

SKAMANIA COUNTY BOARD OF HEALTH

Agenda for March 9, 2021

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 to ensure physical distancing. Meeting attendees must wear a proper face covering and maintain 6 feet of physical distance between other persons. 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 with 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: 842 2933 3851 – New Meeting ID as of 3/2/21

Join Zoom Meeting

- Audio only from your computer <https://us02web.zoom.us/j/84229333851>

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/Wednesday meeting, otherwise they will be held for the following Tuesday/Wednesday. slack@co.skamania.wa.us When a holiday falls on Monday, the regular meeting is held on Wednesday of that week.

Tuesday, March 9, 2021

Call to Order

Public Comment (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 February 9, 2021
2. Acknowledge receipt of letter from Charles Hale commending Commissioners and County staff on “job well done” regarding COVID 19 vaccination program
3. Memorandum of Understanding with Skamania County Public Hospital District to coordinate efforts related to COVID 19 vaccine, and provide onsite standby emergency medical services during vaccine clinics

Community Health report – Kirby Richards, Community Health Administrative Director and Tamara Cissell, Community Health Deputy Health Director/Manager

- COVID-19 Variants – Tamara
- Foundational Public Health Services – Tamara

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

Environmental Health report - Tim Elsea, Public Works Director

Adjourn

MINUTES OF SKAMANIA COUNTY BOARD OF HEALTH MEETING

February 9, 2021

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

The meeting was called to order at 1:30 p.m. on February 9, 2021 at the Skamania County Courthouse, 1st Floor Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Board of Health Commissioners, Richard Mahar, Robert Hamlin and T.W. Lannen, Chair present.

There was no public comment.

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

1. Minutes for meeting of January 12, 2021
2. Contract Amendment #18 with Department of Health, amends State of Work for COVID-19 Coordinated Response, Division of Emergency Preparedness & Response, ELC COVID-19, Emergency Preparedness & Response COVID-19 Local CARES, Family Planning, Foundational Public Health Services and WIC Nutrition Program

Kirby Richards, Community Health Administrative Director reported on legislative issues, noting changes made to House Bill 1152.

Tamara Cissell, Community Health Deputy Director reported that the ultracold unit purchased with grant funds for storing vaccinations for COVID 19 would be delivered that day. They will now be able to accept both the Pfizer and Moderna vaccines. She reported the transfer of 60 doses of the vaccine to North Shore Medical Clinic, and vaccine availability for second doses. She also reported the need for volunteers for vaccine events. Discussion of compensation for volunteers, establishing a pool of volunteers, and screening and background checks.

Dr. Steven Krager, Deputy Health Officer reported shortage of vaccines, future allocations, the approval timeline for the Johnson and Johnson vaccine. He reported the Johnson and Johnson vaccine may take three weeks for the FDA to approve, and the differences between this vaccine and the other two. He also reported that Washington State has 5 cases of the UK variant in King, Snohomish, and Pierce counties. He reported on data gathering regarding the UK variance including the effect of current vaccinations on the UK variant. He also reported on the Flu season, reporting there basically isn't any flu. Of 213 people test 9 were positive. The week of January 10-16 was the last reported positive flu test. He also reported STD numbers went down in 2020 and though communicable diseases still on the radar, not the same focus is on them.

Tamara reported that on February 16th those 65 and over will be able to sign up for a vaccine and February 25th is the date that 2nd doses will be out.

There was no Environmental Health report.

The meeting adjourned at 2:13 p.m.

Approved on ____ day of _____, 2021.

SKAMANIA COUNTY BOARD OF HEALTH

Chair – T.W. Lannen

Commissioner – Richard Mahar

Clerk of the Board of Health – Debbie Slack

Commissioner – Robert Hamlin

Aye _____
Nay _____
Abstain _____
Absent _____

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

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

3. Contractor Information: Contractor: Skamania County Public Hospital District
Contact Person: Ann Lueders
Title: Superintendent
Email: annlueders@skamaniaems.com
Phone: 509-427-5065

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

MOU with Skamania County Public Hospital District establishing an agreement to coordinate efforts related to COVID vaccine, and provide onsite standby emergency medical services during vaccine clinics.

5. Term of Contract: From: January 1, 2021 To: June 30, 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)
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: \$0
Amount Not Budgeted in Current Year: \$TBD Source: DOH ConCon Contracts
Total Non-County Funds Committed: \$TBD Source: DOH ConCon Contracts
Total County Funds Committed: \$
TOTAL FUNDS COMMITTED: \$TBD

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

9. Department Approval: [Signature]
Department Head or Elected Official Signature

Special Comments:

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	BOH – 3/9/2021	
<u>SUBJECT</u>	Skamania County Public Hospital District MOU	
<u>ACTION REQUESTED</u>	Signature	

SUMMARY/BACKGROUND

MOU with Skamania County Public Hospital District establishing an agreement to coordinate efforts related to COVID vaccine, and provide onsite standby emergency medical services during vaccine clinics.

FISCAL IMPACT

TBD

RECOMMENDATION

Sign

LIST ATTACHMENTS

- Face Sheet
- MOU with Skamania County Public Hospital District
- Attachment A – Rates
- Attachment B – Business Associate Agreement

**INTERLOCAL AGREEMENT FOR STANDBY EMERGENCY MEDICAL SERVICES
BETWEEN THE SKAMANIA COUNTY PUBLIC HOSPITAL DISTRICT AND
SKAMANIA COUNTY**

THIS AGREEMENT is entered into between the Skamania County Public Hospital District (**District**) and Skamania County (**County**) for the purposes hereinafter mentioned.

Witness: It is hereby covenanted and agreed as follows:

The County desires to contract with the District to provide professional assistance related to the provision of standby emergency medical services for Covid-19 Vaccine Clinics on a scheduled basis occurring during the period of January through December 31, 2021, and;

The District, by and through, its service and licensed medical providers, can and is capable of providing standby emergency medical services at a Basic Life Support (BLS), Intermediate Life Support (ILS) or Advance Life Support (ALS) level, and;

The District is willing to provide to the County, on request and within reason, one (1) medic unit or Advanced Response Vehicle at a BLS, ILS or ALS level to serve as standby emergency health care providers to assist with monitoring or in attendance to patients who experience complications as a result of vaccine administration, and;

The District is willing to provide to the County, on request, and within reason, eligible Paramedic or Advanced EMT providers to assist with administration of vaccines, and;

Such contracts are authorized by the provisions of RCW 39.34.010 et seq.,

In consideration of the terms and conditions set forth below it is agreed as follows:

1. District shall provide, when reasonable notice is requested and providers are available, standby emergency medical services, at the following level, for Covid-19 Vaccine Clinics:
 - a. One (1) Medic Unit staffed with either:
 - i. (1) EMT and (1) Paramedic, or
 - ii. (1) EMT and (1) Advanced EMT, or
 - iii. (2) EMT, or
 - iv. (1) EMR and (1) EMT
 - b. One (1) Advanced Response Vehicle with either:
 - i. (1) Paramedic, or
 - ii. (1) Advanced EMT, or
 - iii. (1) EMT
 - c. One or more, Paramedic or Advanced EMT providers to administer vaccines in accordance with agency protocols as approved by the Department of Health, Washington State and/or the Skamania County Health Director or Deputy Health Director

2. County understands and agrees that these services are to be provided on a limited basis when the capabilities of the County are not suited to address the needs contained herein. In no way is this agreement intended to require that the District will provide for a full-time or part-time permanent provision of services.
3. Compensation paid for the services provided by the District shall be based on the fee schedule in Attachment "A" and may be amended due to unknown rate increases, or decreases. Payment shall be made not less than once per calendar quarter upon receipt of an invoice from County. Payment by the County will be due within thirty calendar (30) days of the receipt of the invoice.
4. Requests and reports between the County and the District shall be communicated between the Skamania County Community Health Deputy Director and Superintendent of Skamania County Public Hospital District, or their designees at their respective addresses:

To District:
Skamania EMS
PO Box 338
Stevenson, WA 98648

To Skamania County:
Skamania County
PO Box 790
Stevenson, WA 98648

5. This agreement shall take effect upon signature by the last party signing the same and shall be in full force for the period of January 1, 2021 through June 30, 2021, unless terminated by one of the parties. This agreement is subject to termination at the discretion of either party upon sixty (60) days written notice, mailed by certified mail or delivered in person, by either party to the other. Termination shall not release any party from liability or obligation with respect to any matter arising under this Agreement occurring prior to the effective date of said termination.
 6. In agreeing to provide standby emergency medical services to the County, District makes no guarantee or warranty as to the services to be provided.
 - a. County agrees to indemnify, hold harmless, and defend the District, its agents and employees, from the against any and all claims, losses, or actions for any sort, including reasonable attorney's fees and costs, that are caused by, occasioned by, or arise form any negligent act, error or omissions of the emergency medical services providers and elected and appointed officials, officers, agents, or employees acting pursuant to the County's direction, while the emergency medical providers are performing services for the County.
 - b. Both parties further agree, and have specifically negotiated, to waive their immunity under the State Industrial Insurance Act (RCW Title 51) to indemnify and hold each other harmless from any claims made against their respective employees, agents, contractors, subcontractors or other representatives.
 7. Each party shall maintain appropriate liability insurance or self-insured coverage to cover potential liabilities arising from this Agreement. Said insurance or self-insured coverage
- INTERLOCAL AGREEMENT EMS SERVICES, SKA CO HOSPITAL DIST. Page 2 of 9

shall have limits of at least \$1,000,000 per occurrence and \$1,000,000 per occurrence/aggregate for property damage.

8. In accordance with the HIPAA Security Rules, the District is required to comply with federal and state regulations related to the security of their technology. Both the County and the District agree to implement and uphold the Business Associate Agreement, set forth in "Attachment B", and by this reference incorporated herein.
9. In the event of invalidity or irresolvable ambiguity of any provision of this contract, the remaining provisions shall nevertheless continue to be valid and enforceable.
10. No changes or modifications to this contract shall be valid or binding upon either party unless such changes modifications be in writing and executed by both parties.
11. If any suit or action is filed by any party to enforce or interpret a provision of this contract, or otherwise with respect to the subject matter of this contract, each party shall bear its own costs and expenses, including attorney fees.
12. This contract is the entire agreement between the parties and supersedes all previous agreements or understandings between them.
13. This contract shall be governed by and construed under the laws of the State of Washington, and any action brought to enforce the terms of this contract shall be brought in a court of competent jurisdiction located in Skamania County.
14. Copies of this contract shall be filed with Skamania County through the Skamania County Auditor.
15. Intergovernmental Agreement Recitals. This is an interlocal agreement and pursuant to RCW Ch 39.34 the parties make the following representations:
 - a. Duration: see Section 6.
 - b. Organization: no new entity will be created to administer this agreement.
 - c. Purpose: see Recitals.
 - d. Manner of Financing: the District will finance this agreement through their regular budgetary process.
 - e. Termination of Agreement: see above Section 6.
 - f. Other: none.
 - g. Selection of Administrator: Skamania County EMS Superintendent Ann Lueders shall be the Administrator for this Interlocal Agreement.
 - h. No real or personal property shall be acquired in connection with this Agreement.

In Witness Whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

BOARD OF COMMISSIONERS
SKAMANIA COUNTY
PUBLIC HOSPITAL DISTRICT

BOARD OF COMMISSIONERS
SKAMANIA COUNTY

Chair

Chair

Commissioner

Commissioner

Commissioner

Commissioner

Superintendent

Attest:

Clerk of the Board

APPROVED AS TO FORM ONLY

Prosecuting Attorney

ATTACHMENT A

The following hourly rates, per provider, apply to the provision of standby emergency medical services or vaccine administration services provided by the District to the County. Charges are billed in thirty-minute increments with a minimum of one (1) hour billed per onsite visit:

Regular compensation (including fringe benefits)	\$ 37.09
Emergency compensation (OT, including fringe benefits)	\$ 55.63

Without further amendment to this agreement, the rates described herein may be adjusted if or when a rate adjustment to the wages or fringe benefits payable to an employee of the District are amended by order of the Board of Commissioners for the Skamania County Public Hospital District . Any such adjustment must be provided in writing to the County and shall take effect not less than thirty (30) days following such notice.

ATTACHMENT B

Business Associate Agreement

Definitions

General Statement:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Skamania County.

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Skamania County Public Hospital District.

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Make available protected health information in a designated record set to the “covered entity” or as necessary to satisfy covered entity’s obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity’s obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the “covered entity” as necessary to satisfy covered entity’s obligations under 45 CFR 164.528;

(h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business associate may never use or disclose protected health information

(b) Business associate may use or disclose protected health information as required by law.

(c) Business associate agrees to make uses, disclosures, and requests for protected health information consistent with covered entity’s minimum necessary policies and procedures.

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate’s use or disclosure of protected health information.

(b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate’s use or disclosure of protected health information.

(c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Permissible Requests by Covered Entity

Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

Term and Termination

(a) Term. The Terms of Attachment B shall be effective as of the date of the Agreement that this is attached to; and shall terminate on the same conditions, or on the date the covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement and business associate has not cured the breach or ended the violation within the time specified by covered entity.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate shall return to covered entity [or, if agreed to by covered entity, destroy] all protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, that the business associate still maintains in any form. Business associate shall retain no copies of the protected health information.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity [or, if agreed to by covered entity, destroy] the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;

4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at [Insert section number related to paragraphs (e) and (f) above under “Permitted Uses and Disclosures by Business Associate”] which applied prior to termination; and
5. Return to covered entity [or, if agreed to by covered entity, destroy] the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.