar with, shall be governed by and shall comply with all federal, state and local statutes, laws, ordinances and regulations including amendments and changes as they occur. Partner certifies that Partner and any and all personnel employed or engaged by Partner (i) are presently authorized to do business in Washington state and have the authority and possess all licenses to enter into this Agreement; (ii) are not presently suspended, ineligible or disbarred wherein they would be unable to assist or perform under this Agreement; (iii) are not under investigation, have not been charged or convicted of fraud or a criminal offense in connection with obtaining, and attempting to obtain, or performing a public transaction or contract under a public transaction; (iv) have never been accused or convicted of any crime of dishonesty, moral turpitude or violence; (v) are not in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (vi) are not presently indicted or otherwise criminally or civilly charged by a government entity with the commission of any offenses enumerated above; and (vii) have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

(b) Each Party represents and warrants that it has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein and to perform its obligations in accordance with the terms of this Agreement.

11. Insurance. Partner must maintain at Partner's sole expense, insurance coverage of such amounts and types usually maintained by entities such as the Parties, including but not limited to comprehensive general liability insurance, workers compensation, and errors and omissions coverage. Membership in the Washington Counties Risk Pool will satisfy Partner's Insurance obligations.

12. Indemnity. SWACH and Partner shall each be responsible for its own acts and omissions, and the acts and omissions of their employees. Each Party shall defend, protect and hold harmless the other Party from and against all liability, loss, claims, settlements, judgments, costs, and expenses, including attorney's fees, arising from third party claims arising out of breaches of this Agreement by the first Party or any willful misconduct, or dishonest, fraudulent, reckless, unlawful, or negligent act or omission of the first Party while performing under the terms of this Agreement except to the extent that such losses result from the willful misconduct, or dishonest, fraudulent, reckless, unlawful or negligent act or omission on the part of the second Party. Each Party agrees to notify promptly the other Party, in writing, of any claim and provide the other Party the opportunity to defend and settle the claim.

13. Data Sharing and Privacy.

(a) Compliance. Partner will use, disclose, record, maintain, and transmit all data (including without limitation personal identifying information and individual patient identified confidential health or medical information) generated, obtained, or otherwise received by Partner



in connection with the Program in compliance with all applicable laws and regulations, including without limitation the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated thereunder and the Health Information Technology for Economic and Clinical Health Act of 2009 and regulations promulgated thereunder.

(b) HIPAA Business Associate Agreements. Simultaneously with the execution of this Agreement, SWACH and Partner must enter into a HIPAA business associate agreement in the form provided by SWACH. In addition, Partner must enter into a HIPAA business associate agreement with any entity with which it will share personal health data.

(c) Authorizations. Partner must ensure that its HIPAA consent forms are up to date and authorize the sharing of individually identifiable health information with SWACH, through the Community Hub, and otherwise in connection with the Program.

14. Data Security Laws. Partner represents and warrants that it is in compliance with, and will remain in compliance with, all domestic data privacy and data security laws, rules, and regulations related to the protection of Personal Information (collectively, "Data Security Laws"), including without limitation that it has in place appropriate administrative, technical, and physical safeguards to comply with such laws, rules, and regulations. Partner further represents and warrants that it has policies and agreements that comply with applicable Data Security Laws, and that these policies and agreements are such that any information, including Personal Information, obtained by, provided to or accessed by Partner, will not cause SWACH or Partner to violate any applicable Data Security Laws. "Personal Information" means any information related to any identified or identifiable natural or legal person as well as any other additional information deemed personal data under applicable personal data protection laws.

15. Confidentiality.

(a) "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that a Disclosing Party (as defined in Section 15(b)) considers confidential or proprietary. "Confidential Information" does not include information that the Receiving Party (as defined in Section 15(b)) can demonstrate by written or other documentary records: (i) was already known to the Receiving Party without restriction on use or disclosure prior to its receipt of or access to such information in connection with this Agreement; (ii) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party or any of its Representatives (as defined in Section 15(b)); (iii) was or is received by the Receiving Party from a third party who was not or is not, at the time of such receipt, under any obligation to the Disclosing Party to maintain the confidentiality of such information; or (iv) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information.

(b) In connection with this Agreement, each Party (for purposes of this Section 15, the "Disclosing Party") may disclose or make available Confidential Information to the other Party (for purposes of this Section 15, the "Receiving Party"). As a condition to being provided with any disclosure of or access to the Disclosing Party's Confidential Information, the Receiving Party will: (i) not use the Disclosing Party's Confidential Information other than as necessary to exercise its rights or perform its obligations under this Agreement; (ii) not disclose the Disclosing Party's Confidential Information except to its directors, officers, employees,



consultants, or legal advisors (“Representatives”) who: (i) have a need to know for the purposes of the Receiving Party’s exercise of its rights or performance of its obligations under this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party’s obligations under this Section 15; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 15. The Receiving Party is responsible for ensuring its employees’, consultants’, and legal advisers’ compliance with, and shall be liable for any breach by such individuals of, this Section 15.

(c) At the Disclosing Party’s request, the Receiving Party shall return or destroy, as requested, the physical materials containing or relating to the Disclosing Party’s Confidential Information, without retaining any copies. In the event of default under this Agreement by the Receiving Party, the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies, including (without limitation) damages.

(d) Nothing in this agreement shall preclude Partner from disclosing records required to be disclosed under the Washington Public Records Act. Partner will notify SWACH prior to the release of any records in the event that Partner believes that the public records act requires the disclosure of confidential records under this agreement.

16. Nondiscrimination. Both Parties must strictly comply with applicable federal, state and local civil rights laws and shall not discriminate on the basis of race, color, national origin, age, disability or sex, or other protected status.

17. Termination.

(a) Unless earlier terminated or extended, this Agreement will terminate on December 31, 2022.

(b) Either Party may terminate this Agreement for any or no reason by providing the other Party with 30 days’ prior written notice.

(c) Each Party may terminate this Agreement for cause with immediate effect if the other Party does not fulfill an obligation under this Agreement or if the other Party violates any term or condition of this Agreement and such failure or violation is not cured, if curable, within 30 days after delivery of written notice of such failure or violation.

(d) SWACH may terminate this Agreement upon 24 hours written notice to Partner if any license, certification, or governmental approval of material relevance to its performance under this Agreement is suspended, terminated, revoked, or surrendered.

(e) SWACH may terminate this Agreement with immediate effect in accordance with Section 20.

(f) In the event SWACH’s funding from the Washington Health Care Authority is canceled or modified or if SWACH’s authority to perform its duties is withdrawn, reduced, or limited in any way, SWACH may terminate this Agreement with immediate effect by providing written notice to Partner. No penalty will accrue to SWACH as a result of termination of this Agreement pursuant to this Section.



(g) A Party may terminate this Agreement with immediate effect if, the other Party (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

18. Effect of Termination.

(a) Partner understands that the Funds are based upon the complete performance of this Agreement by Partner. Partner understands and agrees that the damages suffered by SWACH are difficult if not impossible to estimate on the Effective Date of this Agreement. In the event of Partner's breach or abandonment of this Agreement, SWACH, without waiving any other remedies available to it, may retain any monies otherwise due to Partner under this Agreement.

(b) Upon expiration or earlier termination of this Agreement, the Parties will be relieved of their respective further obligations under this Agreement except the rights and obligations under Sections 9, 13, 14, and 15, will survive termination.

19. Force Majeure. Any delay or failure of performance by either Party shall not constitute a default if such delay or failure was unforeseeable and beyond the control of a Party, including Acts of God or the public enemy, fire or other casualty for which a Party is not responsible, quarantine or epidemic, severe weather conditions, commercial impracticability, and loss of Funds (collectively, "Force Majeure"). Conditioned upon Partner having no contributory fault, Partner shall be entitled to an adjustment in milestone performance date(s), the Completion Date directly attributable to any act of Force Majeure upon reasonable request, however shall not be entitled to an adjustment to any payment resulting from an act of Force Majeure.

20. Debarment. By signing this Agreement, Partner certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington state or federal department or agency from participating in transactions (debarred). Partner agrees to include the above requirement in any and all subcontracts into which it enters, and also agrees that it will not employ debarred individuals. Partner must immediately notify SWACH if, during the term of this Agreement, Partner becomes debarred. SWACH may immediately terminate this Agreement by providing Partner written notice, if Partner becomes debarred during the term hereof.

21. Entire Agreement. This Agreement is the entire agreement as between the Parties with respect to the Funds and the Program. No provision may be waived, modified, or amended except by writing signed by both Parties. All exhibits, recitals, references to extrinsic documents, occurrences and situations, attachments and schedules are hereby incorporated herein by this reference as if fully set forth herein. Except as otherwise specifically provided herein, the exercise of any remedy provided by law or otherwise, and the provisions for any remedy in this Agreement, shall not exclude any other remedy.



22. Severability. If any provision of this Agreement is found to be illegal or unenforceable in any way, it will be enforced to the maximum extent possible, and all other provisions of this Agreement will remain in full force and effect.

23. Notices. Notices must be in writing and will be deemed given upon: (a) actual receipt, (b) the first business day after being sent by nationally recognized overnight courier for next business day delivery, with receipt acknowledged, (c) five business days after being mailed, postage prepaid, by certified mail, return receipt requested, or (d) except for notices of breach or termination (“Legal Notices”), when sent by e-mail, or the following business day if sent by e-mail after the close of the recipient’s business day. Legal Notices may be given only in person or by the methods described in clauses (b) or (c). Notices are to be addressed to the Party’s address for notices below, which that Party may change by notice given under this Section 23.

**If to SWACH:** Barbe West  
2404 E. Mill Plain Blvd.  
Vancouver, WA 98661  
[Barbe.West@southwestach.org](mailto:Barbe.West@southwestach.org)

**If to Partner:** Skamania County Community Health  
PO Box 1492  
Stevenson, WA  
Attn: Kirby Richards  
(509) 427-3850  
Email: richards@co.skamania.wa.us

24. Amendment or Modification. Subject to the next sentence, this Agreement may be amended, modified or supplemented only by written instrument executed by the Parties. SWACH reserves the right to unilaterally modify, supplement, amend, or change the reporting requirements set forth in this Agreement, including in the Program Expectations or the Partner Reporting Guidance, upon written notice to Partner.

25. Public Statements. Neither Party may make any public statements, including, without limitation, any press releases, fliers, signage, etc., with respect to this Agreement or the Program, without the prior consent of the other Party (which consent may not be unreasonably withheld), except as may be required by law. SWACH has the authority to inform the Health Care Authority on information about Partners through ongoing reports.

26. Governing Law and Venue. This Agreement is governed by and construed in accordance with the internal laws of Washington without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of Washington. Any legal suit, action, or proceeding arising out of or related to this Agreement must be brought in the courts located in Clark County, Washington.

27. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be on and the same agreement. A signed copy delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



*[signature pages follow]*

Dated this \_\_\_\_ day of \_\_\_\_ 2020.

ATTEST:

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
Robert Hamlin, Chairman

\_\_\_\_\_  
T.W. Lannen, Commissioner

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Richard Mahar, Commissioner

Approved as to form only:

\_\_\_\_\_  
Skamania County Prosecuting Attorney

Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_





The Parties have executed this Agreement as of the Effective Date.

SWACH:

PARTNER:

Skamania County Community Health

By: \_\_\_\_\_

By: \_\_\_\_\_



Name: Barbara A. West

Name: Robert Hamlin

Title: Executive Director

Title: Chairman, Skamania County Board of Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A  
CORE RESPONSIBILITIES AND QUALITY METRICS

EXHIBIT B  
PAYMENT SCHEDULE

EXHIBIT C  
EXPENDITURE GUIDELINES

EXHIBIT D  
POLICIES AND PROCEDURES



## Exhibit A: Pathways HealthConnect Core Responsibilities and Quality Metrics

### Pathways HealthConnect Program Overview

SWACH is implementing a community-based care coordination model, Pathways HealthConnect, to ensure at-risk community members are served in a timely, coordinated manner and are connected to meaningful health and social services that contribute to positive health outcomes. This model of care coordination takes a community-wide approach to identify those at risk, and addresses needs through standardized pathways to connect individuals to resources throughout their community. SWACH is partnering with Care Coordination Agencies (CCA's) to implement Pathways HealthConnect and support development of a care coordination workforce of Community Care Coordinators including Community Health Workers and Peers (CHW/Peers). CHW/Peers, as trusted community members who may have lived experience, are the program's driving workforce. CHW/Peers are connecting with community members and coordinating care using the evidence-based Pathways model and the information technology platform provided by the SWACH HealthConnect Hub, a neutral entity that, in partnership with CCAs, fundamentally changes the way community and clinical partners refer, communicate and efficiently collaborate.

### Core Responsibilities and Quality Metrics for CCA's to access HealthConnect Referrals and Outcome Based Payments (OBPs)

CCA's access to referrals and Outcome Based Payments (OBP's) is contingent on partnering with HealthConnect Hub to ensure adherence to core responsibilities and core quality metrics for the Pathways HealthConnect program.

**Core Responsibilities:** The following are the core responsibilities of Care Coordinating Agencies (CCA's) for continuing access of referrals and OBP's:

- 1) The community-based care coordinator role is based on community health worker or peer supporter roles. Community-based care coordinators fully participate within the Pathways HealthConnect model to ensure programmatic integrity critical for stakeholders. Care coordinators complete all required activities to the best of their abilities within the Pathways HealthConnect model, ensuring participants are screened for all risk factors impacting health and addressing client needs to support healthy outcomes.
- 2) Agencies complete documentation with the HealthConnect Hub technology platform and ensure staff comply with HIPAA compliance standards for protection of participant personal health information (PHI).
- 3) Agencies provide care coordination to participants using community-based care coordinators, community health workers (CHW's), and/or Peer Supporters who complete the following trainings for programmatic quality assurance:

- Pathways Community Based Care Coordination model training (*Activation Training within 3 month of Pathways HealthConnect start*)
  - HealthConnect Hub technology and systems training (*Activation Training within 3 month of Pathways HealthConnect start*)
  - HealthConnect Hub approved role-based competency training (*Demonstrated completion within 6 months of Pathways HealthConnect start*)
  - Role-based HIPAA training (*Provided by HealthConnect Hub*)
  - Periodic online training and continuing education (*Provided by HealthConnect Hub*)
  - Attendance at in-person and virtual all-cohort meetings. (*6 in person meetings and 6 virtual meetings annually*)
- 4) Agencies provide a supervisor to community-based care coordinators, CHWs and or Peers who will:
- Provide regular case review and monitor caseload sizes
  - Ensure availability to CHW/Peers for safety and emergent participant issues
  - Review and sign off on documentation in a timely manner (within 2 business days)
  - Attend required Pathways HealthConnect supervisor meetings or notify the SWACH HealthConnect Hub if unable to attend.
  - Attend required in-person and virtual all-cohort meetings or notify the SWACH HealthConnect Hub if unable to attend.
- 5) Agencies comply with the Pathways HealthConnect policies and procedures (Exhibit D) to ensure care coordinator and client safety as well as fidelity to the Pathways HealthConnect model.
- 6) Agencies ensure all documentation in the HealthConnect Hub technology platform is maintained and completed according to policy. This supports quality assurance activities and facilitates outcome-based payment at the close of each month.
- 7) Agencies participate in identification, referral and enrollment of underserved individuals and vulnerable populations into HealthConnect Hub for support through Pathways HealthConnect.
- The term “vulnerable population” refers to any group of people that may have a higher risk of negative outcomes as a result of complex or adverse conditions related to physical health, behavioral health, or social determinants of health.
  - Poverty (and its common consequences of food insecurity, housing instability, transportation barriers, etc.) is a major contributor to this vulnerability.
  - Racial disparities, equity and access issues are major contributors to this vulnerability.
- 8) Agencies will support vulnerable populations impacted by COVID-19 referred from within own agencies or from the community.
- Vulnerable populations include individuals who have higher risk of negative outcomes as a result of COVID-19 impacts. As COVID-19 has demonstrated—and the World Health Organization asserts—children, pregnant women, elderly people, malnourished people, and people who are ill or immunocompromised are particularly vulnerable and bear a relatively high share of the disease burden associated with emergencies.
  - Vulnerable populations include people of color as these populations have been shown to be disproportionately impacted by COVID-19, exacerbating existing racial disparities in health outcomes.

- Due to the specific nature of the COVID-19 pandemic, SWACH also considers the unemployed as a vulnerable population, regardless of whether they fit into another of the aforementioned categories.

**Quality Metrics:** CCA's access to referrals and OBP's are contingent on maintaining a status of "good standing" within the network of HealthConnect contracted agencies and the HealthConnect Hub. To be in "good standing", CCA's maintain specific quality metrics. HealthConnect Hub provides regular updates and quarterly reports to CCA's which include quality metric process outcomes.

**Process Outcomes:**

- 1) Supervisor sign off closed Pathways within 2 business days
- 2) Completed minimum of one (1) home visit or community visit with participants, considerate to agency's physical distancing guidelines, every thirty days
- 3) Community care coordinators to follow up on open referrals within two (2) business days.
- 4) Community care coordinators to complete Patient Activation Measure (PAM) within the first three visits
- 5) Documentation of participant consent uploaded into HealthConnect technology platform within the first three visits, consent renewed annually
- 6) Community care coordinators and supervisors to attend HealthConnect monthly meetings and required trainings

**Benchmark:**

To maintain status of "good standing", agencies will meet or exceed HealthConnect quality metrics averages, based on process outcomes across the network of HealthConnect contracted agencies.

**Status of Good Standing:** In the event a CCA falls out of good standing, HealthConnect will notify the partner formally in a quarterly report.

HealthConnect provides support to partners through meetings and will work with partners to create a customized quality improvement (QI) plan, co-developed with the partner and specific to that partner's circumstances. A partner's return to "good standing" is achieved through demonstrated improvement as designated in the co-developed QI plan.

In the interim quarter, the CCA partner will remain eligible for referrals and OBP's and will maintain a status of "provisional standing".

In the event that the partner CCA is unable to demonstrate improvement as designated in the co-developed QI plan by the quarterly report following the interim quarter, the partner will lose good standing and access to referrals and OBP's.

Good standing may be reinstated at any point through demonstrated improvement as designated in the co-developed QI plan.

## Responsibilities of HealthConnect Hub

- Refer participants to the Contracting Agency;
- Develop referral network(s) with providers, clinics, hospitals, and government, as appropriate, to increase the community members served and reached;

- Provide or arrange for training for the Contracting Agency's CHWs/Peers/ Community Based Care Coordinators
- Collaborate with the Contracting Agency in performing quality improvement and quality assurance activities
- Health Connect will provide Outcome Based Payments to the contracted agency within 45 days following the close of the month
- Facilitate workforce growth and development by providing ongoing trainings, learning opportunities and connections to ensure equitable, sustainable and healthy communities
- Communicate and report HealthConnect initiative results and achievements to Health Connect Advisory Committees, contracted payers and the community;
- Promptly communicate to the Contracting Agency any change in Pathways HealthConnect Policies and Procedures Manual (Exhibit D), or any other document or procedure governing the activities of the Contracting Agency.

### Partners in Improvement Processes

CCA partners are engaged, with SWACH, in piloting a regional system change opportunity to significantly improve whole person health through the Pathways HealthConnect program and integration with the HealthConnect Hub. SWACH will work with partners to encourage shared learning and adaptation necessary to support optimization of benefits for CCA's, participants, and community and clinical stakeholders. SWACH will seek and support collaborative resolutions to program, policies and/or procedure challenges while reserving the right to discontinue any individual's access to the HealthConnect infrastructure due to egregious violations of policies and procedures. SWACH is committed to Pathways HealthConnect's success, sustainability, and scalability for the region through interdependent and committed partnerships.

### Model for Improvement

SWACH uses the Model for Improvement, from the Institute for HealthCare Improvement, to support CCA's in achieving and improving outcomes. The Model for Improvement is based on three fundamental questions- What are we trying to accomplish? How will we know that a change is an improvement? What changes can we make that will result in improvement? And a "Plan, Do, Study, Act (PDSA) cycle" for learning and improvement. These questions frame improvement processes at any level, from operational details to high-level strategic planning.

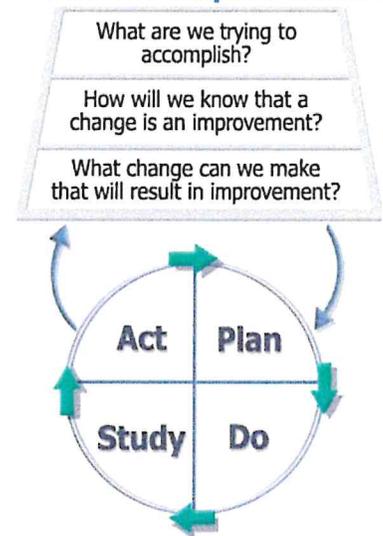
#### *What are we trying to accomplish through Pathways HealthConnect?*

We will connect our currently fragmented care coordination system. Pathways HealthConnect will advance closed loop referrals between community and clinical providers and a coordinated continuum of support that meets the needs of individuals where they are. Pathways HealthConnect will advance infrastructure to support cross-discipline teams and a CHW/PEER workforce to provide the right care in the right place at the right time to everyone who needs it.

#### *How will we know that change is an improvement?*

SWACH has contracted with Center for Outcomes Research and Evaluation (CORE) to evaluate the impact of implementing Pathways HealthConnect across the SWACH region. CORE will combine administrative data from the Pathways HealthConnect Program with survey responses and Medicaid Claims data from program participants to understand how participants are experiencing the program

### Model for Improvement



and to evaluate impact on health, social and economic wellbeing; key healthcare outcomes; and interactions with different systems.

*What change can we make that will result in an improvement?*

CCA partners are engaged, with SWACH, in piloting a regional system change opportunity to significantly improve whole person health through the Pathways HealthConnect program. The essential changes that will result in an improvement are:

- the regional launch and piloting of the evidence-based Pathways HealthConnect program
- the Phase 2 expansion of Pathways HealthConnect to grow and scale cross sector agency partnerships and a community-based workforce supported and integrated with the HealthConnect Hub.
- the partnership between SWACH and CCA's to work continuously and interdependently through an improvement process, framed by the **Model for Improvement**, to achieve maximum benefit for community and clinical stakeholders and to achieve program sustainability, scalability and long-term impact.



## Performance Payment Expectations and Outcome Based Payments (OBP's)

The schedule for outcome-based payments by service is represented below. This schedule is evolutionary and may be subject to modification based on improvement processes and stakeholder input including, but not limited to, input from the Pathways HealthConnect Advisory Board. SWACH will work closely with the Contracting Agency to maximize Outcome Based Payments to support long term program sustainability.

**Note:** Contracting Agency employees that access outcome-based payments may not be otherwise funded through any concurrent SWACH contract which, in part or full, supports Pathways HealthConnect FTE.

Contracting Agency employees whose Pathways HealthConnect positions are funded through SWACH contracts may transition, once such other contracts expire, to the terms of the Phase Two Agreement and be eligible for OBP's.

### Outcome Based Payment Schedule of Service: Adult Member - Normal Risk

		Number of Outcome Based Units (OBU's x \$15 per OBU)	Outcome Based Payment (OBP)
<i>Checklists</i>			
Initial Adult Checklist	Completed one time at enrollment	9 (x\$15)	\$135.00
Adult Checklist	Completed at each face-to-face encounter	3 (x\$15)	\$45.00
<i>Tools</i>			
PHQ-9	Depression Screen ( <i>at least monthly</i> )	3 (x\$15)	\$45.00
PAM	Patient Activation Measure	3 (x\$15)	\$45.00
<i>Pathways</i>			
Adult Learning	Confirm that client successfully completes stated education goal	4 (x\$15)	\$60.00
Behavioral Health	Kept three scheduled behavioral health appointments	4 (x\$15)	\$60.00

Education	All required education components are completed and documented	<b>1 (x\$15)</b>	<b>\$15.00</b>
Employment	Consistent source of steady income and is employed more than 30 days from date of hire	<b>4 (x\$15)</b>	<b>\$60.00</b>
Family Planning	Tubal ligation, vasectomy, IUD, implant, shot or other form of long-acting reversible contraceptive (LARC) is obtained	<b>5 (x\$15)</b>	<b>\$75.00</b>
Family Planning	Method other than a permanent method or LARC chosen & client has successfully used the method for more than 30 days from the start date	<b>4 (x\$15)</b>	<b>\$60.00</b>
Health Insurance	Received health insurance – document plan and insurance number	<b>5 (x\$15)</b>	<b>\$75.00</b>
Housing	Moved into and maintained a suitable and affordable housing unit for more than 30 days from the move-in date	<b>9 (x\$15)</b>	<b>\$135.00</b>
Medical Home	Confirmed appointment with medical home	<b>5 (x\$15)</b>	<b>\$75.00</b>
Medical Referral	Confirmed appointment for health services	<b>2 (x\$15)</b>	<b>\$30.00</b>
Medication Assessment	Provider receives Medication Assessment Tool	<b>4 (x\$15)</b>	<b>\$60.00</b>
Medication Management	Provider or pharmacist confirms client is taking medications as prescribed	<b>9 (x\$15)</b>	<b>\$135.00</b>
Social Service Referral	Confirmed appointment for social services	<b>2 (x\$15)</b>	<b>\$30.00</b>
Tobacco Cessation	Stopped using tobacco products for one month	<b>4 (x\$15)</b>	<b>\$60.00</b>

### Outcome Based Payment Schedule of Service: Adult Member - High Risk

		<b>Number of Outcome Based Units (OBU's x \$15 per OBU)</b>	<b>Outcome Based Payment (OBP)</b>

<i>Checklists</i>			
Initial Adult Checklist	Completed one time at enrollment	<b>9 (x\$15)</b>	<b>\$135.00</b>
Adult Checklist	Completed at each face-to-face encounter	<b>4 (x\$15)</b>	<b>\$60.00</b>
<i>Tools</i>			
PHQ-9	Depression Screen ( <i>at least monthly</i> )	<b>3 (x\$15)</b>	<b>\$45.00</b>
PAM	Patient Activation Measure	<b>3 (x\$15)</b>	<b>\$45.00</b>
<i>Pathways</i>			
Adult Learning	Confirm that client successfully completes stated education goal	<b>5 (x\$15)</b>	<b>\$75.00</b>
Behavioral Health	Kept three scheduled behavioral health appointments	<b>5 (x\$15)</b>	<b>\$75.00</b>
Education	All required education components are completed and documented	<b>1 (x\$15)</b>	<b>\$15.00</b>
Employment	Consistent source of steady income and is employed more than 30 days from date of hire	<b>5 (x\$15)</b>	<b>\$75.00</b>
Family Planning	Tubal ligation, vasectomy, IUD, implant, shot or other form of long-acting reversible contraceptive (LARC) is obtained	<b>6 (x\$15)</b>	<b>\$90.00</b>
Family Planning	Method other than a permanent method or LARC chosen & client has successfully used the method for more than 30 days from the start date	<b>5 (x\$15)</b>	<b>\$75.00</b>
Health Insurance	Received health insurance – document plan and insurance number	<b>6 (x\$15)</b>	<b>\$90.00</b>
Housing	Moved into and maintained a suitable and affordable housing unit for more than 30 days from the move-in date	<b>10 (x\$15)</b>	<b>\$150.00</b>
Medical Home	Confirmed appointment with medical home	<b>6 (x\$15)</b>	<b>\$90.00</b>

Medical Referral	Confirmed appointment for health services	<b>3 (x\$15)</b>	<b>\$45.00</b>
Medication Assessment	Provider receives Medication Assessment Tool	<b>5 (x\$15)</b>	<b>\$75.00</b>
Medication Management	Provider or pharmacist confirms client is taking medications as prescribed	<b>10 (x\$15)</b>	<b>\$150.00</b>
Social Service Referral	Confirmed appointment for social services	<b>3 (x\$15)</b>	<b>\$45.00</b>
Tobacco Cessation	Stopped using tobacco products for one month	<b>6 (x\$15)</b>	<b>\$90.00</b>



## Expenditure Guidelines

All costs must be considered reasonable. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:

- a. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of the award.
- b. The restraints or requirements imposed by such factors as: sound business practices; arm's length bargaining; Federal, state and other laws and regulations; and terms and conditions of the award.

The following list of non-allowable expenditures will serve as expenditure guidelines for the Clinical Transformation and Community Serving Plans.

- Alcoholic beverages
- Debt restructuring and bad debt
- Defense and prosecution of criminal and civil proceedings and claims
- Donations and contributions
- Entertainment
- Capital expenditures for general purpose equipment, building and land, except for:
  - Costs for ordinary and normal rearrangement or alteration of facilities that support whole person care and/or community clinical linkages
- Fines and penalties
- Fund raising and investment management costs
- Foods or services for personal use
- Idle facilities and idle capacity
- Interest expense
- Lobbying
- Memberships and subscription costs
- Patent costs

# Exhibit D: Pathways HealthConnect Policies and Procedures

HealthConnect

# Policies & Procedures

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Last Updated: 5-27-2020



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# HealthConnect Policies and Procedures Manual

## Community Health Worker and Peer (CHW/Peer)

### 1.1 General Job Description

A Community Health Worker or Peer (CHW/Peer) may be a healthcare support professional that provides:

- Cultural mediation between communities and the healthcare service system
- Culturally appropriate and accessible health education and information
- Informal education, counseling and social support
- Advocacy for individual and community needs
- Building of individual and community capacity

CHW/Peers are a part of and familiar with the communities they live and work with; they are comfortable working in team environments, while building trust with their community members, local service organizations and healthcare providers.

#### PROCEDURE

- 1.1.a As a routine part of working with the Pathways model, the CHW/Peer, led by the community member, will assess needs and establish a series of Pathways, often requiring referrals to partner organizations that specialize in providing specific health or social services. An essential part of the CHW/Peer role is to establish solid relationships with key staff people throughout their entire referral network of organizations in order to ensure their ability to follow up on the community members' status once referred to an external or internal referral partner.
- 1.1.b The CHW/Peer, in consult with contact person(s) from referral partner organizations, will use the CCS HUB Connect software to track the number of referrals, both internally and to other external organizations, and assure that the referrals are completed by using Pathways.
- 1.1.c The CHW/Peer's employing organization must establish an inter-agency agreement which will allow the sharing of community member information. This is important in order to track the community member's progress toward completion of each Pathway. This agreement will require language from the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191. *See Policy 3.2 HIPAA Compliance.*

## 1.2 Boundaries, Ethics, and Training

### **POLICY**

HealthConnect is responsible to set guidelines for role descriptions, performance standards, orientation training, on-the-job training, ongoing training, supervision and support, performance evaluation, and, as needed, corrective action.

The Community Health Worker/Peer works in a complex system, dependent upon human inter-relationships to be effective. The goal is to effect behavior change in individuals and communities, and the primary tool the CHW/Peer has for achieving this goal is themselves, and the power of a helping relationship. Because the helping relationship is a powerful one, the common boundary issues that can arise in community-based work will need to be responded to with care. As situations arise, the CHW/Peer should identify them and discuss them with their CCA agency supervisor, documenting any decisions or outcomes.

### **PROCEDURE**

- 1.2.a In order to become certified under the Pathways Community HUB Certification Program (PCHCP) with the Pathways Community HUB Institute, the individual must complete the required training, and a criminal background check.
- 1.2.b A comprehensive discussion of boundaries and limits is integrated into the community health worker/peer training curriculum. This discussion stresses the need for CHW/Peers to remain within the limits of their role and abilities, even when they encounter situations where they want to provide additional assistance.
- 1.2.c CHW/Peers recognize and respect the limits of their skills and abilities, and the boundaries and limitations of their role. CHW/Peers must be willing to set boundaries or limits between themselves and their community member(s). Boundaries should create the size, space and timing (the sphere) of the CHW/Peer involvement or interaction with the community member.
- 1.2.d All Pathways service providers receive basic training in areas such as cultural humility, substance use, reporting child abuse and neglect, domestic violence, and services in their community.
- 1.2.e Security of community member information is critically important. HealthConnect has provided each CCA, CCA supervisor and CHW/Peer with the Security and Information policy as well as HIPAA compliance training and reporting information.
- 1.2.f The CHW/Peer should not allow the community member to use the CHW/Peer cell phone for any long period of time, or for merely social purposes.

### 1.3 Identification & Recruitment of the Pathways Participant

#### **POLICY**

HealthConnect and CCAs are responsible to identify community members who are at high risk of poor health outcomes, potential referral partner organizations and engage them in a strengths-based Pathways HealthConnect care plan.

#### **PROCEDURE**

- 1.3.a The first step for the CHW/Peer, HealthConnect personnel and contracted CCAs is to establish a plan to identify and recruit potential Pathways participants, focusing on individuals with multiple or complex unmet needs and who meet current HealthConnect eligibility criteria.
- 1.3.b Once identified, the CHW/Peer should begin to develop a level of trust and engagement with the community member. During this trust-building process, the CHW/Peer should ask a series of open ended non-threatening questions to get a sense of the community member's risks and needs and be able to collect enough information to determine whether they are eligible for Pathways. The CHW/Peer must complete the following documentation:
  - Ask the community member to sign a Release of Information (ROI) form and upload the signed form to CCS HUB Connect software,
  - Fill out the Initial Checklist, and
  - Fill out Client Profile to a completed status.
- 1.3.c If an individual is not eligible for Pathways, the CHW/Peer will assist them with accessing resources for the most pressing needs, making appropriate phone calls and scheduling appointments, writing down all necessary information to help the individual follow through. If the community member is eligible, then the CHW/Peer should proceed with enrollment and engagement.
- 1.3.d Once the community member agrees to participate, the CHW/Peer and community member begin to discuss and prioritize the most crucial issues first, identify and agree on the desired outcomes for each, and then assign Pathways.
- 1.3.e Throughout this initial process of trust-building and gathering of information, the CHW/Peer should provide ongoing, accurate health education information to the community member and where applicable, leave them with additional health information (i.e. brochures, fact sheets) matching their health literacy level and preferred language. All education should be tracked using the Education Pathway.
- 1.3.f CCAs should assign CHW/Peers that are most compatible to match the health literacy level and preferred language of the newly recruited community member ("participant"). The CHW/Peer will use health literacy strategies in interpersonal communications and confirm understanding at all points of contact.

## 1.4 Referrals

### **POLICY**

HealthConnect will set criteria and processes for referring participants to CCAs. This will include fair and appropriate distribution of referrals among the CCA organizations.

### **PROCEDURE**

- 1.4.a When a potential Pathways participant is first referred, the CHW/Peer should contact the community member within two (2) business days according to the CCAs' business hours.
- In the field, if the CHW/Peer encounters a potential Pathways HealthConnect participant, they must make their own decision to collect the member information or call their supervisor(s) for direction.
- 1.4.b Once the CHW/Peer is able to establish time with the community member, the CHW/Peer can complete and upload the Release of Information (ROI), and begin the client profile, and initial checklist. The CHW/Peer will also check and is notified immediately, upon entry into the system, of whether the participant may be a duplicate and the degree of certainty of the duplication.
- 1.4.c Duplication identified – If the community member is determined to already have a CHW/Peer within the HealthConnect (or other HUB) network, this event is documented by HealthConnect as a prevented duplication and notification is sent to the CHW/Peer denying duplicative enrollment. The requesting CHW/Peer is notified of the currently assigned CHW/Peer in order to coordinate needs and services.
- 1.4.d The CHW/Peer should inform the community member of the identified duplication and make sure that there are no urgent or emergent issues that should be addressed immediately. There are special circumstances where the CCA may decide to go ahead with care coordination services as a duplication, which is outside of monitoring and reimbursement from HealthConnect. If the CCA elects not to provide duplicative care coordination services, they should redirect the community member to the already assigned CHW/Peer.
- 1.4.e No duplication – If there is no duplication of service identified and the community member meets eligibility criteria, the CHW/Peer may proceed accordingly with the required documentation.
- 1.4.f HealthConnect notifies the referral source of the status of the referral as successful or un-successful once the participant has entered "enrolled" status.

## 1.5 Referral Allocation to contracted Care Coordination Agency

### **POLICY**

HealthConnect is responsible for receiving community member referrals from various sources including individuals, community organizations, hospitals, healthcare providers, jails, government agencies and payers, and then based on a non-biased approach, will assign the referral to the appropriate contracted CCA.

### **PROCEDURE**

- 1.5.a. When an unduplicated referral comes into HealthConnect from an individual within the community, a community organization or from a payer, an objective non-biased approach is utilized to assign the referral to the appropriate Contracted HealthConnect Care Coordination Agency (CCA). Fair distribution of the referrals from HealthConnect is a critical responsibility. This assignment is made based on the following considerations in order of priority:
  - (i) Community member preference – If the community member has designated which CCA or which CHW/Peer they prefer working with, then that is the contracted organization to which HealthConnect will assign them.
    - (a) Member preference to include cultural consideration
      - (i) Language
      - (ii) Similar culture
      - (iii) Cultural competency
  - (ii) Find and prior relationship
    - (a) Finding CCA organization retains the ability to continue working with the participant, if they are able to meet the needs of that particular participant.
    - (b) Prior relationship, if both parties agree and it meets the needs of the participant, is respected.
  - (iii) Geographic
    - (a) Proximity of the Care Coordination Agency and CHW/Peer
  - (iv) Special needs – If the community member has specific health or social conditions that require more specialized care coordination than is available at a specific CCA, then this will be considered in the assignment. For example, if the community member has acute or severe mental health issue, they may be assigned to a CCA which is also a mental health organization. If a person experiences multiple complex medical conditions, they may be assigned to a CCA with more advanced resources to address medical issues. Housing and need for employment may be additional considerations for CCA assignment.
  - (v) Cultural
    - (a) Language
    - (b) Similar culture
    - (c) Cultural competency
  - (vi) Rotational order

- (a) Set order of distribution
- (b) Caseload capacity
- (c) Responsiveness
- (d) Performance
- (e) To be reviewed with agencies, at least twice a year.

(vii) The next most appropriate CCA or CHW/Peer in the regional cohort if the community member's preference won't meet their specific needs.

## 1.6 Pathways HealthConnect Care Plan Development and Pathways Implementation

### **POLICY**

The care plan is developed with the community participant after the completion of the Initial Checklist and Client Profile, often during the initial home visit, and consists of identified Pathways. The Pathways care plan is updated as needed and identified by follow up Visit Checklists.

### **PROCEDURE**

- 1.6.a The Pathways care plan is comprised of the participant's identified Pathways. The Pathways care plan order is then prioritized by the participant, CHW/Peer, and the supervisor as necessary, based on the urgency and importance of each Pathway.
- b) A Pathway should be initiated by the CHW/Peer and supervisor as necessary, only after confirming the need for the Pathway and that there is no existing duplicative Pathway. Pathways are most commonly initiated as part of a home visit but may also be initiated at other times if needed.
  - c) Upon initiation of the Pathway, CHWs/Peers attend to the following considerations:
    - i) The Pathways steps need not always be completed in chronological order.
    - ii) All required aspects of each step should be completed. If it is not possible to complete a step, reasons why should be explained as part of the documentation for that step.
    - iii) The Pathway and its documentation are finalized upon completion of the "Completion Step."
    - iv) The Completion Step is the successful outcome of an identified issue. The Completion Step is clearly defined, easy to measure, and based on accepted criteria.
    - v) If the Completion Step is reached before all Pathway steps or benchmarks are completed, this will still be considered a "completed" Pathway.
  - d) If all aspects of the completion step are not achieved and the Pathway is unachievable or is no longer relevant, it is documented "finished incomplete".

## 1.7 Supervisor Role & Function

### **POLICY**

Supervisors are responsible for reviewing all the assessments (Pathways, Checklists, and Tools) for each community members' Pathways care plan, which are by the CHW/Peer, according to the standard guidelines as outlined below. The intent of this review is to assure that needs assessments are comprehensive and current, that visits address the appropriate Pathways in order of urgency and priority, that outcomes are reached, and that urgent and emergency issues are addressed appropriately.

### **PROCEDURE**

- 1.7.a Supervisors should conduct, regular review of assessment and Pathways care plan documentation, and be available for regular case staffing and problem solving. Supervisors are to review and sign completed CHW/Peer assessments, checklists and Pathways documentation within two (2) business days according to the CCAs' business hours.
- 1.7.b If the supervisor notes any necessary changes in the Pathways care plan or areas in need of attention related to the care of the community member, these issues must be communicated to the CHW/Peer as soon as appropriately possible.
- 1.7.c Urgent needs for both health and social services that are identified are the responsibility of the CHW/Peer and the supervisor to address as quickly as possible. *See Policy 1.11 Urgent Medical or Behavioral Health Issues.*
- 1.7.d The supervisor should make note of ongoing issues, and successes related to the CHW/Peer performance. These identified issues can serve as a resource to guide the implementation of additional training or specific supervision of the CHW/Peer resulting in the development of the role and in improved quality of work over time.
- 1.7.e Further action guidelines:  
  
Appropriateness of selected Pathways relating to specific medical conditions needs to be determined in conjunction with the primary care provider's care plan. This guideline is relevant to the Medication Assessment, Medication Management, and Medical Referral Pathways.
- 1.7.f The supervisor should review caseloads with CHWs/Peers, at least, bi-weekly to identify a plan for Community members who have not had a follow up visit within the last month.
- 1.7.g It is required that supervisors attend all scheduled supervisor trainings and participate in HealthConnect meetings as scheduled.

## 1.8 Caseload

### **POLICY**

HealthConnect is responsible to monitor caseloads for CHWs/Peers to ensure that caseloads do not exceed the ability to adequately meet the needs of those participants they have been assigned. Reasonable caseload expectations for staff help to ensure that HealthConnect CCAs provide necessary services to achieve success without risking CHW/Peer burnout. Limited caseloads ensure that CHWs/Peers have enough time to spend with each participant to meet their needs, maintain high quality of service in accordance with the Pathways model and to plan for future activities.

### **PROCEDURE**

- 1.8.a It is recommended that caseloads be managed by CCA supervisors.
- 1.8.b As an example, a full-time CHW/Peer could carry a caseload of 40-60 moderate risk community members, or only 25 very high-risk individuals. Depending on the flexibility of the CCA employing the CHW/Peer, the number of cases may vary.
- 1.8.c Specific caseload limitations are to be determined and set by each CCA, and monitored by HealthConnect staff. The HealthConnect staff performs analysis on the risk adjusted basis of member caseload using RiskQ measures of participant risk. These metrics are used to determine capacity and may be used in referral distribution.

## 1.9 Health Equity and Transparency

### **POLICY**

HealthConnect defines health equity as all people having access to a healthy environment, community and relationship with local institutions and service providers. Positive outcomes are best achieved when carried out in an environment that is respectful to and inclusive of the community member's cultural context. The community member's cultural context includes health beliefs and practices, preferred languages, health literacy and other cultural or communication needs.

### **PROCEDURE**

- 1.9.a The CHW/Peer will be transparent with community members at the time of engagement by clarifying which information a CHW/Peer is obligated to report to government and law enforcement agencies such as abuse, neglect and criminal activity (Refer to RCW 74.34.020).
- 1.9.b The CHW/Peer will not disclose the residency or citizenship status of a community member without permission. Whenever a program or service requires the disclosure of residency and citizenship status, the CHW/peer will notify the community member and will ask permission before disclosure.
- 1.9.c The CHW/Peer will refer to community member as identified with correct gender and pronouns when addressing or referring to the community member.
- 1.9.d The CHW/Peer will not disclose the community member's sexual orientation or gender identity to partner organizations and providers without the community member's explicit permission.
- 1.9.e HealthConnect will not tolerate discrimination (including discrimination based on age, sex, race, color, creed, religion, ethnicity, sexual orientation, gender identity, national origin, citizenship, disability, or marital status or any other legally recognized protected basis under federal, state, or local laws, regulations or ordinances). Any discriminatory statements or hate speech made by CHW/peer or supervisor either at work or on personal time or social media platforms could result in disciplinary action and removal from the HealthConnect program.

## 1.10 Providing Information and Health Education

### **POLICY**

When conducting participant health education, the CHW/Peer is responsible for providing accurate and evidence-based health education and information.

### **PROCEDURE**

- 1.10.a If the CHW/Peer is providing education on a specific medical condition, the health information provided should be coordinated with health care provider and care team, or verified by the CCA Supervisor or HealthConnect staff to be from a legitimate source.
- 1.10.b Educational information related to health and behavioral health questions from the participant should be provided based on established education materials adopted from an externally validated source and approved by the CCA supervisor.
- 1.10.c When the community member asks a question which extends beyond the CHW/Peer education and established resources, the CHW/Peer must be very comfortable stating to the community member that they do not know the answer to the question and try to help provide a strategy to help the participant get the information needed.

## 1.11 Urgent Medical or Behavioral Health Issues

### POLICY

The CHW/Peer is responsible for taking immediate action when an urgent health or behavioral health issue is identified with a community member, by connecting the community member immediately with a health, behavioral health, or social service provider.

### PROCEDURE

- 1.11.a When an urgent health or behavioral health issue is identified, the CHW/Peer should take responsibility to ensure the participant connects with the appropriate health, behavioral health or social service provider immediately. This should be accomplished in collaboration with the supervisor.
- Supervisors should assure CHWs/Peers have appropriate training and referral protocols for potential crisis situations. This includes, but is not limited to, mandatory reporting, danger to self or others, and/or medical crisis.
  - Any new urgent participant needs identified through ongoing assessment, should be staffed with a supervisor within an appropriate timeframe.
- 1.11.b It is **not** appropriate to address and complete this type of situation by leaving a message. The CHW/Peer should be certain that an appropriate health, behavioral health or social service provider has taken responsibility and is developing a plan to address the problem identified. The CHW/Peer should positively confirm that the participant has successfully been passed to the appropriate responsible professional. If the CHW/Peer supervisor is involved, in some cases it may be the supervisor who confirms that the participant's urgent issue is addressed in a timely and effective manner.
- 1.11.c If urgent, the CHW/Peer can connect the participant directly to the medical provider office and/or emergency room as needed. If the CHW/Peer and supervisor are not able to contact the appropriate medical or behavioral health provider, the participant may need to be sent to the emergency room for evaluation. In urgent situations, the CHW/Peer must be prepared to work after hours to assure the situation is addressed effectively.
- 1.11.d If the participant is identified by the CHW/Peer to have a medical or behavioral health issue that does not seem urgent to the CHW/Peer, it needs to be communicated to the supervisor in no less than one half business days, according to the CCAs' business hours. This requires confirmed verbal communication. Leaving a message that may or may not be checked in during that time period is not acceptable.

## 1.12 In-person and Home Visit Procedure and Safety

### **POLICY**

The CHW/Peer must follow basic safety procedures when performing an in-person visit with the participant to ensure the safety of both the CHW/Peer and the participant.

### **PROCEDURE**

- 1.12.a During in-person visits, basic safety procedures must be followed at all times.
- 1.12.b In the following situations, the CHW/Peer should consider taking an additional CHW/Peer or staff with them to the in-person visit:
- The CHW/Peer feels insecure.
  - The CHW/Peer is new to the field and/or in training.
  - This is an in-person visit to a significantly unsafe location.
- If it cannot be arranged for the CHW/Peer to take an additional staff with them to an in-person visit, the CHW/Peer should consult with the supervisor about whether to make the home visit or to reschedule for a time when additional staff can be present.
- 1.12.c CHWs/Peers should not provide home visits if there is domestic violence or other related safety issue as noted by the CHW/Peer or other staff. In such situations, visit locations should be arranged for a more secure community setting.
- 1.12.d All safety-related issues must be immediately reported to the supervisor and noted in the participant's chart.
- 1.12.e For safety reasons, the CHW/Peer is required to carry a cell phone when making in-person visits. Cell phones may be used to notify the appropriate resources in the case of medical issues, safety concerns, and to assist community members who have no phone to be able to schedule appointments.
- 1.12.f Supervisors or other CCA staff must be available in the office or by phone at all times when home visitors are out in the field.
- 1.12.g CHW/Peers should dress appropriately for the home or community setting in which they are working. Examples include not wearing high heels, wearing a minimum of expensive jewelry. This may vary by situation.
- 1.12.h All home visiting staff receive initial training on home visiting environment safety prior to visiting homes. This training is reinforced through supervision and refresher trainings. Discussions of home visitor safety concerns or incidents are documented in supervision not the client record.

## Documentation

### 2.1 Documentation and Data Collection

#### **POLICY**

The CHW/Peer is responsible for completing all mandatory documentation in the CCS HUB Connect software to document the work with the participant(s) within HIPAA requirements, including release forms, demographic information and completing the checklists at each home visit.

#### **PROCEDURE**

- 2.1.a All HealthConnect-related documentation must be signed and dated appropriately. This includes the CHW/Peer full name, title, full date, and time. Entry in CCS HUB Connect software is considered signed and recorded by the user.
- 2.1.b The supervisor must see and review all documentation in the participant's chart by the CHW/Peer. This documentation will include progress notes in the participant's chart maintained in Pathways HUB Connect software.
- 2.1.c The participant chart is a legal document. Entering data in the chart that has been falsified or created for additional payment or other purposes will result in disciplinary action or may result in termination of contract or employment.
- 2.1.d When a participant encounter is completed, it is assumed that all questions on each individual-specific checklist have been asked. If any question is not asked, it must be clearly noted and the reason for not asking must be provided.
- 2.1.e Any Pathways the CHW/Peer recommends to initiate with the participant should match the answers given on the Initial Checklist and be documented accordingly. If a Pathway is initiated, there must be documentation in the participant's chart explaining the need for the Pathway.
- 2.1.f Documentation of progress related to all current Pathways and Pathways care plan coordination issues must be updated in CCS HUB Connect software as part of the participant's care plan.
- 2.1.g The supervisor should review documentation completed by the CHW/Peer to assure that notes are comprehensive and accurate. Documentation of review should be provided. Supervisor sign off in CCS HUB Connect constitutes documentation of review. Reviews and sign off should be completed

by the CCA supervisor within two (2) business days, according to the CCAs' business hours, after completion by the CHW/Peer.

2.1.h All Pathways-related activities must be documented and reported into Pathways HUB Connect software by the CHW/Peer and their supervisor. Any additional relevant information beyond the Pathways steps documentation should also be noted in Pathways HUB Connect software.

2.1.i Pathways are not officially complete until documented by the CHW/Peer Supervisor in CCS HUB Connect.

## 2.2 In-person visits and Documentation

### **POLICY**

It is the intent of HealthConnect to enable CHW/Peers to provide the majority (more than 50%) of HealthConnect-based services in the home or community settings most comfortable to the participant. Contracted CCAs are expected to provide home visiting support to CHW/Peers and related services to meet the needs of HealthConnect Participants.

The CCA will receive a new referral from HealthConnect. The CCA will assign an appropriate CHW/Peer who is responsible for all documentation, including demographics, Initial Checklist, ongoing checklist, tools, and Pathways care plan.

### **PROCEDURE**

- 2.2.a CHWs/Peers, within two (2) business days, according to the CCAs' business hours, after the initial referral, will attempt at least (3) three contacts (by phone call, letter, or drive to participant's residence) with the participant or family member to follow up on status of community member(s). All non-visit encounters and attempts to contact must be recorded in the CCS HUB Connect software as "Contacts". These include, but are not limited to, telephone calls, texts, attempted visits, voice messages, emails, and social media interactions. If CHWs/Peers use social media or text messaging, all communication must remain within HIPAA compliance.
- 2.2.b An in-person visit is a face-to-face interaction that occurs between the participant and CHW/Peer and is focused upon needs assessment and implementation of selected Pathways. Visits last for approximately one hour and the participant must be present.
- HealthConnect encourages a majority (50% or more) of visits happen in the participant's home or out in the community.
- 2.2.c Each visit should be focused on the resolution of each participant's issues and documentation of Pathways progress is required for each visit, using the appropriate Checklist.
- 2.2.d The following documentation is required for all participants and performed by the CHW/Peer:
- Release of Information (ROI) paperwork, which covers HIPAA compliance with the participant, should be done first on an initial visit.
  - Demographic and Checklist forms completed for both initial and return visits.
- 2.2.e When possible, documentation should be completed in the presence of the participant. Caution should be exercised by CHWs/Peers who do not document the information while in the presence of the participant. The CHW/Peer should call the participant to discuss any items that they forgot to ask during the time of the in-person visit.

- 2.2.f When the participant is enrolled in HealthConnect, a referral is sent to a CCA in the network. The CCA then assigns the new case to the most appropriate CHW/Peer. The CHW/Peer then reaches out to the participant and schedules a meeting with them.
- 2.2.g During this initial visit, the CHW/Peer completes the Release of Information (ROI) form. The Initial Checklist and Client Profile should be completed by the third visit. By the third visit with the community member, the CHW/Peer completes the Patient Activation Measure (PAM) tool.
- 2.2.h Following the completion of the Initial Checklist, the CHW/Peer will determine which Pathways should be initiated to complete the development of the Pathways care plan. The CHW/Peer will carry out this assignment in direct collaboration with their supervisor, which includes the timely review and sign-off by their supervisor as stated above. The schedule for the next in-person visit is confirmed and a similar procedure is followed for each return visit until the time the participant is no longer in need of HealthConnect services.

## 2.3 Documentation Between In-Person Visits

### **POLICY**

The CHW/Peer is responsible for documenting any additional services or problems that are brought to their attention outside of the scheduled in-person visits.

### **PROCEDURE**

- 2.3.a The CHW/Peer may provide services or identify problems during times that are between home visits. This activity should be documented within the Contacts section of Pathways HUB Connect software, and new Pathways should be added when needed.
- 2.3.b If the Pathways care plan is changed with the addition a new Pathway, or if some significant problem or issue is identified, a follow up visit checklist should be completed to document the changes.
- 2.3.c All in-person visit records and/or additional contact documentation (Contacts, notes, etc.) should be recorded in Pathways HUB Connect software within one (1) business day, according to the CCA's business hours, or with participant(s) or their families.
- 2.3.d It is best if documentation is completed during the in-person visit, while in the participant's presence, to ensure the most accurate representation of the participant's voice.
- 2.3.e The CHW/Peer should call and discuss with the participant any items that they forgot to address during the time of the home visit.

## 2.4 Pathways Status, Tracking, and Follow-up

### **POLICY**

HealthConnect is responsible to continuously track outcome and volume for evaluation and contract management purposes. Tracking participant status is an integral part of fulfilling these functions.

### **PROCEDURE**

- 2.4.a CCS HUB Connect software allows participant status to be tracked as: Active or Inactive; Enrollment status as: Enrolled, Eligible, Assigned and Referral; and Special Enrollment: Client Services, Hold, Monitor and Could Not Locate.
- 2.4.b **ACTIVE STATUS** – Active status indicates that the individual has agreed to be a HealthConnect participant. The participant has identified needs and issues to be addressed in the Pathways care plan. Pathways have been selected. The community member agrees to work with his/her CHW/Peer to achieve positive health and social service outcomes.
- 2.4.c **INACTIVE STATUS** – The CHW/Peer, in conjunction with the supervisor, has final authority in the decision to exit a community member from HealthConnect. The reason a participant is being exited must be documented in CCS HUB Connect software. Reasons typically given could include:
- Participant has achieved their goals;
  - Participant has no further identified needs to address;
  - Participant has not made progress on Pathways or Pathways care plan over an extended period of time (60 days, or document reason why an extension beyond this point is needed).
  - Community member not contacted in 60 days.
- 2.4.d Follow-up contacts on referrals are made as needed to monitor and assure Pathways completion.
- 2.4.e During follow-up on all Pathway issues, the CHW/Peer must document all barriers and/or adverse experiences that the participant may have experienced when accessing services via referrals.
- 2.4.f Follow-up contacts should be made on a regular basis, as necessary to make Pathways progress with a contact occurring at least once a month while the community member is on Active Status.

## Privacy Requirements and Standards

### 3.1 Privacy Requirements and Standards

#### **POLICY**

Contracted Care Coordination Agencies (CCAs) participating in HealthConnect must comply with privacy requirements and standards.

Applicable standards include:

- HIPAA (Health Insurance Portability and Accountability Act)
- 42 CFR Part 2 (Federal statute governing drug and alcohol treatment)
- VAWA (Violence Against Women Act of 2005)

#### **PROCEDURE**

HealthConnect recommends that although procedures and roles vary from organization to organization, they may include the following:

- 3.1.a Contracted organizations should integrate the HealthConnect HIPAA Business Associate Agreement into their existing confidentiality practices. If the organization does not have an existing policy around community member confidentiality, it would be helpful to access the federal Department of Health & Human Services website at: <http://www.hhs.gov/ocr/privacy/index.html> to learn more about the Health Insurance Portability and Accountability Act (HIPAA) and HealthConnect's HIPAA policies.
- 3.1.b Each CCA will be required to sign a contract with SWACH and a Business Associate Agreement that includes HIPAA policy and will allow for information sharing of participant level data. Each CCA should describe:
  1. Within the organization, who will have access to participant's information;
  2. Procedures for acquiring participant consent that include the following:
    - How participant confidentiality will be explained;
    - How and when the Release of Information (ROI) will be introduced to participant; and
    - A copy of the ROI signed by the participant is required to share information.

## 3.2 Confidentiality and Release of Information

### **POLICY**

The HealthConnect documentation system, CCS HUB Connect software, is part of a cloud-based database used by all of the partners participating in HealthConnect. As part of the HIPAA requirements relating to disclosure of protected health information, the participant must authorize release of the information to all of the entities who are participating in HealthConnect by signing a Release of Information (ROI) form. It is important to note that participation in a given program may not be withheld on the basis of Release of Information (ROI) authorization; however, it is important that the community member understand that HealthConnect will have full access to everything entered into CCS HUB Connect software.

All community member records are confidential and legal documents; therefore, it is mandatory that all paper charts (if kept) be stored in a secure area and in an orderly fashion with no exceptions.

### **PROCEDURE**

- 3.2.a All charts should be filed away in an alphabetical or numerical system.
- 3.2.b All charts should be stored in a locked secure area.
- 3.2.c The CHW/Peer supervisor will determine procedure for chart use and circulation.
- 3.2.d If a chart is not being reviewed for care coordination, case management, or evaluation, it should be filed away in a designated area.
- 3.2.e Only the CHW/Peer, their supervisor, and CCA staff directly involved with Pathways should have access to the participants' charts.

### 3.3 HIPAA Compliance

#### **POLICY**

All charts and documents are confidential information. HealthConnect will not share information with a third party unless a Release of Information (ROI) has been signed by the participant or as otherwise permitted or required by law.

#### **PROCEDURE**

- 3.3.a All charts must have a properly filled out Release of Information (ROI), Client Profile, and Initial Checklist form. These forms should be completed at enrollment, and a participant is not in “Enrolled” status until these are signed and complete. Each site may have to add additional forms to be compliant with individual programs.
- 3.3.b All documents, if in written form, should be filed in an alphabetical or numerical sequence in a locked and secure location. Pathways HealthConnect may request to see a random sample of these documents for review during their contractor site visits.
- 3.3.c Checklists must be completed at every home visit as an ongoing source of monitoring participant progress.
- 3.3.d The CHW/Peer is responsible for completing all documents required. The minimum requirements are:
- Initial Checklist
  - Ongoing Checklists
  - Signed Release of Information (ROI)
  - Client Profile
  - CHW/Peer notes on progress of participant
  - Pathways
- 3.3.e As special cases arise, HealthConnect staff will handle them accordingly to ensure that the case is addressed while remaining within HIPAA compliance.

## HealthConnect Monitoring and Quality Assurance/Quality Improvement

### 4.1 Quality Assurance (QA)/Quality Improvement (QI)

#### **POLICY**

HealthConnect is responsible for developing an infrastructure to continuously support and monitor quality improvement, reporting, evaluation and research, and developing a Pathways care plan to address any identified issues throughout the HealthConnect network.

Pathways are the CHWs'/Peers' most important documentation and evaluation tool to assist in identifying and tracking all participant issues and problems to achieve successful resolution and improvements in health. The majority of the Pathways identified in this model are either evidence-based or based on clinical best-practices. They are the primary outcome measurement of success for community members, which results from the CHW/Peer work with participant-related health and social service problems.

#### **PROCEDURE**

- 4.1.a HealthConnect shall continuously monitor and improve quality within all aspects of the HealthConnect network. This requires infrastructure for quality issues to be reported from any part of the network. It also requires specific evaluation and research to identify potential quality issues. Quality Improvement (QI) projects are determined by supervisors, Advisory Committee, CCS reviews, funder identified concerns, contract obligations and participant concerns.
- 4.1.b HealthConnect will provide training and analysis using the PDSA (Plan, Do, Study, Act) quality methodology and develop an action plan to address the issue. After the action plan is implemented, the issue will be reviewed again to assess improvement. A PDSA template is used to track all QI/QA activities, especially following the identification of a quality issue.
- 4.1.c HealthConnect will develop a list of events that are continuously researched and evaluated for quality concerns. As new approaches to evaluating and addressing quality improvement are developed, they are documented within this quality improvement-focused manual.
- 4.1.d Contracted CCAs will be represented on the HealthConnect Advisory Committee and should be included in QI and QA processes and reviews on a quarterly basis.
- 4.1.e Pathways completed will be used to evaluate CHWs/Peers, their supervisors, and the CCA organizations' performance, as they are a significant measure of success for HealthConnect as a whole.
- 4.1.f If HealthConnect identifies any consistent issues from regular QI reports, the HealthConnect staff will communicate with the CCA to develop a QI plan and if issues are not rectified in an adequate and timely manner, the CCA's contractual status may be reassessed.

## 4.2 Community Needs Assessment

### **POLICY**

HealthConnect will participate in ongoing community needs assessments or review, adequate and current externally completed needs assessments in partnership with other evaluation focused initiatives.

### **PROCEDURE**

- 4.2.a HealthConnect must work with other evaluation focused initiatives in the region to complete periodic community needs assessments. These assessments must result in information specific to:
- How to identify those at greatest risk,
  - Engage those identified in intensive care coordination service, and
  - Connect them to care.
- 4.2.b Documentation within the community should include:
- Specific barriers,
  - Specific strengths, and/or
  - Positive opportunities.
- 4.2.c Action items that involve collaboration between various organizations in the community, including HealthConnect, should be an area of focus.
- 4.2.d The HealthConnect Advisory Committee should review community needs assessments annually.

## 4.3 Reporting of Results and Outcomes

### **POLICY**

HealthConnect is responsible to continuously monitor and maintain regular communication and reporting of its strategies, progress, and challenges to its funders, policy makers, contracted Care Coordination Agency (CCA) members, community members, and the community at large.

### **PROCEDURE**

- 4.3.a The CCA should review regular Pathways-based progress reporting every two weeks and at a minimum of every month. The report should include:
- Caseload capacity for CHW/Peers
  - Community referrals and fit, or match, of participants for CHW/Peers
  - Number of Pathways completed by Pathway type
  - Number of “finished incompletes” by Pathway
- 4.3.b HealthConnect will generate periodic but no less than annual reports on quality measures, entire HealthConnect utilization, population health and evaluation reports. HealthConnect will distribute these reports to Advisory Committee, CCAs, HLC, RHIP and SWACH Board. These reports will allow for leadership to address needs for outcomes and barriers that are identified.
- 4.3.c Additional reports by funder, community member needs and other breakouts may be helpful. Reports should be designed to assist CHWs/Peers in improving workforce development and performance quality over time.
- 4.3.d Pathways progress and completion documentation is submitted by the CHW/Peer, but officially is documented by the CHW/Peer supervisor by signing off on the documentation in Pathways HealthConnect.
- 4.3.e Quarterly Quality Improvement (QI) reports are to be completed at the end of each quarter to review the progress on the prior quarter’s task list. This report includes identification of any areas behind benchmark timelines and allows suggestions for correction to be integrated into the next quarter’s task list. This is shared with all SWACH staff. Staff is asked to review and share ideas and provide information into the report.
- 4.3.f Summary reports will be prepared after each data collection cycle, as identified in the project work and evaluation plans (six months for clinical data, annually for total cost of care data), to gain insight and help evaluate HealthConnect impact. These reports will be shared with Advisory Committee, HealthConnect and SWACH staff, and Board of Directors, to seek input.
- 4.3.g HealthConnect participates in an annual audit, with report to the Board of Directors, which reviews compliance with internal controls, and appropriate use of funding.

## 4.4 Completion of Deliverables

### **POLICY**

As an incentive for the CHW/Peer to get Pathways benchmarks completed expediently and efficiently, the employing Care Coordination Agency (CCA) may want to consider payment based on productivity of the individual CHW/Peer. This is a decision that should be made by the organization awarded funding and should be based on budgetary and contractual considerations.

### **PROCEDURE**

- 4.4.a If the CCA chooses to follow this procedure, productivity for participant services will be determined by the completion of the deliverables portion of the budget (i.e. number of Pathways completed). The focus is to identify those participants at most risk, connect them with the appropriate health and social service resources, improve the quality and effectiveness of the care being provided, and ultimately result in positive health and social outcomes for Pathways participants.
  
- 4.4.b The ability of the CHW/Peer to specifically identify community member problems and issues, initiate the appropriate Pathways, and follow-up to completion of the Pathways will be one of the primary quality assurance (QA) indicators.

## HealthConnect Operations

### 5.1 Meetings/Required Meetings

#### **POLICY**

Group meetings will be held for those from each CCA who participate in HealthConnect, and will be facilitated by HealthConnect staff. Attendance is required at all meetings. These meetings serve as a means for continued education and ongoing collaboration across the HealthConnect network.

#### **PROCEDURE**

- 5.1.a A minimum of quarterly Cohort meetings will serve the purpose of keeping CHW/Peers informed of successes and challenges as well as:
- Providing the opportunity for CHW/Peers to express their opinions and suggestions for improvement;
  - Supporting one another and allowing time for mentoring/coaching, ongoing training, and improved networking; and
  - Continuing education and training.
- 5.1.b The HealthConnect Advisory Committee will initially meet monthly, and then at least quarterly, at the discretion of the members for the purpose of collaboration and problem-solving for the ongoing work and expansion of the HealthConnect program. These meetings will serve the purpose of keeping the HealthConnect network informed of successes and challenges as well as:
- Identifying and discussing system barriers;
  - Proposing changes in policies and procedures;
  - Working through and focusing on problems requiring conversation for resolution.
- 5.1.c Appropriate agenda and minutes of all meetings will be taken and kept at the HealthConnect office and can be distributed to CHWs/Peers and their CCA supervisors.
- 5.1.d Each group will create their own set of meeting expectations and requirements.

## 5.2 Marketing and Communications

### **POLICY**

It is the responsibility of HealthConnect to identify and secure a variety of care coordination funding and focused contracts from multiple sources, to achieve consistent and future stable funding of contracted Care Coordination Agencies (CCAs).

SWACH and HealthConnect is responsible for creating and implementing the corporate image and identity of HealthConnect in order to engage and influence potential partners as well as the region and communities it serves.

### **PROCEDURE**

- 5.2.a HealthConnect will work to identify potential sources of care coordination funding and establish outcome-focused contracts to support multiple CCAs within the network. In order to serve a greater variety of the at-risk population, HealthConnect should work to establish a variety of funding contracts to achieve more stable funding over time. Attaining funding that has complimentary requirements for various populations is ideal.

For example, funding that addresses community members with social issues can be complimented with funding that addresses health and behavioral health issues for a similar population.

Working towards a braided funding approach is critical to effectively serve HealthConnect's regional population as a whole.

## 5.3 Conflict of Interest Attestation

### **POLICY**

The purpose of the Conflict of Interest Policy is to protect HealthConnect Certification Initiative interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the organization or might result in a possible excess benefit transaction. This Policy is intended to supplement, but not replace, any applicable state and federal laws governing conflict of interest applicable to non-profit and charitable organizations.

### **PROCEDURE**

- 5.3.a A conflict of interest may exist when the interests or concerns of an interested party may be seen as competing with the interests or concerns of the organization. A conflict may occur when any member of HealthConnect, due to his or her membership in or affiliation with the HealthConnect network, has any personal financial, or immediate family interest that might deter the member from acting in the best interests of HealthConnect or might give rise to an influence on him/her that is not in the best interests of HealthConnect.
  
- 5.3.b Any person acting on the HealthConnect Advisory Committee who maintains or holds a position of financial gain for work that is connected to or related to HealthConnect is asked to disclose those interests and potential gains to the Board of Directors for review.
  
- 5.3.c Efforts are made to resolve matters at the level of the parties immediately involved. After these efforts fail to reach resolution, the following procedures are used to resolve the matter.
  
- 5.3.d When there is a conflict of interest that cannot be resolved through open communication among staff and supervisor(s), if appropriate, a disinterested person or committee shall be appointed to investigate alternatives to the proposed transaction or arrangement.
  
- 5.3.e If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the benefit, and whether it is fair and reasonable.

## 5.4 Contractual Compliance

### **POLICY**

HealthConnect is responsible for reviewing all network and participating CCA contracts for compliance within the network.

### **PROCEDURE**

- 5.4.a SWACH or HealthConnect personnel responsible for contracts will review all current and future compliance items and assure by contact and contract item, compliance of HealthConnect and the contracted CCAs within the network. This will require specific reporting, meetings and related organizational capabilities which must come into place as a new contract is begun.
  
- 5.4.b HealthConnect reports to CCAs and associated CHWs/Peers on a regular basis on the progress of achieving compliance and goals set forward within the contract.
  
- 5.4.c All required information must be completed in Pathways HUB Connect software as per the CCA contractor Responsibilities outlined in the Scope of Work and the HealthConnect Policies and Procedures before an invoice from a CCA can be generated and accepted.

## 5.5 Fiscal Management

### **POLICY**

HealthConnect shall maintain strict financial compliance through regulations within all contracts as well as state and federal requirements.

### **PROCEDURE**

- 5.5.a HealthConnect shall perform an annual fiscal audit or compilation with an objective third party organization.
  
- 5.5.b Financial reporting and the evaluation results to the SWACH Board of Directors is required.
  
- 5.5.c As a part of their contract, HealthConnect shall maintain a written budget and monitor expenditures to manage financial resources and support program activities. The budget is reviewed and approved prior to the beginning of each fiscal year.

## 5.6 Invoicing

### **POLICY**

HealthConnect is responsible to set requirements and processes for invoicing and payment.

### **PROCEDURE**

- 5.6.a The invoice is a part of the accounting system and therefore is a legal document. Any organization that falsifies information will be subject to disciplinary action that could lead to termination of the contract or agreement.
- 5.6.b Each CHW/Peer and their supervisor should carefully track the Pathways activities and community member progress in Pathways HUB Connect software that allow for monthly invoicing and payments by HealthConnect.
- 5.6.c All documentation for the 1<sup>st</sup> of the month through the end of the month for completed Pathways must be completed and signed by CCA Supervisors in Pathways HUB Connect software by 5:00 P.M. on the 3<sup>rd</sup> day of each following month.
- 5.6.d HealthConnect will process invoices and issue payment to the CCAs within 30 days of receipt of signed completed documentation for the previous month. HealthConnect will be responsible for providing copies of invoices and payments to the CCA.
- 5.6.e Payments to CCAs occur through a payment portal approved by the State of Washington. If on any occasion payments are not able to occur on a regularly scheduled time due to portal issues, HealthConnect HUB will notify CCAs.



# Skamania County

## Community Development Department

Building/Fire Marshal • Environmental Health • Planning

Skamania County Courthouse Annex

Post Office Box 1009

Stevenson, Washington 98648

Phone: 509-427-3900 Inspection Line: 509-427-3922

### MEMO

**TO:** Board of County Commissioners  
**FROM:** Alan Peters, Assistant Planning Director  
**DATE:** September 22, 2020  
**RE:** Planning Commission Recommendation to adopt Ordinance No. 2020-06, various amendments to the County's Subdivision Code (Title 17), Zoning Code (Title 21), and SEPA code (Title 16)

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The Planning Commission and Community Development Department Staff have developed several amendments to the County's Subdivision Code (Title 17), Zoning Code (Title 21), and SEPA code (Title 16). Some amendments were drafted in response to public comment received by the Planning Commission and Board of County Commissioners. Other amendments were proposed by County Staff to clarify application requirements and to follow recommendations from the recently completed Buildable Lands Inventory/Housing Needs Analysis. The purpose of all the proposed changes is to eliminate barriers to development within the County and improve the process for developments that require County review.

The Planning Commission held a public hearing on the proposal on August 18, 2020, and forwarded a recommendation to the Board of County Commissioners to approve the proposed changes. The purpose of this memo and workshop is to present the proposal to the Board of County Commissioners prior to the Board's consideration of Ordinance No. 2020-06 at a future meeting date. If the Board has no objection, Ordinance No. 2020-06 will be placed on the consent agenda for approval on September 29, 2020.

### **Proposed Text Amendments**

#### Zoning Code Text Amendments (Title 21 – Attachment 1)

In Carson, light home industries/cottage occupations are considered administrative review uses. This review requires an application, public notice, and approval by Planning staff. The proposed text amendments would make light home industries/cottage occupations outright allowed uses in the Carson High Density Residential, Rural Residential, and Rural Estate zones. This change will make it easier for property owners to establish home-based businesses and eliminate the required \$400 application fee to establish a home-based business in Carson. This will also reduce Planning Staff's workload.

### Subdivision Code Text Amendments (Title 17 – Attachment 2)

**Exempt Land Divisions** - Land divisions are governed in Washington State by RCW 58.17 and by the County in SCC Title 17. Per RCW 58.17.040, divisions into lots of 5 acres or more can be created without the filing of a subdivision or short plat. SCC 17.04.010(B)(2) allows for divisions into lots of 20 acres or more to be created without a plat.

The proposed text amendments would maintain the 20-acre exemption, but add an additional one-time exemption to create one parcel of 5 acres or more without a plat. The remainder parcel would also be required to be at least 5 acres in size. This change would make it much easier and cheaper for landowners to develop or sell their property. This also may help encourage the development of more housing by eliminating potential barriers to development. However, property owners would need to accept the risk that parcels created under this exemption may not be buildable because the County would not review these parcels for water or septic availability, access, or the presence of critical areas.

**Lot Size Averaging** - The proposed lot size averaging provisions would allow for the minimum lot size in a subdivision or short plat to be met by the average of all lot sizes in the development. For example, a standard 4-lot short plat of 20 acres in a 5-acre minimum zone would require that all four lots be exactly 5 acres in size. The proposal would allow for more flexibility by requiring simply that the average lot size be 5 acres. A development could instead create a 3-acre lot, a 4-acre lot, a 5-acre lot, and an 8-acre lot, or any other configuration that results in an average lot size of 5-acres. In order to maintain some proportionality to the zoning designation's minimum parcel size, the smallest lot in a subdivision or short plat using lot size averaging would need to be at least 50% of the standard. So, in a 5-acre zone the smallest lot in a development would need to be at least 2.5 acres. Additionally, lots created under these provisions would not be able to be further divided in the future unless the zoning is changed.

**Other minor changes** - Planning Staff has also proposed several changes throughout the subdivision and short plat code to bring the code into better consistency with the current application review processes. These changes include the following:

- A new "purpose" section using language from RCW 58.17 stating the purpose of the County's platting regulations.
- Allowing for both paper and mylar plats to be recorded.
- More clearly identifying application requirements, including the necessity for septic, water, and stormwater review.
- Removing outdated or unnecessary language and more clearly establishing the respective roles of County Staff, the Hearing Examiner, and the Board of County Commissioners.
- Removing the requirement for a SEPA checklist for all short plats and making the County's SEPA policies consistent with the State's SEPA exemptions.

### SEPA Text Amendments (Title 16 – Attachment 3)

Title 16 establishes the County's rules for implementation of the State Environmental Policy Act (SEPA). This title requires all short plats to be reviewed under SEPA; however, land divisions of 4 lots or less are exempted from SEPA review under WAC 197-11-800, unless the short plat includes "lands covered by water". The proposal would make the County's code consistent with state requirements by removing this unnecessary SEPA requirement and would remove a potential barrier to development of short plats.

**ORDINANCE No. 2020-06**

**AN ORDINANCE ADOPTING VARIOUS AMENDMENTS TO THE SUBDIVISION CODE (TITLE 17), ZONING CODE (TITLE 21), AND SEPA CODE (TITLE 16)**

**WHEREAS**, RCW 36.70 authorizes Skamania County (the County) to adopt or amend zoning regulations; and

**WHEREAS**, RCW 58.17 authorizes counties to adopt and amend platting regulations, including provisions for subdivisions and short plats; and

**WHEREAS**, the County has adopted subdivision and short plat regulations in Title 17; and

**WHEREAS**, the County has adopted zoning regulations in Title 21; and

**WHEREAS**, the County has adopted State Environmental Policy Act (SEPA) regulations in Title 16; and

**WHEREAS**, in response to receipt of public comment and completion of a Buildable Lands Inventory and Housing Needs Analysis in 2020, the County's Community Development Department and Planning Commission have reviewed the aforementioned titles for the purpose of reducing regulatory burdens on property owners and protecting the general health, safety, and welfare of the public; and

**WHEREAS**, the Community Development Department and Planning Commission have proposed various amendments to Title 17, Title 21, and Title 16; and

**WHEREAS**, the Planning Commission, having provided proper notice in the Skamania County Pioneer, and with a quorum present, conducted a public hearing at its August 18, 2020, meeting; and

**WHEREAS**, the Planning Commission, after said hearing, voted to recommend approval of these various text amendments; and

**WHEREAS**, a SEPA Determination of Non-Significance (DNS) was issued on August 5, 2020, after environmental review of the draft text was completed; and

**WHEREAS**, the amendments will reduce regulatory burdens on property owners; and

**WHEREAS**, the amendments protect the general health, safety, and welfare of the public; and

**WHEREAS**, the Board of County Commissioners approved Ordinance 2020-06 on September 29, 2020.

**NOW THEREFORE BE IT HEREBY ORDAINED AND ESTABLISHED** the Board of County Commissioners adopts Ordinance 2020-06, amending the Skamania County Code as follows:

**SECTION 1:** Title 21 is amended as shown in Attachment 1.



Attachment 1

TITLE 21 TEXT AMENDMENTS

- 1 **Chapter 21.65 - CARSON FINAL ZONING**  
2  
3 **21.65.060 High density residential zone classification (HDR).**  
4 A. Allowable Uses.  
5 8. Light home industry, consistent with Chapter 21.70 of this title.  
6 9. Cottage occupations, consistent with Chapter 21.70 of this title.  
7 B. Administrative Review Uses.  
8 ~~2. Light home industry, consistent with Chapter 21.70 of this title.~~  
9 ~~3. Cottage occupations, consistent with Chapter 21.70 of this title.~~  
10  
11 **21.65.070 Rural residential zone classification (RR).**  
12 A. Allowable Uses.  
13 10. Light home industry, consistent with Chapter 21.70 of this title.  
14 11. Cottage occupations, consistent with Chapter 21.70 of this title.  
15 B. Administrative Review Uses.  
16 ~~1. Light home industry, consistent with Chapter 21.70 of this title.~~  
17 ~~2. Cottage occupations, consistent with Chapter 21.70 of this title.~~  
18  
19 **21.65.080 Rural estate zone classification (RE).**  
20 A. Allowable Uses.  
21 10. Light home industry, consistent with Chapter 21.70 of this title.  
22 11. Cottage occupations, consistent with Chapter 21.70 of this title.  
23 B. Administrative Review Uses.  
24 ~~1. Light home industry, consistent with Chapter 21.70 of this title.~~  
25 ~~2. Cottage occupations, consistent with Chapter 21.70 of this title.~~  
26

Attachment 2

TITLE 17 TEXT AMENDMENTS

1 Chapter 17.04 – GENERAL PROVISIONS

2 **17.04.005 Purpose.**

3 The purpose of this title is to regulate the division of land and to promote the public health, safety and general  
4 welfare in accordance with standards established by RCW 58.17 to prevent the overcrowding of land; to lessen  
5 congestion in the streets and highways; to promote effective use of land; to promote safe and convenient travel by  
6 the public on streets and highways; to provide for adequate light and air; to facilitate adequate provision for water,  
7 sewerage, parks and recreation areas, sites for schools and schoolgrounds and other public requirements; to provide  
8 for proper ingress and egress; to provide for the expeditious review and approval of proposed subdivisions which  
9 conform to zoning standards and local plans and policies; to adequately provide for the housing and commercial  
10 needs of the citizens of Skamania County; and to require uniform monumenting of land divisions and conveyancing  
11 by accurate legal description.  
12

13 **17.04.010 Applicability.**

14 . . .

15 B. Exemptions. The provisions of Chapters 17.04 through 17.61 shall not apply to:

16 . . .

17 7. A one-time division of land creating one lot of 5 acres or larger, provided that:

18 (1) any created lot would satisfy the minimum lot size and dimensional requirements of the zoning  
19 designation in which it is located;

20 (2) the parent parcel from which the proposed parcel to be segregated from was in existence in its current  
21 configuration on January 1, 2020;

22 (3) the deed shall be recorded with a note stating that Skamania County provides no warranty that the  
23 parcel has been reviewed for buildability, water availability, sewer, or access. Buyers of such lots shall  
24 perform their own due diligence regarding the ability to develop, obtain water, develop a septic system, and  
25 access the parcel; and

26 (4) the remainder parcel resulting from this land division shall also be at least 5 acres in size and shall  
27 comply with SCC 17.04.010(B)(7)(1) and SCC 17.04.010(B)(7)(3).  
28  
29

30 **17.04.020 Administration.**

31 ~~General. The county planning director~~ Community Development Director or the Community Development  
32 Director’s designee, hereinafter referred to as the administrator, is vested with the duty of administering subdivisions  
33 and platting regulations within the unincorporated areas of the county, subject to the review of the hearing examiner.  
34 ~~The planning director may appoint an assistant planner within the planning department to be the administrator. (Ord.~~  
35 ~~2007-02 (part); Ord. 1992-03 (part); Ord. 1985-03 § 4.0)~~

36

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37 Chapter 17.08 – DEFINITIONS

38 “Standard sheet” means ~~twenty two inches by thirty two~~ eighteen inches by twenty-four inches with a one-half inch  
39 border on three edges and a two-inch border along the left hand edge for binding purposes. For final plat the material  
40 shall be a reproducible (mylar) polyester film or paper approved by the county auditor.  
41

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42 Chapter 17.12 – PRELIMINARY PROCEDURES

43 **17.12.010 Application and preliminary plat submission.**

44 A. Any person intending to subdivide land in an unincorporated area of Skamania County shall obtain a subdivision  
45 ~~notification application~~ form and an environmental ~~SEPA checklist form~~ from the county planning department.

46 These completed forms, and the preliminary plat and any restrictive covenants proposed upon land within the  
47 subdivision shall then be submitted to the planning department, and a date of receipt shall be affixed onto these

Attachment 2

TITLE 17 TEXT AMENDMENTS

1 documents. When required, other related application forms including land division water, land division septic,  
2 critical areas, and clear and grade applications shall be submitted with the subdivision application form.

3 B. When the administrator determines that the items required by Section 17.24.050, General standards, have been  
4 met, the administrator shall circulate the preliminary plat, any restrictive covenants, and the ~~environmental~~ SEPA  
5 checklist to the applicable agencies listed in Section 17.12.060. If the requirements in Section 17.24.050 have not  
6 been satisfactorily met, the administrator shall inform the subdivider of the inadequacies in writing and request the  
7 deficiencies be corrected prior to submitting the preliminary plat, restrictive covenants, and ~~environmental~~ SEPA  
8 checklist to the agencies in Section 17.12.060

9 ...

10 **17.12.020 Time limitation for approval or disapproval of preliminary plats.**

11 Preliminary plats shall be approved, disapproved or returned to the applicant for modification or correction within  
12 ninety days from the date of filing unless the applicant consents to an extension of this time period; provided, that if  
13 an environmental impact statement is required as provided in RCW Section 43.21C.030, the ninety-day period shall  
14 not include the time spent preparing and circulating the environmental impact statement. The ninety-day period shall  
15 also not include any time required by the applicant to complete the submission of any supplementary reports or  
16 documentation required by the associated SEPA determination, such as drainage or stormwater reports and road  
17 construction plans.(Ord. 1985-03 § 6.20)

18 **17.12.030 ~~Preliminary conference~~Pre-application meeting.**

19 When the administrator deems it necessary or at the request of the subdivider, a ~~conference~~ pre-application meeting  
20 may be called between the subdivider or his agent and the agencies involved with plat review prior to submission of  
21 a preliminary plat and the ~~environmental~~ SEPA checklist. The administrator shall provide in writing, a summary of  
22 meeting minutes and any action items from the meeting within 14 days after the meeting. (Ord. 1985-03 § 6.30)

23 ...

24 **17.12.060 Preliminary plat distribution.**

25 A. The administrator shall distribute the preliminary plat and the ~~environmental~~ SEPA checklist or environmental  
26 impact statement and any restrictive covenants to the following agencies:

- 27 1. County engineer;
- 28 2. ~~Southwest Washington health district~~ Local health authority;
- 29 3. Public utility district;
- 30 4. Fire district and/or department of natural resources in which proposed subdivision is located;
- 31 5. ~~Community council in which proposed subdivision is located~~;
- 32 6. ~~Washington Columbia Gorge Commission if the proposed subdivision is located within the boundary of the~~  
33 ~~Columbia River Gorge~~;
- 34 7. ~~To any city council adjacent to or within one mile of the proposed subdivision which contemplates the use~~  
35 ~~of any city utilities~~;
- 36 8. ~~To the Washington State Department of Transportation or its successor, if the proposed subdivision is~~  
37 ~~located adjacent to the right-of-way of a state highway~~;
- 38 9. ~~To the Washington State Department of Ecology, or its successor, if the proposed subdivision lies within a~~  
39 ~~flood control zone designated pursuant to Chapter 86.16 RCW~~;
- 40 10. ~~Other utilities (e.g., telephone, cable television)~~;

Attachment 2

TITLE 17 TEXT AMENDMENTS

1 449. Other relevant agencies as deemed by the administrator.

2 ...

3 **17.12.070 Hearing examiner hearing date.**

4 ...

5 B. The administrator shall forward copies of the agency's comments and recommendations to the subdivider and  
6 hearing examiner at least ten days prior to the preliminary plat public hearing. (Ord. 2007-02 (part); Ord. 1985-03 §  
7 6.70)

---

9 **Chapter 17.16 – HEARING EXAMINER REVIEW**

10 ~~**17.16.070 — Unapproved plat not to be filed — Prosecuting attorney — County auditor — Action.**~~

11 ~~The county auditor shall refuse to accept any plat for filing until the hearing examiner has given approval of the plat.~~  
12 ~~Should a plat or dedication be filed without such approval, the prosecuting attorney shall apply for a writ of mandate~~  
13 ~~in the name of, and on behalf of, the hearing examiner, directing the auditor and assessor to remove from their filed~~  
14 ~~or records the unapproved plat, or dedication of record. (Ord. 2007-02 (part))~~

---

16 ~~**Chapter 17.20 - BOARD ACTION**~~

17 ~~**17.20.010 — Public meeting.**~~

18 ~~Upon receipt of the planning commission's preliminary plat recommendation the board shall at its next public~~  
19 ~~meeting set the date for the public meeting where it may adopt or reject the recommendations of the planning~~  
20 ~~commission. (Ord. 1985-03 § 8.10)~~

21 ~~**17.20.020 — Public hearing.**~~

22 ~~If, after considering the planning commission's recommendation at a public meeting, the board deems that a change~~  
23 ~~in the planning commission's recommendation approving or disapproving any preliminary plat is necessary, the~~  
24 ~~change of the recommendation shall not be made until the board conducts a public hearing and thereupon adopts its~~  
25 ~~own recommendations and approves or disapproves the preliminary plat. (Ord. 1985-03 § 8.20)~~

26 ~~**17.20.030 — Submission for approval.**~~

27 ~~A preliminary plat of proposed subdivisions and dedications of land shall be submitted for approval to the board.~~  
28 ~~Unless an applicant for preliminary plat approval requests otherwise, a preliminary plat shall be processed~~  
29 ~~simultaneously with applications for rezones, variances, planned unit developments, site plan approvals and similar~~  
30 ~~quasijudicial or administrative actions to the extent that procedural requirements applicable to these action permit~~  
31 ~~simultaneous processing. (Ord. 1985-03 § 8.30)~~

32 ~~**17.20.040 — Approval or disapproval of subdivision and dedication — Factors to be considered — Finding —**~~  
33 ~~**Release from damages.**~~

34 ~~The board shall inquire into the public use and interest proposed to be served by the establishment of the subdivision~~  
35 ~~and dedication. It shall determine if appropriate provisions are made for, but not limited to, the public health, safety~~  
36 ~~and general welfare, for open spaces, drainage ways, streets, alleys, other public ways, potable water supplies,~~  
37 ~~sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds, and shall consider all other relevant~~  
38 ~~facts and determine whether the public interest will be served by the subdivision and dedication. If it finds that the~~  
39 ~~proposed plat makes appropriate provisions for the public health, safety, and general welfare and for such open~~  
40 ~~spaces, drainage ways, streets, alleys, other public ways, potable water supplies, sanitary wastes, parks and~~  
41 ~~recreation, playgrounds, schools and schoolgrounds, and shall consider all other relevant facts, including sidewalks~~  
42 ~~and other planning features that assure safe walking conditions, and that the public use and interest will be served by~~  
43 ~~the platting of such subdivision and dedication, then it shall be approved. If it finds that the proposed plat does not~~  
44 ~~make such appropriate provisions, or that the public use and interest will not be served, then the board may~~

Attachment 2

TITLE 17 TEXT AMENDMENTS

disapprove the proposed plat. Dedication of land to any public body may be required as a condition of subdivision approval and shall be clearly shown on the final plat. The board shall not as a condition to the approval of any plat require a release from damages to be procured from other property owners. The board shall also consider the physical characteristics of a proposed subdivision site and may disapprove a proposed plat because of flood, inundation, or swamp conditions. Construction of protective improvements may be required as a condition of approval, and such improvements shall be noted on the final plat. (Ord. 1992-08 (part); Ord. 1985-03 § 8.40)

**17.20.050 — Decision by board.**

Every decision by the board shall be in writing and shall include findings of fact and conclusions to support the board's decision. Such findings of fact shall include a determination as to whether the preliminary plat is in conformity with the minimum lot size requirement under the county comprehensive plan or any applicable zoning map. (Ord. 1985-03 § 8.50)

**17.20.060 — Records.**

The board's proceedings concerning preliminary plats shall be recorded by the clerk of the board and shall be open to public inspection. A copy of the proceedings shall be forwarded to the administrator for his files. (Ord. 1985-03 § 8.60)

**17.20.070 — Unapproved plat not to be filed — Prosecuting attorney — County auditor — Action.**

The county auditor shall refuse to accept any plat for filing until approval of the plat has been given by the board. Should a plat or dedication be filed without such approval, the prosecuting attorney shall apply a writ of mandate in the name of, and on behalf of, the board, directing the auditor and assessor to remove from their files or records the unapproved plat or dedication of record. (Ord. 1985-03 § 21.0)

---

**Chapter 17.24 – PRELIMINARY PLAT**

**17.24.020 Time limitations for preliminary plat approval.**

A final plat, meeting all requirements of Chapters 17.04 through 17.61 and conditions imposed by the hearing examiner for final plat approval, shall be submitted to the hearing examiner/administrator for approval within five years of the date of preliminary plat approval; provided that, this five-year time period shall retroactively apply to any preliminary plat pending under Skamania County Subdivision and Platting Ordinance No. 1971-1 where the authority to proceed with the filing of a final plat has not lapsed under said Ordinance No. 1971-1. An applicant who files a written request with the hearing examiner/administrator at least thirty days before the expiration of this five-year period shall be granted a one-year extension upon a showing that the applicant has attempted in good faith to submit the final plat within the five-year period. (Ord. 2007-02 (part); Ord. 1985-03 § 9.20)

**17.24.030 Approval—Other extensions of time.**

Other extensions of time may be granted by the hearing examiner/administrator if the preliminary plat still meets the requirements of state law and county ordinances in effect at the time of preliminary plat approval, and the hearing examiner/administrator makes a finding under Section 17.20.040 that the preliminary plat still serves the public interest. The hearing examiner shall notify the administrator of its consideration of any other extension(s) of preliminary plat approval. If the preliminary plat does not meet the requirements of Chapter 58.17 RCW and any other applicable state law or county ordinances at the time an extension is applied for under this section, the hearing examiner/administrator may, after reviewing the conditions of approval and making a finding under Section 17.20.040 that the plat still serves the public interest, grant an extension of time subject to the final plat meeting the requirements of Chapter 58.17 RCW, and any other applicable state law and county ordinances at the time of the preliminary plat extension approval date. Any other time extensions shall not exceed a period of one year in duration for each additional extension of time. (Ord. 2007-02 (part); Ord. 1985-03 § 9.30)

...

**17.24.050 General standards.**

...

Attachment 2

TITLE 17 TEXT AMENDMENTS

1 C. The plat shall be accompanied by a drainage report including a stormwater management plan which complies  
2 with the Western Washington Stormwater Management Manual of 2019 or latest revision as allowed by the county  
3 engineer. The Stormwater Management Plan shall contain a site-specific Western Washington Hydrology Model  
4 (WWHM) subject to review by the county engineer. Any physical stormwater management facilities shall be  
5 depicted on the plat along with any easements associated with stormwater facilities.

---

7 **Chapter 17.28 – FINAL PLAT**

8 **17.28.010 Approval—Filing period.**

9 A. A final plat may be filed with the administrator at any time within the preliminary plat approval period (~~three-five~~  
10 years or an approved extension time, Sections 17.24.010 through 17.24.040).

11 ...

12 **17.28.030 Distribution prior to approval.**

13 ...

14 B. The county engineer shall certify that the requirements of Chapter 17.44, Survey, have been met, any roads and  
15 bridges developed in conjunction with the plat meet the requirements of either the county and/or private road  
16 standards ordinance, approve the layout of such roads, stormwater management facilities and the construction of any  
17 other structures required for final plat approval meet standard engineering specifications.

18 ...

19 **17.28.100 Standards—Map.**

20 ...

21 N. Subdivisions containing critical areas shall depict the boundary of the critical area on the plat  
22 map and provide any notices required by Skamania County Code Title 19.

---

24 **Chapter 17.32 – DEDICATIONS**

25 **17.32.020 Dedication to corporation.**

26 Land in a subdivision may be dedicated to a homeowner’s association for roads, pedestrian walkways, water and  
27 sewer systems, playgrounds and recreational uses, protective improvements, stormwater facilities or other general  
28 purposes if the hearing examiner determines that the public interest will be served thereby. The homeowner’s  
29 articles of incorporation shall provide that membership in the organization shall be appurtenant to ownership of land  
30 in the subdivision; that the corporation is empowered to assess the said land for costs of construction and  
31 maintenance of the improvements and property owned by the corporation, and that such assessments shall be a lien  
32 upon the land. The hearing examiner may impose such other conditions, as it deems appropriate to assure that  
33 property and improvements owned by the corporation will be adequately constructed and maintained. (Ord. 2007-02  
34 (part): Ord. 1985-03 § 11.20)

---

36 **Chapter 18.36 – DESIGN STANDARDS**

37 **17.36.010 General.**

38 All roads, bridges, drains, culverts, sidewalks, curbs, stormwater facilities~~sewers~~, fire protection systems and related  
39 structures or devices shall be constructed in accordance with standards currently in effect at the time of construction.  
40 These standards shall be those contained in Chapters 17.04 through 17.60 or those promulgated by the board or may  
41 be other than a county standard if approved by the county or required by state law. (Ord. 1985-03 § 12.10)

Attachment 2

TITLE 17 TEXT AMENDMENTS

1 ...

2 **17.36.030 ~~Standard m~~ Minimum lot sizes, dimensions and proportions.**

3 A. Minimum lot sizes and dimensions shall be in conformity with any applicable zoning ordinance or county  
4 comprehensive land use plan.

5 B. Lot size averaging may be used to satisfy the minimum lot size. The individual lots in a subdivision shall be  
6 considered in compliance with minimum lot size requirements if the average area of all the lots in the subdivision  
7 meets the minimum requirement for the zoning designation in which the short plat or plat is located, provided:

8 (1) that no individual lot therein shall be reduced more than 50% percent from the minimum required area; and

9 (2) that no lot in any subdivision approved for lot size averaging under this provision shall be further divided, unless  
10 the zoning designation is changed such that the minimum lot size for the zone is less than or equal to the size of the  
11 smallest lot in the subdivision. This provision shall be enforced by the inclusion of a note on the recorded plat map.

12 ~~B. The minimum lot size and dimensions for any subdivision not included under a zoned area of the county, or the~~  
13 ~~county comprehensive land use plan, or the county shoreline management master program shall be:~~

14 ~~1. Where water supply is individual wells and individual sewage disposal systems are used, the minimum lot~~  
15 ~~size shall be two acres. Minimum lot width shall be two hundred feet;~~

16 ~~2. Where an adequate public water supply and individual sewage disposal systems are used, the minimum lot~~  
17 ~~size shall be twelve thousand five hundred square feet. Minimum lot width shall be ninety feet and minimum~~  
18 ~~lot depth shall be one hundred twenty feet;~~

19 ~~3. Where adequate public water supply and adequate public sewer lines are used, the minimum lot size shall be~~  
20 ~~eight thousand square feet. Minimum lot width shall be seventy feet;~~

21 ~~4. Subdivisions B1, 2 or 3 of this section shall be the applicable lot size for the Rural I land use area of the~~  
22 ~~Skamania County comprehensive land use plan. The Rural II and conservation land use areas are a minimum of~~  
23 ~~two acres and ten acres respectively;~~

24 ~~5. For purposes of computing the size of lots in subdivision B1 of this section, the lot area may include public~~  
25 ~~road rights of way and private road easements; provided, said rights of way and easements shall not exceed~~  
26 ~~sixty feet in overall width for purposes of lot area computation;~~

27 ~~6. For purposes of computing the lot size in subdivisions B2 and 3 of this section, the lot area may not include~~  
28 ~~public road rights of way and private road easements;~~

29 ~~7. In any of the subdivisions B1 through 4 of this section, the lot depth should not exceed the lot width by more~~  
30 ~~than a ratio of four to one, being the depth. Access panhandles shall not be taken into account as part of the area~~  
31 ~~calculations relative to minimum lot sizes indicated above. (Ord. 1985-03 § 12.12)~~

32 ...

33 **17.36.060 Lot access.**

34 A. Every lot shall be provided with satisfactory access by a public road connecting to an existing public road, or by  
35 an easement which is permanent and inseparable from the lot served. Easements shall meet the minimum  
36 requirements of the Skamania County Private Road Standards.

37

---

38 **Chapter 17.61 - PLAT ALTERATION—PLAT VACATION**

Attachment 2

TITLE 17 TEXT AMENDMENTS

1 **17.61.010 Plat alteration.**

2 B. Upon receipt of an application for alteration, the administrator ~~hearing examiner~~ shall provide notice of the  
3 application to all owners of property within a subdivision, and as provided for in Sections 17.12.020 and 17.12.080.  
4 The notice shall establish a date for public hearing.

5

---

6 **Chapter 17.64 - SHORT PLATS AND SHORT SUBDIVISIONS**

7 ~~**17.64.010—Conformity with comprehensive land use plan required.**~~

8 ~~From and after June 22, 1981, all subdivisions and short plats shall conform to the county comprehensive land use~~  
9 ~~plan in existence at the time of application for subdivision or short plat is made, subject to Skamania County Code,~~  
10 ~~Chapters 17.64 and 17.52. (Ord. 2004-01 (part))~~

11 ~~**17.64.015—Conformity with the national scenic area required.**~~

12 ~~All short subdivisions located within the national scenic area shall be reviewed for consistency with this chapter~~  
13 ~~after approval has been granted per Skamania County Code Title 22. If a conflict arises between the requirements of~~  
14 ~~Title 22 and this chapter then Title 22 shall be controlling. (Ord. 2004-01 (part))~~

15 ...

16 **17.64.040 Exemptions from chapter applicability.**

17 ...

18 H. A one-time division of land creating one lot of 5 acres or larger, provided that:

19 (1) any created lot would satisfy the minimum lot size and dimensional requirements of the zoning designation in  
20 which it is located;

21 (2) the parent parcel from which the proposed parcel to be segregated from was in existence in its current  
22 configuration on January 1, 2020;

23 (3) the deed shall be recorded with a note stating that Skamania County provides no warranty that the parcel has  
24 been reviewed for buildability, water availability, sewer, or access. Buyers of such lots shall perform their own due  
25 diligence regarding the ability to develop, obtain water, develop a septic system, and access the parcel; and

26 (4) the remainder parcel resulting from this land division shall also be at least 5 acres in size and shall comply with  
27 SCC 17.04.010(B)(7)(1) and SCC 17.04.010(B)(7)(3).

28

29 ...

30 **17.64.060 Procedures required generally—Distribution.**

31 A. Any property owner intending to divide land by this chapter shall obtain a short plat application from the  
32 department. The applicant may then complete the application listing all required information as outlined within  
33 Section 17.64.155-070 of this chapter.

34 ~~1. Prior to the submission of a short plat application it shall be the responsibility of the short plat subdivider to~~  
35 ~~inquire to the district health officer in order to ascertain whether lot sizes larger than required under Section~~  
36 ~~17.64.155, standard minimum lot sizes, dimensions and proportions of this chapter are recommended for the~~  
37 ~~intended lot use.~~

38 ~~2. For lots intended for residential use or other building structures, the district health officer shall require a site~~  
39 ~~evaluation test to determine whether the lots are suitable for subsurface sewage disposal. If larger lots are~~  
40 ~~recommended, the district health officer shall forward a statement in writing to the short plat subdivider and a~~

Attachment 2

TITLE 17 TEXT AMENDMENTS

1 copy to the administrator to this effect and specify the lot sizes, and reasons and conditions for the  
2 recommendation.

3 ...

4 **17.64.065 Pre-application meeting.**

5 When the administrator deems it necessary or at the request of the subdivider, a pre-application meeting may be  
6 called between the subdivider or his agent and the agencies involved with plat review prior to submission of a  
7 preliminary plat and the SEPA checklist. The administrator shall provide in writing, a summary of meeting minutes  
8 and any action items from the meeting within 14 days after the meeting.

9 ...

10 **17.64.090 Application—Supporting documents required.**

11 A. Every short plat application shall be required to include a title report for legal proceedings confirming that title of  
12 the lands described by the short subdivision is in the name of the owner(s) signing the certificate as noted in Section  
13 17.64.080(G)(3) and showing restrictions encumbering the land. Title reports shall not be more than two months old  
14 at the date of recording the short plat. (Ord. 2004-01 (part))

15 B. For plats intended for residential use or other building structures, a land division septic and land division water  
16 application shall be required. Applicants may provide a water availability study completed by a Washington State  
17 Licensed Hydrogeologist as an alternative to completing the land division water application.

18 C. The plat shall be accompanied by a drainage report including a stormwater management plan which complies  
19 with the Western Washington Stormwater Management Manual of 2019 or latest revision as allowed by the county  
20 engineer. The Stormwater Management Plan shall contain a site-specific Western Washington Hydrology Model  
21 (WWHM) subject to review by the county engineer. Any physical stormwater management facilities shall be  
22 depicted on the plat along with any easements associated with stormwater facilities.

23  
24 D. A SEPA checklist is required when any wetlands, lakes, ponds, streams, or rivers are located within the boundary  
25 of the proposed short plat.

26 ...

27 **17.64.155 ~~Standard in~~ Minimum lot sizes, dimensions and proportions.**

28 A. Minimum lot sizes and dimensions shall be in conformity with any applicable zoning ordinance or the county  
29 comprehensive land use plan.

30 B. Lot size averaging may be used to satisfy the minimum lot size. The individual lots in a subdivision shall be  
31 considered in compliance with minimum lot size requirements if the average area of all the lots in the subdivision  
32 meets the minimum requirement for the zoning designation in which the short plat or plat is located, provided:

33 (1) that no individual lot therein shall be reduced more than 50% percent from the minimum required area; and

34 (2) that no lot in any subdivision approved for lot size averaging under this provision shall be further divided, unless  
35 the zoning designation is changed such that the minimum lot size for the zone is less than or equal to the size of the  
36 smallest lot in the subdivision. This provision shall be enforced by the inclusion of a note on the recorded plat map.

37 C. Prior to the submission of a short plat application it shall be the responsibility of the short plat applicant to inquire  
38 to the district health officer in order to ascertain whether larger lot sizes are recommended for the intended lot use.

39 ~~A. The minimum lot size and dimensions for any short subdivision not included under a zoned area of the county or~~  
40 ~~the county comprehensive land use plan shall be:~~

41 ~~1. Where water supply is individual wells and individual sewage disposal systems are used, the minimum lot~~  
42 ~~size shall be two acres. Minimum lot width shall be two hundred feet.~~

Attachment 2

TITLE 17 TEXT AMENDMENTS

1 ~~2. Where an adequate public water supply and individual sewage disposal systems are used, the minimum lot~~  
2 ~~size shall be twelve thousand five hundred square feet. Minimum lot width shall be ninety feet and minimum~~  
3 ~~lot depth shall be one hundred and twenty feet.~~

4 ~~3. Where adequate public water supply and adequate public sewer lines are used, the minimum lot size shall be~~  
5 ~~eight thousand square feet. Minimum lot width shall be seventy feet.~~

6 ~~4. For purposes of computing the size of lots in subsections (A)(1), (A)(2) or (A)(3) of this section, shall be the~~  
7 ~~applicable lot size for the Rural I land use area of the Skamania County comprehensive land use plan.~~

8 B.

9 ~~1. For purposes of computing the size of lots in subsection (A)(1) of this section, the lot area may include~~  
10 ~~public road rights of way and private road easements; provided said rights of way and easements shall not~~  
11 ~~exceed sixty feet in overall width for purposes of lot area computation.~~

12 ~~2. For purposes of computing the size of lots in subsections (A)(2) and (A)(3) of this section, the lot area may~~  
13 ~~not include public road rights of way and private road easements;~~

14 ~~C. In any of subsections (A)(1) through (A)(4) of this section, the lot depth should not exceed the lot width by more~~  
15 ~~than a ratio of four to one, four being the depth. Access panhandles shall not be taken into account as part of the area~~  
16 ~~calculations relative to minimum lot sizes indicated above. (Ord. 2004-01 (part))~~

17

**Attachment 3**

**TITLE 16 TEXT AMENDMENTS**

1 **Chapter 16.04 SEPA RULES**

2 ...

3

4 **16.04.060 Use of exemptions.**

5 A. If a proposal includes both exempt and nonexempt actions, the county may authorize exempt actions prior to  
6 compliance with the procedural requirements of this chapter, except that:

7 1. The county shall not give authorization for:

8 a. Any nonexempt action; or

9 b. Any action that would have an adverse environmental impact; or

10 c. Any action that would limit the choice of alternatives.

11

12 ~~B. All subdivisions, short subdivisions and amendments to subdivisions or short subdivisions that increase the~~  
13 ~~original number of approved lots require an environmental checklist review.~~

4:30 pm

RCW 42.30.110(1)(g) - Performance

# OPMA – EXECUTIVE SESSIONS

# CHECKLIST

For Local Government Success



The Open Public Meetings Act (OPMA) requires specific steps be taken in order to hold an executive session. Use this checklist to guide your agency's compliance with the OPMA related to executive sessions.\*

	Requirement	Completed
Meeting	An executive session can only be held as part of a regular or special meeting.	<input checked="" type="checkbox"/>
Purpose	The presiding officer announces in open session the purpose of the executive session.	<input checked="" type="checkbox"/>
End Time	The presiding officer announces in open session the time the executive session will end.	<input checked="" type="checkbox"/>
Legal Counsel	Legal counsel is present during the executive session, if required.	<input checked="" type="checkbox"/>
Confidentiality	At the start of the executive session, participants are reminded that discussions are confidential.	<input checked="" type="checkbox"/>
Topics	Local governments can discuss the following topics set forth in RCW 42.30.110(1) in executive session:	
	• Matters affecting national security. RCW 42.30.110(1)(a)(i).	<input type="checkbox"/>
	• Infrastructure and security of agency computer and telecommunications network. RCW 42.30.110(a)(ii). See back of page. <b>Note:</b> Requires presence of legal counsel.	<input type="checkbox"/>
	• Real estate sale, purchase, or lease if a likelihood that disclosure would increase price. RCW 42.30.110(1)(b), (c). If agency is seller/lessor, only minimum price may be discussed & factors influencing price must be discussed in public session. <i>Columbia Riverkeeper v. Port of Vancouver.</i>	<input type="checkbox"/>
	• Consideration of the minimum offering price for sale or lease of real estate if there's a likelihood that disclosure would decrease the price. RCW 42.30.110(1)(c). See back of page. <b>Note:</b> Final action selling or leasing public property must be taken in open session.	<input type="checkbox"/>
	• Negotiations on the performance of a publicly bid contract. RCW 42.30.110(1)(d). See back of page.	<input type="checkbox"/>
	• Complaints or charges brought against a public officer or employee. RCW 42.30.110(1)(f). <b>Note:</b> At accused's request, discussion must be in open session.	<input type="checkbox"/>
	• Qualifications of an applicant for public employment. RCW 42.30.110(1)(g). See back of page.	<input type="checkbox"/>
	• Performance of a public employee. RCW 42.30.110(1)(g). See back of page.	<input checked="" type="checkbox"/>
	• Qualifications of an applicant/candidate for appointment to elective office. RCW 42.30.110(1)(h). See back of page.	<input type="checkbox"/>
	• Agency enforcement actions. RCW 42.30.110(1)(i). See back of page. <b>Note:</b> Requires presence of legal counsel.	<input type="checkbox"/>
	• Current or potential litigation. RCW 42.30.110(1)(i). See back of page. <b>Note:</b> Requires presence of legal counsel.	<input type="checkbox"/>
• Legal risks of current or proposed action. RCW 42.30.110(1)(i). See back of page. <b>Note:</b> Requires presence of legal counsel.	<input type="checkbox"/>	
Extended End Time	If the executive session is not completed by the originally announced end time, the presiding officer announces the extended end time in open session before returning to executive session.	<input type="checkbox"/>
Resumption	Open session is not resumed until after the announced end time.	<input type="checkbox"/>

Meeting Date 9/22/20 Form Completed By X Robert Hamlin  
Attendees Tom Lannen, Richard Mahar, Debi Van Camp, HR Chair

\*DISCLAIMER: This checklist is meant to provide summary information on executive sessions; the checklist is not intended to be regarded as specific legal advice. Consult with your agency's attorney about this topic as well. December 2018