

SKAMANIA COUNTY BOARD OF HEALTH

Agenda for September 9, 2020

1:30 PM

Skamania County Courthouse
240 NW Vancouver Avenue, Room 18
Stevenson, WA 98648

Board of Health 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

Wednesday, September 9, 2020

Call to Order

Public Comment (3 minutes)– Due to COVID-19, Telephone attendance only for public, call in using one of the numbers above, and entering the Meeting ID number when prompted.

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 August 11, 2020
2. Ratify contract with Susan Sinclair, ARNP approved by Board of Commissioners on August 18, 2020
3. Ratify contract with Department of Health approved by Board of Commissioners on August 18, 2020

Community Health report – Kirby Richards, Community Health Administrative Director

- COVID updates
- Immunizations
- Food permits

Health Officer report - Dr. Steven Krager, Deputy Health Officer

Environmental Health report - Tim Elsea, Public Works Director

Adjourn

MINUTES OF SKAMANIA COUNTY BOARD OF HEALTH MEETING

August 11, 2020

Skamania County Courthouse
240 NW Vancouver Avenue, Room 18
Stevenson, WA 98648

The meeting was called to order at 1:30 p.m. on August 11, 2020 at the Skamania County Courthouse, 1st Floor Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Board of Health Commissioners, Richard Mahar, Tom Lannen, and Robert Hamlin, Chair present.

Mary Repar, Home Valley resident thanked Kirby Richards of Community Health for the COVID 19 dashboard on the Community Health website and commented that masks should be mandatory.

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

1. Minutes for meeting of July 14, 2020
2. Minutes for special meeting of July 21, 2020
3. Minutes for special meeting of July 28, 2020

Kirby Richards, Community Health Administrative Director reported that Community Health will be contracting with a WIC dietician after being without a dietician for 5-6 months. She also mentioned she will be contracting with an RN for 20-30 hours per week to work on COVID and Public Health. She also reported COVID statistics, testing at Rock Cove Assisted Living and a grant for testing from One Community Health.

Dr. Steven Krager, Deputy Health Officer reported on the differences between rapid and regular COVID testing. He also presented slides depicting updated COVID-19 statistics. The slides included Washington State and Skamania County data, school updates, common questions, and a clinical update of symptoms, treatment and vaccine development.

Tim Elsea, Public Works Director didn't have anything new to update regarding Environmental Health.

The meeting adjourned at 2:26 p.m.

SKAMANIA COUNTY BOARD OF HEALTH

Commissioner


Commissioner

Clerk of the Board of Health

Commissioner

Aye _____
Nay _____
Abstain _____
Absent _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	BOCC 8/25/2020	
<u>SUBJECT</u>	Dept of Health Consolidated Contract 2018-2020 Amendment #15	
<u>ACTION REQUESTED</u>	BOCC Signature and ratify at next BOH meeting	

SUMMARY/BACKGROUND

Amends Department of Health (DOH) Consolidated Contract for Fiscal Period 2018-2020 by the following:

Adds Statement of Work for ELC COVID CARES funds. Amends Statement of Work for Women, Infants and Children Nutrition Program to add funding and special requirement language. Amends Statement of Work for Family Planning Program to provide additional funding.

FISCAL IMPACT

REVENUE CONTRACT

\$39,833

RECOMMENDATION

Sign Contract at next BOH meeting

LIST ATTACHMENTS

- Face Sheet
- Amendment #15
- Exhibit A: Statements of Work
- Exhibit B: Allocations

**SKAMANIA COUNTY PUBLIC HEALTH DEPARTMENT
2018 – 2020 CONSOLIDATED CONTRACT**

CONTRACT NUMBER: CLH18260

AMENDMENT NUMBER: 15

PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as "DOH", and SKAMANIA COUNTY PUBLIC HEALTH DEPARTMENT hereinafter referred to as "LHJ", pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

IT IS MUTUALLY AGREED: That the contract is hereby amended as follows:

1. Exhibit A Statements of Work, attached and incorporated by this reference, are amended as follows:
 - Adds Statements of Work for the following programs:
 - ELC COVID-19 - Effective June 1, 2020
 - Amends Statements of Work for the following programs:
 - Family Planning - Effective December 1, 2019
 - WIC Nutrition Program - Effective January 1, 2018
 - Deletes Statements of Work for the following programs:

2. Exhibit B-15 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-14 Allocations as follows:
 - Increase of \$39,833 for a revised maximum consideration of \$634,574.
 - Decrease of _____ for a revised maximum consideration of _____.
 - No change in the maximum consideration of _____.
Exhibit B Allocations are attached only for informational purposes.

3. Exhibit C-13 Schedule of Federal Awards, attached and incorporated by this reference, amends and replaces Exhibit C-12.

Unless designated otherwise herein, the effective date of this amendment is the date of execution.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

SKAMANIA COUNTY PUBLIC HEALTH
DEPARTMENT

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

 8-25-2020

Date

Date

APPROVED AS TO FORM:


Skamania County Prosecutor

APPROVED AS TO FORM ONLY
Assistant Attorney General

2018-2020 CONSOLIDATED CONTRACT
EXHIBIT A
STATEMENTS OF WORK
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Exhibit A
Statement of Work
Contract Term: 2018-2020

DOH Program Name or Title: ELC COVID-19 - Effective June 1, 2020

Local Health Jurisdiction Name: Skamania County Community Health

Department
Contract Number: CLH18260

SOW Type: Original Revision # (for this SOW)

Funding Source <input checked="" type="checkbox"/> Federal Subrecipient <input type="checkbox"/> State <input type="checkbox"/> Other	Federal Compliance (check if applicable) <input checked="" type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	Type of Payment <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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Period of Performance: June 1, 2020 through December 31, 2020

Statement of Work Purpose: The purpose of this statement of work is to build and strengthen epidemiology, laboratory and health information systems capacity in local health jurisdictions.

Note: Pending execution of an extension to the 2018-2020 consolidated contracts which currently end December 31, 2020, DOH plans to extend the period of performance and funding in this statement of work through December 31, 2021. Unspent funds through December 31, 2020 will be carried forward into the new consolidated contract period beginning January 1, 2021 and will allow for work to continue through December 31, 2021.

Revision Purpose: N/A

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only) Start Date End Date	Current Consideration	Change Increase (+)	Total Consideration
FFY19 COVID CARES	93.323	333.93.32	1891029A	06/01/20 12/31/20	0	27,894	27,894
TOTALS					0	27,894	27,894

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Establish a spending plan and staffing proposal to support the work of COVID-19 case investigation and contact tracing. The spending plan and staffing proposal should include proposed positions and define roles.		Submit spending plan and staffing proposal summary to the DOH Contract Manager.	August 15, 2020	\$27,894 – MI 1891029A – COVID CARES
2	Hire, orient and/or train staff based on the negotiated staffing proposal. Develop a training plan in consultation with DOH that is consistent with the DOH COVID-19 guideline. Training plan will be flexible depending on staff experience and based on for onboarding into new systems.		Staff summary and training plan	September 30, 2020	(\$27,894 for the period 06/01/20-12/31/21)

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3	Conduct case investigations, contact tracing and monitoring in accordance with DOH COVID-19 Infection Reporting and Surveillance Guidelines (DOH 420-107), Appendix 1: Case and Contact Investigation, pages 16-21: https://www.doh.wa.gov/Portals/1/Documents/5100/420-107-Guideline-COVID-19.pdf		Data collected and reported into DOH systems	Daily	

***For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at: <http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

Special Requirements

Federal Funding Accountability and Transparency Act (FFATA)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements/Narrative

All work will be performed in accordance with the revised and approved project plans to be submitted to DOH by July 15, 2020.

Special Billing Requirements

Payment: Upon approval of deliverables and receipt of an invoice voucher, DOH will reimburse for actual allowable costs incurred. Billings for services on a monthly fraction of the budget will not be accepted or approved.

Submission of Invoice Vouchers: The LHJ shall submit correct monthly A19-1A invoice vouchers for amounts billable under this statement of work to DOH by the 25th of the following month or on a frequency no less often than quarterly.

DOH Program Contact

Mike Boysun
DOH, Communicable Disease EPI
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DOH Fiscal Contact

Summer Wurst
DOH, Office of Program Financial Management
PO Box 47840, Olympia, WA 98504-7841
Ph: 360-236-3486/Fax: 360-664-2216 / Summer.Wurst@doh.wa.gov

Exhibit A
Statement of Work
Contract Term: 2018-2020

DOH Program Name or Title: Family Planning - Effective December 1, 2019

Local Health Jurisdiction Name: Skamania County Community Health Department
Contract Number: CLH18260

SOW Type: Revision Revision # (for this SOW) 1

Funding Source <input type="checkbox"/> Federal <Select One> <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	Federal Compliance (check if applicable) <input type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	Type of Payment <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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Period of Performance: December 1, 2019 through December 31, 2020

Statement of Work Purpose: The purpose of this statement of work is to provide family planning services to Washington State residents. These services will comply with all state and DOH Family Planning Manual requirements. This statement of work replaces previous statements of work. It highlights specific requirements, but all must be complied with.

Due dates after December 31, 2020 are for reporting only. LHJ may not bill under this statement of work for work done in January 2021.

Revision Purpose: The purpose of this revision is to provide additional family planning funding to be spent by 6/30/20.

Chart of Accounts Program Name or Title		CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change Increase (+)	Total Consideration
					Start Date	End Date			
Family Planning Cost Share		N/A	334.04.91	78440100	12/01/19	12/31/20	16,434	0	16,434
Family Planning Cost Share		N/A	334.04.91	78440100	12/01/19	06/30/20	0	11,780	11,780
TOTALS							16,434	11,780	28,214

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.	<p>Family Planning Services—excluding abortion and other surgical procedures related to family planning</p> <p>A. Comply with Washington State 2019 Family Planning Manual, Family Planning Network requirements and all state laws. Also see Program Manual, Handbook, Policy References section below.</p> <p>B. Provide medical services, community education and outreach, and staff training, consistent with state requirements:</p>		<ul style="list-style-type: none"> A19 invoice vouchers submitted timely and accompanied with an R&E showing revenue and expenses for the month billed and back up documentation per DOH policy. <i>During the COVID19 crisis you may enter FTE related expenses for family planning staff temporarily assigned to other duties due to COVID19 or staff not working due to</i> 	No more than monthly and no less than quarterly.	Billing must be based on a current cost methodology approved by DOH (see Reporting Requirements table). DOH reserves the right to withhold payment until: <ul style="list-style-type: none"> Compliance issues related to this or a previous SOW are resolved in a way accepted by DOH

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<p>1. LHJ is responsible for making sure all staff have the knowledge to carry out the requirements of the SOW.</p> <p>2. Medical, laboratory, and other services related to abortion are not covered by this task.</p> <p>3. Community education services must be based on the needs of the community.</p> <p>4. Outreach is to ensure all populations in your community understands the services available. Focus your outreach efforts on increasing equity.</p> <p>Washington State Family Planning Network priority populations are:</p> <ul style="list-style-type: none"> • People under 20 years old • People with incomes at or below 250% FPL • People who are uninsured or underinsured • People who require an extra level of confidentiality • People with low English proficiency <p>Extra efforts should be made to provide information and services to people who intersect with multiple priority population categories.</p> <p>Provide all services in accordance with:</p> <ul style="list-style-type: none"> • DOH Family Planning Manual • Other state and federal requirements • LHJ's Current Scope Report (defined below) <p>C. Collect, maintain, and provide data about each family planning clinic visit as defined in the Family Planning Manual.</p> <ol style="list-style-type: none"> 1. Maintain a computer system that includes normal safety precautions against loss of information. 2. Ensure data entry personnel protect confidentiality of CVR data. 		<p><i>COVID19, but still being paid by your organization as paid leave.</i></p> <ul style="list-style-type: none"> • All reports described in Reporting Requirements table below. • Other data and documentation in format requested by DOH. (Includes copies of program and financial audits and reviews including summaries conducted by other entities.) • To facilitate DOH desk reviews—requested documentation available to DOH in requested format. • To facilitate DOH site-visits—appropriate staff and documentation readily available prior to and during review. <p>DOH performs site visits at least every three-years. Follow-up site visits are performed until identified issues are resolved.</p> <p>CVR data submitted to DOH data contractor (Ahlers & Associates) electronically in a format compatible with Ahlers software.</p> <ul style="list-style-type: none"> • Data for each month • Corrected CVR data 	<p>As described in Reporting Requirements table below.</p> <p>As requested by DOH</p> <p>As requested by DOH</p> <p>The last day of the next month. Within thirty (30) days of receiving error/rejection report or request from DOH family</p>	<ul style="list-style-type: none"> • Current data is submitted to, and accepted by, Ahlers. • A19 back up documentation required by DOH has been submitted and approved. • Other deliverables have been met. <p>Payment is limited to the maximum funds available for funding source.</p> <p>DOH will reimburse for:</p> <ul style="list-style-type: none"> • Actual allowable costs according to your approved cost methodology (see Reporting Requirements table). <p>or</p> <ul style="list-style-type: none"> • The amount remaining in the SOW divided by the number of months remaining in the funding source, plus one, whichever is less. <p>Payment will be calculated by R&E provided by DOH (see Reporting Requirements table).</p> <p>All services through 12-31-20 must be billed by 01-31-21.</p>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3.	<p>Have ability to retrieve all information for auditing and monitoring by DOH or its designee.</p> <p>D. Notify DOH contract manager of all:</p> <ul style="list-style-type: none"> Key staff and organizational changes. Proposed clinic site additions. New clinic sites must be approved by DOH before offering services supported by SOW funding. Expected clinic site closures. Note: DOH may, at its sole discretion, recalculate LHJ's funding allocation if it closes a clinic site. Any other change that might affect LHJ's ability to provide the family planning services described in this SOW. 		<p>Email briefly describing change.</p>	<p>planning data manager.</p> <p>As needed to keep information current.</p>	
2.	<p>Abortion and other surgical procedures related to family planning</p> <p>A. LHJ may choose to use up to 3% of its total SOW funds for medical and surgical abortions and other family planning related surgical procedures.</p> <p>B. LHJ must notify the DOH contract manager prior to providing services with SOW funds. DOH will move the appropriate amount to the appropriate funding source. This may or may not require an amendment.</p> <p>C. Comply with Washington State 2019 Family Planning Manual, Family Planning Network requirements and all state laws. Also see Program Manual, Handbook, Policy References section below.</p> <p>D. Eligible clients are those with incomes at or below 250% FPL.</p> <p>E. If LHJ bills for services provided by someone outside their organization the outside provider must agree to accept DOH payment as payment in full. LHJ is responsible for ensuring that the outside provider does not seek additional payment from the client or</p>		<p>Surgical A19 accompanied by Surgical Services Summary and Health Insurance Claim Forms form for each visit billed.</p> <p>DOH will provide Surgical Services Summary forms and surgical A19s as part of R&E workbook for all LHJ's who receive surgical funds.</p>	<p>No more than six (6) months after date service was provided.</p>	<p>DOH will only reimburse LHJ for these services if this SOW includes surgical funds.</p> <p>DOH will pay for services at Health Care Authority (HCA) Medicaid reimbursement amounts.</p> <ul style="list-style-type: none"> This will be considered payment in full. LHJ will not seek additional payment from the client or any other person or organization.

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	any other person or organization. (Also see Payment column.)				

Reporting Requirements:

Title and Purpose	Description	Due
<p>1. Current Scope Report</p> <p>Information required at the beginning this SOW period. This information ensures that DOH has accurate information about LHJ's organization and the services it provides.</p> <p>In addition, elements of this report allow DOH to ensure that Washington State Family Planning Network requirements regarding client fees, required services, requirements. It also provides other information to assist DOH to manage this SOW and the Washington State Family Planning Network as a whole.</p>	<p>This information must be reported using the template or format provided by DOH. All signatures and forms must be completed by 01-31-20 It will include:</p> <p>Information about your agency contacts and your organization's staffing</p> <ul style="list-style-type: none"> A. Head of Organization B. Head of Finance C. Medical Director D. The following (one person might fill more than one role) <ul style="list-style-type: none"> a. Contract Coordinator b. Clinical representative c. Billing contact d. Outreach and education contact e. Contact for CVR data f. Contact for EHR information <p>Information regarding family planning related services offered at each clinic site:</p> <ul style="list-style-type: none"> A. Cost analysis: How LHJ determines what it costs to provide services. LHJ uses this to help construct its fee schedule. A cost analysis must be performed by LHJ no more than three years prior to the start date of this SOW. B. Sliding fee schedule that includes all services required in the Family Planning Manual. Additional Task 1 family planning-related services may also be included on LHJ's sliding fee schedule. <ul style="list-style-type: none"> a. Sliding fee schedule must be based on cost analysis described above. b. LHJ may use the last fee schedule approved prior to this SOW as long as it was approved later than 04-01-19. LHJ must email the DOH contract manager letting them know it is using a prior approved fee schedule. c. LHJ must not implement a revised fee schedule until it has been approved in writing by DOH. C. Income conversion tables must be updated annually and approved by DOH <p>Information related to current Community Outreach Plan</p> <p>LHJ's community outreach plan follows a 5-year cycle. In the first year LHJ must assess, document and disseminate community health needs, this process must include the following steps:</p> <ul style="list-style-type: none"> A. Define the populations LHJ serves and identify opportunities to expand reach within 	<p>01-31-20</p> <p>AND</p> <p>As needed to maintain accuracy of information.</p>

<p>2. Progress Summary Report</p> <p>Summary of activities from previous Family Planning services SOW. This information allows DOH to provide required reports to the federal Office of Population of Affairs.</p> <p>It also informs quality improvement of the Washington State Family Planning Network.</p> <p>3. Family Planning Annual Report (FPAR)</p> <p>Information DOH is requesting to develop trend data. All information is for calendar year 2020 (January through December 2020).</p>	<p>those populations and to unreached populations in each community it serves.</p> <ul style="list-style-type: none"> B. Identify organizations and people representing the broad interests of the community and identify opportunities for partnership and collaboration. C. Gather available data and current assessments (secondary data) D. Seek community perspectives by gathering input from the various populations in LHJ's community (collect primary data) E. Aggregate secondary and primary data and analyze aggregated data F. Prioritize health issues, define areas of unmet need, and incorporate both in plans for outreach and education materials and activities G. Document and disseminate the community health needs assessment to LHJ's FFP consultant and appropriate stakeholders <p>Information related to current Washington State Family Planning Network work plan</p> <p>Periodically, the Family Planning Network develops a statewide work plan. LHJ will be involved in developing and finalizing this plan. Activities focus on improving the strength of the Network and access to Network services for everyone who wants and needs them.</p> <p>Describe plans to address portions of the Network work plan that LHJ is responsible for or involved in. Include a description of the staff involved and timelines related to your activities.</p> <p>Information related to billing and client fees</p> <p>Cost methodology: How LHJ determines appropriate expenses for the purpose of billing DOH.</p> <p>If LHJ cost methodology was approved by DOH after 04-01-19, LHJ does not have to resubmit unless changes were made. LHJ does need to email DOH contract manager informing them that no changes were made.</p> <p>This information must be reported using the template or format provided by DOH. It will include information about LHJ's work during the previous SOW:</p> <ul style="list-style-type: none"> A. Progress on portions of the Network work plan LHJ was responsible for or involved in. B. Community education and outreach strategies and activities and a discussion of their effectiveness. C. Staff training. <p>Organization-level data on clinical services emailed to DOH family planning data manager</p> <p>Number of:</p> <ul style="list-style-type: none"> A. Pap tests with an ASC or higher result B. Pap tests with an HSIL or higher result C. HIV Positive confidential tests D. HIV Anonymous tests E. FTE required to provide Title X services:
	<p>01-31-20</p>

	<ul style="list-style-type: none"> Physicians Physician assistants + nurse practitioners + certified nurse midwives Registered nurses with expanded scope of practice who are trained and permitted by state specific regulations to perform all aspects of the physical assessment. <p>Financial data emailed to DOH Contract Manager</p> <p>A. R&E showing Other Revenue through 12-31-20 as described in item 5, below.</p>	
<p>4. Clinic Visit Reports (CVRs)</p>	<p>Clinic visit records must include all elements specified in the Clinic Visit Record (CVR) Manual available at: https://www.doh.wa.gov/Portals/1/Documents/Pubs/930-139-CVRManual.pdf.</p> <p>CVR data must be submitted to DOH data contractor (Ahlers & Associates) electronically in a format compatible with Ahlers software.</p> <ul style="list-style-type: none"> Each month's CVR data Corrected CVR data 	
<p>5. Revenue and Expense Reports (R&E)</p>	<p>Completed R&E for time period that shows all revenue (including program income) that support Task 1 Family Planning Services and all expenses related to providing those services. R&E workbook will be provided by DOH.</p> <ul style="list-style-type: none"> Expenses must match General Ledger. Other revenue/program income must reflect revenue actually received in the reporting month. All entries on "Other" rows must be accompanied by a description of the revenue source or expense, including any calculations uses. 	<p>The last day of the next month</p> <p>Within thirty (30) days of receiving error or rejection report or request from DOH family planning data manager.</p> <p>Submitted with each invoice (A19). No more than monthly and no less than quarterly.</p> <p>R&E showing all sources of revenue that support services for:</p> <ul style="list-style-type: none"> January-December 2019 due 01-31-20 January-December 2020 due 01-31-21

***For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at: <http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

Program Manual, Handbook, Policy References

LHJ must comply with all state and DOH Family Planning requirements, policies, and regulations and with their DOH approved Current Scope Report. Reference documents include:

- DOH Family Planning Manual (DOH publication 930-122, available at [https://www.doh.wa.gov/portals/1/Documents/Pubs/930-122-FPRHManual\(Complete\).pdf](https://www.doh.wa.gov/portals/1/Documents/Pubs/930-122-FPRHManual(Complete).pdf)). Some provisions of this manual are highlighted in this SOW, but all provisions of the manual must be complied with.
- Clinic Visit Record Manual (<https://www.doh.wa.gov/Portals/1/Documents/Pubs/930-139-CVRManual.pdf>)
- Current Washington State Family Planning Network work plan
- LHJ's approved Current Scope Report

Special Billing Requirements

See Payment column of Tasks and Deliverables table and R&E report description in Reporting Requirements table

Special Instructions

Accessibility of Services

- Clients must not be denied services or subjected to variation in quality of services because of inability to pay.
- LHJ must make sure their communities are informed of the services available.
- LHJ must make sure that all services provided are accessible to target populations.
 - Facilities must be geographically accessible to the populations served.
 - As much as possible, services will be available at times convenient to those seeking services.
 - Clinics must comply with the Americans with Disabilities Act.
 - Facilities must meet applicable standards established by the Federal, State, and local governments, including local fire, building, and licensing codes.
 - Clinic settings must ensure respect for the privacy and dignity of the individual.
- Clients must be accepted on referral from any source.
- Services must be provided solely on a voluntary basis. Acceptance of family planning services must not be a prerequisite to eligibility for, or receipt of, services in any non-family planning programs of the LHJ.

Availability of Emergency Services

The LHJ must have written plans and procedures for the management of on-site medical emergencies, including emergencies that require transport and after-hours management of contraceptive emergencies. (See DOH Family Planning Manual)

DOH Program Contact

Carol Oakes
PO Box 47880
Olympia, WA 98504-7880
Carol.Oakes@doh.wa.gov
(360) 236-3588

Exhibit A
Statement of Work
Contract Term: 2018-2020

DOH Program Name or Title: WIC Nutrition Program - Effective January 1, 2018

Local Health Jurisdiction Name: Skamania County Community Health Department
Contract Number: CLH18260

SOW Type: Revision Revision # (for this SOW) 7

Period of Performance: January 1, 2018 through December 31, 2020

<input checked="" type="checkbox"/> Federal Subrecipient <input type="checkbox"/> State <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Federal Compliance (check if applicable) <input checked="" type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	<input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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Statement of Work Purpose: The purpose is to provide Women, Infants, and Children (WIC) Nutrition Program services by following WIC federal regulations, WIC state office policies and procedures, WIC directives, and other rules. Refer to the Program Specific Requirements section of this document.

Revision Purpose: The purpose of this revision is to add FFY20 USDA FMNP Program Management funds and add Special Requirement language.

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only) Start Date End Date	Current Consideration	Change Increase (+)	Total Consideration
FFY18 CSS USDA WIC PROGRAM MGNT	10.557	333.10.55	76211280	01/01/18 09/30/18	31,155	0	31,155
FFY19 CSS USDA WIC PROGRAM MGNT	10.557	333.10.55	76211290	10/01/18 09/30/19	36,475	0	36,475
FFY20 USDA WIC PROGRAM MGNT CSS	10.557	333.10.55	76101202	10/01/19 09/30/20	0	0	0
FFY21 USDA WIC PROGRAM MGNT CSS	10.557	333.10.55	76101212	10/01/20 12/31/20	0	0	0
FFY18 CSS USDA FMNP PROGRAM MGNT	10.572	333.10.57	76211284	01/01/18 09/30/18	166	0	166
FFY16 CASCADES USDA WIC PROGRAM MGNT-MIS	10.578	333.10.57	76411261	10/01/18 09/30/19	1,095	0	1,095
FFY19 CSS USDA FMNP PROGRAM MGNT	10.572	333.10.57	76211294	01/01/19 09/30/19	166	0	166
FFY20 USDA WIC CLIENT SVS CONTRACTS	10.557	333.10.55	76101204	10/01/19 09/30/20	39,070	0	39,070
FFY21 USDA WIC CLIENT SVS CONTRACTS	10.557	333.10.55	76101214	10/01/20 12/31/20	9,250	0	9,250
FFY20 USDA FMNP PROGRAM MGMT	10.572	333.10.57	76540201	10/01/19 09/30/20	0	159	159
TOTALS					117,377	159	117,536

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	WIC Nutrition Program				
1.1	Maintain authorized participating caseload at 100% based on quarterly average as determined from monthly caseload management reports generated at the state WIC office.	7.2	Outcomes based on monthly participation data from state WIC caseload management reports.		See "Special Billing Requirements" below.

AMENDMENT #15

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<p>The Department of Health (DOH) State WIC Nutrition Program has the option of reducing authorized participating caseload and corresponding funding when:</p> <ol style="list-style-type: none"> Unanticipated funding situations occur. Reallocations are necessary to redistribute caseload statewide. <p>Authorized participating caseload for January 2018 through December 2020 = <u>115</u> Authorized participating caseload for January 2019 through December 2020 = <u>110</u></p>				
1.2	Submit the annual Nutrition Services Plan for each year of the Contract.	9.2	Nutrition Services Plan	First year due 11/30/18 Second year due 11/30/19 Third year due 11/30/20	Payment withheld if not received by due date.
1.3	Submit the annual Nutrition Services Expenditure Report for each year of the Contract.	11.2	Nutrition Services Expenditure Report	First year due 11/30/18 Second year due 11/30/19 Third year due 11/30/20	Payment withheld if not received by due date.
1.4	Tell clients about other health services in the agency. If needed, develop written agreements with other health care agencies and refer clients to these services.	3.1	Documentation must be available for review by WIC monitor staff.	Biennial WIC monitor	
1.5	Provide nutrition education services to clients and caregivers in accordance with federal and state requirements.	3.1	Documentation must be available for review by WIC monitor staff.	Biennial WIC monitor	
1.6	Issue WIC checks while assuring adequate check security and reconciliation.	11.2	Documentation must be available for review by WIC monitor staff.	Biennial WIC monitor	
1.7	Collect data, maintain records, and submit reports to effectively enforce the non-discrimination laws (Refer to Civil Rights Assurances below).	7.1	Documentation must be available for review by WIC monitor staff.	Biennial WIC monitor	
1.8a	Submit WIC Budget Workbook for each year of the contract.	11.2	Budget Workbook	First year due 10/31/18 Second year due 09/30/19	

AMENDMENT #15

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.8b	Submit Rev-Exp Report spreadsheet from the WIC Budget Workbook monthly with A19-invoice and submit entire revised WIC Budget Workbook for each year of the contract.	11.2	Rev-Exp Report and revised Budget Workbook.	Third year due 09/30/20 Mid-year revision due 04/30/19 Mid-year revision due 04/30/20	
2	Breastfeeding Promotion				See "Special Billing Requirements" below
2.1	Provide breastfeeding promotion and support activities in accordance with federal and state requirements	3.1	Status report of chosen activities in Nutrition Services Plan.	First year due 11/30/18 Second year due 11/30/19 Third year due 11/30/20	
2.2	Work with community partners to improve practices that affect breastfeeding. Choose one or more of the following projects: <ul style="list-style-type: none"> ▪ Change worksite policies of employers who likely employ low income women ▪ Provide breastfeeding education to health care providers who serve low income pregnant and breastfeeding women ▪ Work with birthing hospitals to improve maternity care practices that affect WIC client breastfeeding rates ▪ Provide clients access to lactation consultants ▪ Provide staff and community partners breastfeeding training Other projects will need pre-approval from the State WIC Office.	4.2	Documentation must be available for review by WIC monitor staff. Status report of chosen activities in Nutrition Services Plan. Documentation must be available for review by WIC monitor staff.	Biennial WIC monitor First year due 11/30/18 Second year due 11/30/19 Third year due 11/30/20 Biennial WIC monitor	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3	Farmers Market Nutrition Program (FMNP)				See "Special Billing Requirements" below
3.1	Distribute all Farmers Market Nutrition Program checks to eligible WIC clients between June and September 30 of current year.		Send completed readable copy of FMNP check registers to State WIC office on a weekly basis following FMNP procedures. Documentation must be available for review by WIC monitor staff.	Weekly June-Sept. 2018 Weekly June-Sept. 2019 Weekly June-Sept. 2020 All registers sent by Oct. 1, 2018; Oct. 1, 2019, and Oct. 1, 2020 Biennial WIC Monitor	

***For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at: <http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

Program Specific Requirements/Narrative

Federal Funding Accountability and Transparency Act (FFATA)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA) or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number. Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Manual, Handbook, Policy References:

The LHJ shall be responsible for providing services according to rules, regulations and other information contained in the following:

- WIC Federal Regulations, USDA, FNS 7CFR Part 246, 3016, 3017 and 3018
- Washington State WIC Nutrition Program Policy and Procedure Manual
- Farmers Market Nutrition Program Federal Regulations, USDA, FNS 7CFR Part 248
- Other directives issued during the term of the Contract

Staffing Requirements:
The LHJ must:

- Use Competent Professional Authority staff, as defined by WIC policy, to determine client eligibility, prescribe an appropriate food package and offer nutrition education based on the clients' needs.
- Use a Registered Dietitian (RD) or other qualified nutritionist to provide nutrition services to high risk clients, to include development of a high risk care plan. The RD is also responsible for quality assurance of WIC nutrition services. See WIC Policy for qualifications for a Registered Dietitian and other qualified nutritionist.
- Assign a qualified person to be the Breastfeeding Coordinator to organize and direct local agency efforts to meet federal and state policies regarding breastfeeding promotion and support. The Breastfeeding Coordinator must be an International Board Certified Lactation Consultant or attend an intensive lactation management course, or other state approved training.

Restrictions on Funds:

The LHJ shall follow the instructions found in the Policy and Procedure Manual under WIC Allowable Costs.

Monitoring Visits:

Program and fiscal monitoring are done on a Biennial (every two years) basis, and are conducted onsite.

The LHJ must maintain on file and have available for review, audit and evaluation:

- 1) All criteria used for certification, including information on income, nutrition risk eligibility and referrals
- 2) Program requirements
- 3) Nutrition education
- 4) All financial records

Definitions:

What is the WIC program?

- (1) The WIC program in the state of Washington is administered by DOH.
- (2) The WIC program is a federally funded program established in 1972 by an amendment to the Child Nutrition Act of 1966. The purpose of the program is to provide nutrition and health assessment; nutrition education; nutritious food; breastfeeding counseling; and referral services to pregnant, breastfeeding, and postpartum women, infants, and young children in specific risk categories.
- (3) Federal regulations governing the WIC program (7 CFR Part 246) require implementation of standards and procedures to guide the state's administration of the WIC program. These regulations define the rights, responsibilities, and legal procedures of WIC employees, clients, persons acting on behalf of a client, and retailers. They are designed to promote:
 - (a) High quality nutrition services;
 - (b) Consistent application of policies and procedures for eligibility determination;
 - (c) Consistent application of policies and procedures for food benefit issuance and delivery; and
 - (d) WIC program compliance.
- (4) The WIC program implements policies and procedures stated in program manuals, handbooks, contracts, forms, and other program documents approved by the USDA Food and Nutrition Service.
- (5) The WIC program may impose sanctions against WIC clients for not following WIC program rules stated on the WIC rights and responsibilities.
- (6) The WIC program may impose monetary penalties against persons who misuse WIC checks or WIC food but who are not WIC clients.

Assurances/Certifications:

1. Computer Equipment Loaned by the DOH WIC Nutrition Program

In order to perform WIC program activities, DOH requires computers and printers to be in local WIC clinics or to be transported to mobile clinics. This equipment ("Loaned Equipment") is owned by DOH, and loaned to the local agency (LHJ). The Loaned Equipment is supported by DOH. This equipment shall be used for WIC business only or according to WIC Policy and Procedures.

An inventory of Loaned Equipment is kept by DOH. Each time Loaned Equipment is changed, the parties shall complete the Equipment Transfer Form and DOH updates the inventory. A copy of the Transfer Form will be provided to the LHJ. Copies of the updated inventory list may be requested at any time.

The LHJ agrees to:

- a. Defend, protect and hold harmless DOH or any of its employees from any claims, suits or actions arising from the use of this Loaned Equipment.
- b. Assume responsibility for any loss or damage from abnormal wear or use, or from inappropriate storage or transportation.

DOH may enforce this by:

- 1) Requiring reimbursement from the LHJ of the value of the Loaned Equipment at the time of the loss or damage.
 - 2) Requiring the LHJ to replace the Loaned Equipment with equipment of the same type, manufacturer, and capabilities (as pre-approved by DOH), or
 - 3) Assertion of a lien against the LHJ's property.
- c. Notify DOH immediately of any damage to Loaned Equipment.
d. Notify DOH prior to moving or replacing any Loaned Equipment.

The Department recommends LHJs carry insurance against possible loss or theft.

2. Civil Rights Assurance

The LHJ shall perform all services and duties necessary to comply with federal law in accordance with the following Civil Rights Assurance:

- a. "The LHJ hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the ground of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the LHJ receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this Contract.
 - b. "By accepting this assurance, the LHJ agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the LHJ, its successors, transferees, and assignees, as long as it receives assistance or retains possession of any assistance from DOH. The person or persons whose signatures appear on the contract are authorized to sign this assurance on behalf of the LHJ."
- 3. 7CFR Parts 3016, 3017, 3018**
The LHJ shall comply with all the fiscal and operations requirements prescribed by the state agency as directed by Federal WIC Regulations (7CFR part 246.6), 7CFR part 3016, the debarment and suspension requirements of 7CFR part 3017, if applicable, the lobbying restrictions of 7CFR part 3018, and FNS guidelines and instructions and shall provide on a timely basis to the state agency all required information regarding fiscal and program information.

Special Billing Requirements:

1. Definitions

Contract Period: January 1, 2018-December 31, 2020

Contract Budget Period: The time period for which the funding is budgeted.

- There are four federal budget periods

January 1, 2018 through September 30, 2018;
October 1, 2018 through September 30, 2019;
October 1, 2019 through September 30, 2020;
October 1, 2020 through December 31, 2020.

2. Billing Information

- a. Billings are submitted on an A19-1A form, which is coded and provided by DOH prior to each federal fiscal budget period. Submit summary level financial data to support each individual program billing.
- b. A19-1A forms are submitted monthly following the close of each calendar month or upon completion of services, before the end of the federal contract budget period.
- c. Funds are allocated by budget categories (refer to Chart of Accounts Program names) and by state and federal budget periods (refer to the allocation sheet).
- d. Expenses are incurred only during the budget period; no carry forward from previous time periods, or borrowing from future time periods is allowed. Advance payments are not allowed.
- e. Payments for a budget period are limited to the amounts allocated for the budget period for each budget category.
- f. Billings are based on actual costs, with back up documentation retained by the LHJ and available for inspection by DOH or other appropriate authorities.
- g. Payments will be made only for WIC approved expenditures. Refer to the Washington State WIC Nutrition Program Policy and Procedure Manual Volume 2, Chapter 4 – Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Special Instructions:

The LHJ shall:

- 1) Maintain complete, accurate, and current accounting of all local, state, and federal program funds received and expended.
- 2) Provide, as necessary, a single audit in accordance with the provisions of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This circular requires the LHJ to have a single audit performed should LHJ spend \$750,000 or more of federal grants or awards from all sources. The LHJ is a subrecipient of federal funds.
- 3) Staff must use Breastfeeding Peer Counseling (BFPC) Program funds only to support the peer counseling program. Once the program is established and peer counselors are trained, the majority of the salary costs must be paid to peer counselors to provide direct services to WIC clients. For a list of allowable costs see Volume 2, Chapter 4 – Allowable Costs. The priority use of BFPC funds is to hire and train peer counselors to provide breastfeeding peer counseling services to WIC clients.

Special Requirements:

Contract Funding Period	Time Period Special Requirement Funds Available	Amount	Description of Special Requirement
January 2018- September 2018	January 2018- September 2018	\$3,000	Added in the USDA/WIC Program Management "Other" category to fund training and travel expenses for WIC staff to attend WIC-related trainings. This doesn't include out of state trainings.
October 2018 - September 2019	October 2018- September 2019	\$3,090	Added in the USDA/WIC Program Management "Other" category to fund training and travel expenses for WIC staff to attend WIC-related trainings and for WIC staff salaries to complete local agency provided WIC-related trainings. This doesn't include out of state trainings.
October 2018 - September 2019	October 2018 - September 2019	\$1,095	Added in the FFY16 Cascades USDA WIC Program Management-MIS category to fund training and travel expenses for WIC staff to attend Cascades trainings.
October 2019 - September 2020	January 2020 - September 2020	\$1,550	Added in the USDA WIC Client Services Contracts category to fund training and travel expenses for all WIC staff to participate in WIC-related trainings. <i>With this amendment, these training funds may be used to purchase items to support COVID-19 Remote Access needs. All COVID-19 Remote Access purchases must be approved by the Local Program Operations supervisor or designee prior to purchase.</i>

Other

Any program requirements that are not followed may be subject to corrective action, and may result in monetary fines, repayment of funds, or withholding of Contract payment.

DOH Program Contact
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 WIC Nutrition Program
 PO Box 47886, Olympia, WA 98504-7886
mike.schweizer@doh.wa.gov
 360-236-3714

DOH Fiscal Contact
 Chris Keese, FA
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christopher.keese@doh.wa.gov
 360-236-3631 or 1-800-841-1410 x 3631

Skamania County Community Health Department

EXHIBIT B-15
ALLOCATIONS

Indirect Rate as of January 2018 through December 2019: 11%

Contract Term: 2018-2020

Contract Number: CLH18260
Date: May 15, 2020

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period		DOH Use Only Chart of Accounts Funding Period		Funding Period Sub Total	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date		
FFY21 USDA WIC Program Mgmt CSS	NGA Not Received	Amd 14	10.557	333.10.55	10/01/20	12/31/20	10/01/20	12/31/20	\$0	\$67,630
FFY21 USDA WIC Program Mgmt CSS	NGA Not Received	Amd 6	10.557	333.10.55	10/01/20	12/31/20	10/01/20	12/31/20		
FFY21 USDA WIC Program Mgmt CSS	NGA Not Received	N/A	10.557	333.10.55	10/01/20	12/31/20	10/01/20	12/31/20		
FFY20 USDA WIC Program Mgmt CSS	207WAWA7W1003	Amd 14	10.557	333.10.55	10/01/19	09/30/20	10/01/19	09/30/20	\$0	\$9,385
FFY20 USDA WIC Program Mgmt CSS	207WAWA7W1003	Amd 6	10.557	333.10.55	10/01/19	09/30/20	10/01/19	09/30/20		
FFY20 USDA WIC Program Mgmt CSS	207WAWA7W1003	N/A	10.557	333.10.55	10/01/19	09/30/20	10/01/19	09/30/20		
FFY19 CSS USDA WIC Program Mgmt	187WAWA7W1003	Amd 6	10.557	333.10.55	10/01/18	09/30/19	10/01/18	09/30/19	\$36,475	\$37,540
FFY19 CSS USDA WIC Program Mgmt	187WAWA7W1003	Amd 5	10.557	333.10.55	10/01/18	09/30/19	10/01/18	09/30/19		
FFY19 CSS USDA WIC Program Mgmt	187WAWA7W1003	N/A	10.557	333.10.55	10/01/18	09/30/19	10/01/18	09/30/19		
FFY18 CSS USDA WIC Program Mgmt	187WAWA7W1003	Amd 2	10.557	333.10.55	01/01/18	09/30/18	10/01/17	09/30/18	\$31,155	\$3,000
FFY18 CSS USDA WIC Program Mgmt	187WAWA7W1003	N/A	10.557	333.10.55	01/01/18	09/30/18	10/01/17	09/30/18		
FFY21 USDA WIC Client Svs Contracts	NGA Not Received	Amd 14	10.557	333.10.55	10/01/20	12/31/20	10/01/20	12/31/20		\$48,320
FFY20 USDA WIC Client Svs Contracts	207WAWA7W1003	Amd 14	10.557	333.10.55	10/01/19	09/30/20	10/01/19	09/30/20	\$9,250	\$48,320
FFY20 USDA WIC Client Svs Contracts	207WAWA7W1003	Amd 14	10.557	333.10.55	10/01/19	09/30/20	10/01/19	09/30/20	\$520	\$39,070
FFY20 USDA WIC Client Svs Contracts	207WAWA7W1003	Amd 11	10.557	333.10.55	10/01/19	09/30/20	10/01/19	09/30/20	\$37,000	\$37,000
FFY20 USDA FMNP Prog Mgmt	207WAWA7Y8604	Amd 15	10.572	333.10.57	10/01/19	09/30/20	10/01/19	09/30/20	\$1,550	\$1,550
FFY19 CSS USDA FMNP Prog Mgmt	197WAWA7Y8604	Amd 8	10.572	333.10.57	01/01/19	09/30/19	10/01/18	09/30/19	\$159	\$159
FFY18 CSS USDA FMNP Prog Mgmt	187WAWA7Y8604	Amd 2	10.572	333.10.57	01/01/18	09/30/18	10/01/17	09/30/18	\$166	\$166
FFY16 Cascades USDA WIC Prog Mgmt-MIS	16157WAWA6W522	Amd 6, 8	10.578	333.10.57	10/01/18	09/30/19	03/11/16	09/30/19	\$1,095	\$1,095
FFY18 EPR PHEP BP1 Supp LHJ Funding	NU90TP921889-01	Amd 5	93.069	333.93.06	07/01/18	06/30/19	07/01/18	06/30/19	\$358	\$19,894
FFY18 EPR PHEP BP1 Supp LHJ Funding	NU90TP921889-01	Amd 4	93.069	333.93.06	07/01/18	06/30/19	07/01/18	06/30/19	\$19,536	\$19,894
FFY17 EPR PHEP BP1 LHJ Funding	NU90TP921889-01	Amd 2	93.069	333.93.06	01/01/18	06/30/18	07/01/17	07/02/18	\$371	\$8,401
FFY17 EPR PHEP BP1 LHJ Funding	NU90TP921889-01	N/A	93.069	333.93.06	01/01/18	06/30/18	07/01/17	07/02/18	\$8,030	\$8,401
FFY19 PHEP BP1 LHJ Funding	NU90TP922043	Amd 9	93.069	333.93.06	07/01/19	06/30/20	07/01/19	06/30/20	\$19,894	\$19,894
FFY19 Family Planning Title X	FPHPA006462	Amd 8, 11	93.217	333.93.21	04/01/19	06/30/19	04/01/19	03/31/20	\$4,164	\$4,164
FFY18 Family Planning Title X	FPHPA006359	Amd 4	93.217	333.93.21	09/01/18	03/31/19	09/01/18	08/31/19	\$2,910	\$11,556
FFY17 Family Planning Title X	FPHPA106286	Amd 3	93.217	333.93.21	01/01/18	08/31/18	04/01/17	08/31/18	\$3,350	\$3,350
FFY17 Family Planning Title X	FPHPA106286	N/A, Amd 3	93.217	333.93.21	01/01/18	08/31/18	04/01/17	03/31/18	\$1,132	\$4,482
FFY17 317 Ops	5NH23IP000762-05-00	N/A	93.268	333.93.26	01/01/18	06/30/18	04/01/17	06/30/18	\$144	\$144
FFY17 AFIX	5NH23IP000762-05-00	N/A	93.268	333.93.26	01/01/18	06/30/18	04/01/17	06/30/18	\$553	\$553

Skamania County Community Health Department

EXHIBIT B-15
ALLOCATIONS
Contract Term: 2018-2020

Contract Number: CLH18260
Date: May 15, 2020

Indirect Rate as of January 2018 through December 2019: 11%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period Start Date End Date	DOH Use Only		Amount	Funding Period Sub Total	Chart of Accounts Total
						Chart of Accounts Funding Period Start Date End Date	Chart of Accounts Funding Period Start Date End Date			
FFY17 Increasing Immunization Rates	NGA Not Received	Amd 5	93.268	333.93.26	07/01/18 06/30/19	07/01/18 06/30/19		(\$5,600)	\$0	\$0
FFY17 Increasing Immunization Rates	NGA Not Received	Amd 3, 4	93.268	333.93.26	07/01/18 06/30/19	07/01/18 06/30/19		\$5,600		
FFY17 VFC Ops	5NH231P000762-05-00	N/A	93.268	333.93.26	01/01/18 06/30/18	04/01/17 06/30/18		\$186	\$186	\$186
FFY19 COVID CARES	NU50CK000515	Amd 15	93.323	333.93.32	06/01/20 12/31/20	06/01/20 06/30/21		\$27,894	\$27,894	\$27,894
FFY20 CDC COVID-19 Crisis Resp LHJ-Tribe	NU90TP922069	Amd 13	93.354	333.93.35	01/20/20 12/31/20	01/01/20 06/30/21		\$78,522	\$78,522	\$78,522
FFY20 MCHBG LHJ Contracts	B04MC32578	Amd 10	93.994	333.93.99	10/01/19 09/30/20	10/01/19 09/30/20		\$29,551	\$29,551	\$81,625
FFY19 MCHBG LHJ Contracts	B04MC32578	Amd 4	93.994	333.93.99	10/01/18 09/30/19	10/01/18 09/30/19		\$29,551	\$29,551	
FFY18 MCHBG LHJ Contracts	B04MC31524	Amd 2	93.994	333.93.99	01/01/18 09/30/18	10/01/17 09/30/18		\$359	\$22,523	
FFY18 MCHBG LHJ Contracts	B04MC31524	N/A	93.994	333.93.99	01/01/18 09/30/18	10/01/17 09/30/18		\$22,164		
SFY20 Family Planning Cost Share		Amd 11	N/A	334.04.91	12/01/19 12/31/20	07/01/19 06/30/21		\$16,434	\$16,434	\$56,991
SFY20 Family Planning Cost Share		Amd 15	N/A	334.04.91	12/01/19 06/30/20	07/01/19 06/30/21		\$11,780	\$11,780	
SFY20 Family Planning Cost Share		Amd 8, 9, 11	N/A	334.04.91	07/01/19 11/30/19	07/01/19 08/31/19		\$5,704	\$7,195	
SFY19 Family Planning Cost Share		Amd 4, 9, 11	N/A	334.04.91	07/01/19 11/30/19	07/01/19 08/31/19		\$1,491		
SFY19 Family Planning Cost Share		Amd 7	N/A	334.04.91	09/01/18 03/31/19	07/01/18 06/30/19		\$822	\$822	
SFY19 Family Planning Cost Share		Amd 8	N/A	334.04.91	09/01/18 06/30/19	07/01/18 06/30/19		\$219	\$7,675	
SFY19 Family Planning Cost Share		Amd 4	N/A	334.04.91	07/01/18 06/30/19	07/01/18 06/30/19		\$7,456		
SFY19 Family Planning Cost Share		Amd 3	N/A	334.04.91	07/01/18 08/31/18	07/01/18 06/30/19		\$4,018	\$4,018	
SFY18 Family Planning Cost Share		Amd 1	N/A	334.04.91	01/01/18 06/30/18	07/01/17 06/30/18		\$6,038	\$9,067	
SFY18 Family Planning Cost Share		N/A, Amd 1	N/A	334.04.91	01/01/18 06/30/18	07/01/17 06/30/18		\$3,029		
FY20/21 COVID-19 Disaster Response Acct		Amd 13	N/A	334.04.92	01/20/20 12/31/20	01/01/20 06/30/21		\$71,478	\$71,478	\$71,478
SFY2 Lead Environments of Children		Amd 8	N/A	334.04.93	07/01/18 06/30/19	07/01/18 06/30/19		(\$1,500)	\$0	\$1,500
SFY2 Lead Environments of Children		Amd 4	N/A	334.04.93	07/01/18 06/30/19	07/01/18 06/30/19		\$1,500		
SFY1 Lead Environments of Children		Amd 1	N/A	334.04.93	01/01/18 06/30/18	07/01/17 06/30/18		\$1,500	\$1,500	
FPHS Funding for LHJs		Amd 10	N/A	336.04.25	07/01/20 12/31/20	07/01/19 06/30/21		\$42,000	\$42,000	\$126,000
FPHS Funding for LHJs		Amd 10	N/A	336.04.25	07/01/19 06/30/20	07/01/19 06/30/21		\$42,000	\$42,000	
FPHS Funding for LHJs Dir		Amd 3	N/A	336.04.25	07/01/18 06/30/19	07/01/17 06/30/19		\$42,000	\$42,000	
YR 20 SRF - Local Asst (15%) (FS) SS		Amd 3	N/A	346.26.64	01/01/18 12/31/18	07/01/15 12/31/18		(\$3,600)	\$0	\$0
YR 20 SRF - Local Asst (15%) (FS) SS		N/A, Amd 3	N/A	346.26.64	01/01/18 12/31/18	07/01/15 12/31/18		\$3,600		

Exhibit C-13 Schedule of Federal Awards

AMENDMENT #15

Date: May 15, 2020

SKAMANIA COUNTY COMMUNITY HEALTH-SWW0011110-01
 CONTRACT CLH18260 - Skamania County Community Health Department
 CONTRACT PERIOD: 01/01/2018-12/31/2020

Chart of Accounts Program Title	BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period Start Date	Allocation Period End Date	Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name
FFY21 USDA WIC CLIENT SVS CONTRACTS	333.10.55	NGA Not Received	NGA Not Received	10/01/20	12/31/20	\$9,250	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	NGA Not Received	NGA Not Received
FFY20 USDA WIC CLIENT SVS CONTRACTS	333.10.55	10/01/19	\$6,161,312	10/01/19	09/30/20	\$39,070	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	207WAWAWA7W1003	WOMEN, INFANTS AND CHILDREN
FFY19 CSS USDA WIC PROGRAM MGMT	333.10.55	10/01/17	\$40,101,357	10/01/18	09/30/19	\$36,475	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	187WAWAWA7W1003	WOMEN, INFANTS AND CHILDREN
FFY18 CSS USDA WIC PROGRAM MGMT	333.10.55	10/02/17	\$27,576,710	01/01/18	09/30/18	\$31,155	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	187WAWAWA7W1003	USDA-WIC ADMIN
FFY20 USDA FMNP PROG MGMT	333.10.57	10/01/19	\$129,791	10/01/19	09/30/20	\$159	10.572	WIC Farmers' Market Nutrition Program (FMNP)	Department of Agriculture-Food and Nutrition Service	207WAWAWA7W6604	COMMODITY ASSISTANCE PROGRAM
FFY19 CSS USDA FMNP PROG MGMT	333.10.57	10/01/18	\$130,973	01/01/19	09/30/19	\$166	10.572	WIC Farmers' Market Nutrition Program (FMNP)	Department of Agriculture-Food and Nutrition Service	197WAWAWA7W6604	COMMODITY ASSISTANCE PROGRAM
FFY18 CSS USDA FMNP PROG MGMT	333.10.57	10/01/17	\$86,117	01/01/18	09/30/18	\$166	10.572	WIC Farmers' Market Nutrition Program (FMNP)	Department of Agriculture Food and Nutrition Service	187WAWAWA7W6604	COMMODITY ASSISTANCE PROGRAM
FFY16 CASCADES USDA WIC PROG MGMT-MIS	333.10.57	03/11/16	\$2,224,476	10/01/18	09/30/19	\$1,095	10.578	WIC Grants to States (WGS)	Department of Agriculture Food and Nutrition Service	16157WAWAWA8W522	WOMEN, INFANTS AND CHILDREN WIC SAM PROJECTS
FFY19 PHEP BP1 LHJ FUNDING	333.93.06	06/28/19	\$11,307,904	07/01/19	06/30/20	\$19,894	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP922043	PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) COOPERATIVE AGREEMENT
FFY18 EPR PHEP BP1 SUPP LHJ FUNDING	333.93.06	08/01/18	\$11,062,782	07/01/18	06/30/19	\$19,894	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP921889-01	HOSPITAL PREPAREDNESS PROGRAM AND PUBLIC HEALTH EMERGENCY PREPAREDNESS COOPERATIVE AGREEMENT
FFY17 EPR PHEP BP1 LHJ FUNDING	333.93.06	07/18/17	\$11,062,782	01/01/18	06/30/18	\$8,401	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP921889-01	HPP AND PHEP COOPERATIVE AGREEMENT
FFY19 FAMILY PLANNING TITLE X	333.93.21	03/26/19	\$4,100,000	04/01/19	06/30/19	\$4,164	93.217	Family Planning Services	Department of Health and Human Services Office of Population Affairs	FP-HPA006462	TITLE X FAMILY PLANNING SERVICES
FFY18 FAMILY PLANNING TITLE X	333.93.21	09/12/18	\$2,785,000	09/01/18	03/31/19	\$2,910	93.217	Family Planning Services	Department of Health and Human Services Office of Population Affairs	FP-HPA006359	TITLE X FAMILY PLANNING SERVICES
FFY17 FAMILY PLANNING TITLE X	333.93.21	03/30/17	\$1,940,000	01/01/18	09/31/18	\$4,482	93.217	Family Planning Services	Department of Health and Human Services Office of Population Affairs	FP-HPA106286	TITLE X FAMILY PLANNING SERVICES GRANT

Exhibit C-13 Schedule of Federal Awards

AMENDMENT #15

Date: May 15, 2020

SKAMANIA COUNTY COMMUNITY HEALTH-SWW0011110-01
 CONTRACT CLH18260 - Skamania County Community Health Department
 CONTRACT PERIOD: 01/01/2018-12/31/2020

Chart of Accounts Program Title	BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period		Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name	
				Start Date	End Date							
FFY17 VFC OPS	333.93.26	03/03/17	\$1,201,605	01/01/18	06/30/18	\$186	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	5NH23IP000762-05-00	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM	
FFY17 AFIX	333.93.26	03/03/17	\$1,672,289	01/01/18	06/30/18	\$553	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	5NH23IP000762-05-00	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM	
FFY17 317 OPS	333.93.26	03/03/17	\$575,969	01/01/18	06/30/18	\$144	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	5NH23IP000762-05-00	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM	
FFY19 COVID CARES	333.93.32	04/23/20	\$22,561,799	06/01/20	12/31/20	\$27,894	93.323	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)-Building and Strengthening Epidemiology, Laboratory and Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis	Department of Health and Human Services Centers for Disease Control and Prevention	NU50CK000515	EPIDEMIOLOGY & LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)-BUILDING & STRENGTHENING EPIDEMIOLOGY, LABORATORY & PUBLIC HEALTH EMERGENCY RESPONSE: PUBLIC HEALTH CRISIS RESPONSE CDC-RFA-TP18-1602	
FFY20 CDC COVID-19 CRISIS RESP LHJ-TRIBE	333.93.35	03/16/20	\$13,230,799	01/20/20	12/31/20	\$78,522	93.354	Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP922069	CDC COOPERATIVE AGREEMENT FOR EMERGENCY RESPONSE: PUBLIC HEALTH CRISIS RESPONSE CDC-RFA-TP18-1602	
FFY20 MCHBG LHJ CONTRACTS	333.93.99	11/14/18	\$2,225,977	10/01/19	09/30/20	\$29,551	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B04MC32578	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT	
FFY19 MCHBG LHJ CONTRACTS	333.93.99	11/14/18	\$2,225,977	10/01/18	09/30/19	\$29,551	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B04MC32578	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT	
FFY18 MCHBG LHJ CONTRACTS	333.93.99	10/20/17	\$1,650,528	01/01/18	09/30/18	\$22,523	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B04MC31524	MATERNAL AND CHILD HEALTH SERVICES	
								TOTAL				
								\$366,205				

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

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

3. Contractor Information: Contractor: Susan Sinclair, ARNP
Address: 3632 Cook Underwood Rd.
Address: Cook, WA 98605

4. Brief description of purpose of the contract and County's contracted duties:
Public Health duties as assigned to reduce the workload and cost associated with tasks being performed by our contracted ARNP, as licensure allows.

5. Term of Contract: From: August, 2020 To: Ongoing

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)

This contract was awarded under RCW 39.29 or Skamania County Code _____. Please provide a summary of the competitive process by which this contract was awarded or the exemption and why it applies.

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: \$
Amount Not Budgeted in Current Year: \$ Source:
Total Non-County Funds Committed: \$20,000 Source: Commerce/CARES/DOH/FEMA
Total County Funds Committed: \$
TOTAL FUNDS COMMITTED: \$20,000

8. County Contact Person: Name: Allen Esaacson
Title: Data & Finance Manager


9. Department Approval: Allen Esaacson
Department Head or Elected Official Signature

Special Comments: Please mail executed contract to Susan at the address listed above.

Ratify BOH - 9/9/20

BOCC
8/18/20

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	BOCC, 8/18/2020 Ratify at next BOH	
<u>SUBJECT</u>	Susan Sinclair, LPN	
<u>ACTION REQUESTED</u>	Signature	

SUMMARY/BACKGROUND

Public Health duties as assigned to reduce the workload and cost associated with tasks being performed by our contracted ARNP, as licensure allows.

FISCAL IMPACT

Expense Contract \$20,000

RECOMMENDATION

BOCC Sign, BOH Ratify

LIST ATTACHMENTS

Face Sheet
Contract
Attachment A Scope of Work

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT
BETWEEN SKAMANIA COUNTY
AND SUSAN SINCLAIR, LPN
2020**

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **SUSAN SINCLAIR**, 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 **August 18, 2020** and be ongoing ; 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 **\$20,000**. including Washington sales tax, and shall be paid as outlined below or in Attachment A.
- B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine the services for which payment is sought. Payment is due within thirty (30) days of submission of accepted detailed invoice.

6. **INSURANCE**

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

7. **INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the County and its respective employees,

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

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

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

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

8. **GOVERNING LAW.**

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

9. **ASSIGNABILITY.**

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

10. **EQUAL EMPLOYMENT OPPORTUNITY.**

- A. The **CONTRACTOR** shall not discriminate on the basis of race, color religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.
- B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:
 - (1) Deny an individual any services or other benefits provided under this

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

11. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

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

12. **DISPUTES**

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

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

13. **WAGE AND HOUR COMPLIANCE.**

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

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

- A. The parties hereto agree that TIME IS OF THE ESSENCE of this contract.
- B. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (7) day's notice, in writing, of the **COUNTY'S** intent to terminate and the reasons for said termination. And in the event of any such termination the **CONTRACTOR** shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the **COUNTY** may withhold from any amounts due the **CONTRACTOR** for such work or completed services any balances due the Contractor, and said amounts shall be used to totally or partially offset the **COUNTY'S** damages as a result of the **CONTRACTOR'S** breach to the extent they are adequate.
- C. Either party may cancel the contract, without fault, by giving the other party 14 days written notice.

15. **OWNERSHIP OF WORK PRODUCTS.**

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

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

DATED: August 18, 2020.

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

[Signature]
Chairman

[Signature]
Commissioner

[Signature]
Commissioner

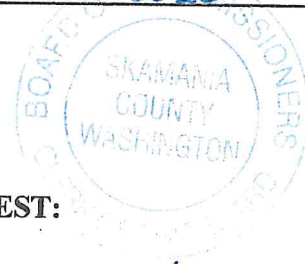
APPROVED AS TO FORM ONLY:

[Signature]
Prosecuting Attorney

CONTRACTOR NAME
SUSAN SINCLAIR, LPN

[Signature]

8-14-2020
Date



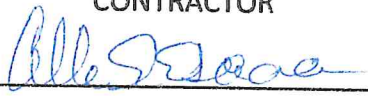
ATTEST:
[Signature]
Clerk of the Board

Attachment A


Susan Sinclair, LPN Scope of Practice for Registered Nurse

Important Note: For federal funding purposes this is considered a Vendor Contract Agreement.

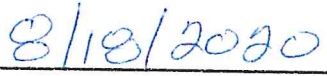
- 1) Licensed through DOH and able to perform medical services as approved by Health Officer standing orders and licensure.
- 2) Charting will be completed in Credible or assigned electronic records system, for each client by the end of workday.
- 3) Follow state and federal medical guidelines, maintains verifiable records of services provided to patients and forms necessary for local, state and federal programs.
- 4) Conduct oneself accordingly in the organizational culture of the County with regards to professional conduct, HIPAA, and client confidentiality.
- 5) Negotiate a work schedule with the clinic at least one month in advance; notify staff of needed time off in a timely manner.
- 6) Document time worked in each program; submit time to fiscal manager on a monthly basis.
- 7) Contractor will be responsible for their own benefits and taxes.
- 8) Contractor will be available for consultation with County, State and Federal Program representatives as requested.
- 9) Contract shall not exceed \$20,000. for clinical services. County required training costs will be additional.
- 10) Payment for services will be at the rate of \$35.00 per hour. No additional payment will be made for travel, per diem or incidental costs. Travel costs (including mileage, lodging and per diem) related to trainings required by COUNTY will be paid at government rates to CONTRACTOR



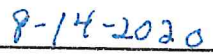
Community Health



Susan Sinclair, LPN



Date



Date