

SKAMANIA COUNTY BOARD OF COMMISSIONERS

240 NW Vancouver Ave.

Stevenson, WA 98648

Agenda for August 31, 2021

Commissioner Meetings are open to public attendance with limited available seating to ensure physical distancing. Meeting attendees must wear a proper face covering regardless of vaccination status 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: 889 0632 1210 – New Meeting ID as of 06/01/2021

Join Zoom Meeting

- Audio only from your computer <https://us02web.zoom.us/j/88906321210>

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. Email comments to: slack@co.skamania.wa.us When a holiday falls on Monday, the regular meeting is held on Wednesday of that week.

Tuesday, August 31, 2021

9:30 AM Call to Order, Pledge of Allegiance
Public Comment (3 minutes)

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. Amendment #1 for Lease Agreement with Kevin Vance and Ryan Cook for the Tin Shed at Wind River Business Park
2. Liquor License renewal applications for Whiskey Tree Distilling, LLC, Columbia River View Vineyard, and Riverside Grocery and Café, Inc.
3. Marijuana License renewal application for Bacon's Cannabis Inc.
4. Contract renewal with WR Business Directions for Supported Employment and Community Inclusion Services within the Developmental Disabilities Program for Klickitat and Skamania Counties
5. Contract with Abbot Rapid DX North America, LLC to provide Public Health with equipment and supplies for in-office testing of symptomatic patient for possible COVID 19 infections
6. Contract with Skamania County Economic Development to perform certain economic development services for the 2021 contract period for Small Business Development Center (SBDC) position

Voucher Approval

Meeting Updates (May continue updates later in meeting if more time is needed)

10:00 AM Department Head Reports

10:30 AM Executive Session pursuant to RCW 42.30.110 (1)(i) Potential Litigation

Adjourn

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

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number

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

3. Contractor Information: Contractor: Kevin Vance
Contact Person: Kevin Vance
Title: Lessee
Address: PO Box 297
Address: Goldendale, WA. 98620
Phone: 850-374-1584

4. Brief description of purpose of the contract and County's contracted duties:
~~On Call Surveying Services~~ *Amendment to Lease Agreement - Tin Shed*

5. Term of Contract: From: July 1, 2021 To: January 31, 2022

6. Contract Award Process: (Check appropriate box)
General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

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

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. Budget Committed in FY 2021 Year: \$
Amount Not Budgeted in Current Year: \$
Total Non-County Funds Committed: \$
Total County Funds Committed: \$
TOTAL FUNDS COMITTED: \$

8. County Contact Person: Name: Tim Elsea, P.E.
Title: *Public Works Director

9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments: _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Public Works – _____	
<u>AGENDA DATE</u>	Department _____	Signature _____
<u>SUBJECT</u>	August 31 st , 2021 _____	
<u>ACTION REQUESTED</u>	Amendment to Lease Agreement _____	
	Approve Amendment to Lease Agreement _____	

SUMMARY/BACKGROUND

Kevin Vance and Ryan Cook originally leased the Tin Shed for hay storage on February 1, 2020. July 1st of this year, another Lessee took over ½ of the Tin Shed, so this amendment will revise the description of the rental space and reduce the rent commensurate with the amount of space rented, i.e. reduce the rent by ½. This Amendment will also remove Ryan Cook from the Lease Agreement and therefore from all obligations or benefits associated with the Lease Agreement.

FISCAL IMPACT

With two Lessees, the income from the Tin Shed will remain the same.

RECOMMENDATION

Approve the Lease Amendment

LIST ATTACHMENTS

Amendment 1 Lease Agreement

**AMENDMENT 1 LEASE
AGREEMENT**

This AMENDMENT TO Lease Agreement is effective the 1st day of July 2021 and Amends the lease Agreement of February 1, 2020 by and between Skamania County and Kevin Vance and Ryan Cook for the Lease of the Tin Shed for the purpose of Hay Storage relating to the Trout Creek Field Equestrian operation.

In consideration of the mutual promises the parties set forth in this Amendment, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Amendment. This amendment amends Recital #4, Section Two and removes one Lessee. The Agreement, Recital #4, and Section Two, are amended as follows:

Recital #4 currently says:

4. Lessee desires to lease the following structure:
Tin Shed for the purposes of **hay storage** relating to the Trout Creek Field Equestrian operation.

Replace with the following language:

4. Lessee desires to lease the following structure:
Approximately 1/2 of the Tin Shed for the purposes of **hay storage** relating to the Trout Creek Field Equestrian operation.

Terms and Conditions, Paragraph 2 currently say:

2. The full base rent of one hundred dollars (\$100.00) plus Washington State Lease Hold tax as established by RCW 82.29A currently at a rate of 12.84%. All Lessee's rent payments, including leasehold tax, will be due and payable on the 1st day of each calendar month.

Replace with Section Two, Terms and Conditions, Paragraph 2, below

2. The full base rent of fifty dollars (\$50.00) plus

Lease Agreement, Kevin Vance and Ryan Cook Wind River Business Park, Stabler WA. 98610

Washington State Lease Hold tax as established by RCW 82.29A currently at a rate of 12.84%. All Lessee's rent payments, including leasehold tax, will be due and payable on the 1st day of each calendar month.

Finally, this amendment removes one of the Lessees from any obligation due to the agreement. Ryan Cook is hereby removed, and the sole lessee is now Kevin Vance.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

LESSEE: Kevin Vance

Kevin Vance

Date

LESSOR: SKAMANIA COUNTY, a Political Subdivision of the State of Washington

APPROVED this ___ day of _____ 2021.

**BOARD OF COUNTY COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner

APPROVED AS TO FORM ONLY:

Prosecuting Attorney

For _____
Against _____
Abstain _____
Absent _____



Washington State
Liquor and Cannabis Board
PO Box 43098

, Olympia WA 98504-3098, (360) 664-1600
www.liq.wa.gov Fax #: (360) 753-2710

August 06, 2021

Dear Local Authority:

RE: Liquor License Renewal Applications in Your Jurisdiction - Your Objection Opportunity

Enclosed please find a list of liquor-licensed premises in your jurisdiction whose liquor licenses will expire in about 90 days. This is your opportunity to object to these license renewal requests as authorized by RCW 66.24.010 (8).

1) Objection to License Renewal

To object to a liquor license renewal: fax or mail a letter to the Washington State Liquor and Cannabis Board (WS-LCB) Licensing Division. This letter must:

- o Detail the reason(s) for your objection, including a statement of all the facts upon which your objection or objections are based. You may include attachments and supporting documents which contain or confirm the facts upon which your objections are based.
- o Please note that whether a hearing will be granted or not is within the Board's discretion per RCW 66.24.010 (8)(d).

Your letter or fax of objection must be received by the Board's Licensing Division at least 30 days prior to the license expiration date. If you need additional time you must request that in writing. Please be aware, however, that it is within the Board's discretion to grant or deny any requests for extension of time to submit objections. Your request for extension will be granted or denied in writing. If objections are not timely received, they will not be considered as part of the renewal process.

A copy of your objection and any attachments and supporting materials will be made available to the licensee, therefore, it is the Local Authority's responsibility to redact any confidential or non-disclosable information (see RCW 42.56) prior to submission to the WSLCB.

2) Status of License While Objection Pending

During the time an objection to a renewal is pending, the permanent liquor license is placed on hold. However, temporary licenses are regularly issued to the licensee until a final decision is made by the Board.

3) Procedure Following Licensing Division Receipt of Objection

After we receive your objection, our licensing staff will prepare a report for review by the Licensing Director. The report will include your letter of objection, as well as any attachments and supporting documents you send. The Licensing Director will then decide to renew the liquor license, or to proceed with non-renewal.

4) Procedure if Board Does Not Renew License

If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The licensee also has the right to request a hearing to contest non-renewal of their liquor license. RCW 66.24.010 (8)(d). If the licensee makes a timely request for a hearing, we will notify you.

The Board's Licensing Division will be required to present evidence at the hearing before an administrative law judge to support the non-renewal recommendation. You may present evidence in support of your objection or objections. The administrative law judge will consider all of the evidence and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

5) Procedure if Board Renews License Over Your Objection

If the Board decides to renew the license over your objection, you will be notified in writing. At that time, you may be given an opportunity to request a hearing. An opportunity for a hearing is offered at the Board's discretion. If a hearing is held, you will be responsible for presenting evidence before an Administrative Law Judge in support of your objection to license renewal. The Board's Licensing Division will present evidence in support of license renewal. The Licensee may also participate and present evidence if the licensee desires. The administrative law judge will consider all of the evidence, and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

For questions about this process, contact the WSLCB Licensing Division at (360) 664-1600 or email us at wslcb@liq.wa.gov.

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIQ 864 07/10

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 08/06/2021

LICENSED ESTABLISHMENTS IN UNINCORPORATED AREAS COUNTY OF SKAMANIA
(BY ZIP CODE) FOR EXPIRATION DATE OF 20211130

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. WHISKEY TREE DISTILLING LLC	WHISKEY TREE DISTILLING 1162 WIND RIVER RD STE C CARSON WA 98610 3298	421357	CRAFT DISTILLERY
2. COLUMBIA RIVER VIEW VINEYARD L	COLUMBIA RIVER VIEW VINEYARD 12271 COOK UNDERWOOD RD UNDERWOOD WA 98651 0000	408571	DOMESTIC WINERY < 250,000 LITERS
3. RIVERSIDE GROCERY & CAFE, INC.	WASHOUGAL RIVER MERCANTILE 4232 CANYON CREEK RD WASHOUGAL WA 98671 0000	351034	GROCERY STORE - BEER/WINE



Washington State
Liquor and Cannabis Board
PO Box 43098,

, Olympia WA 98504-3098, (360) 664-1600

SKAMANIA COUNTY COMMISSIONERS
PO BOX 790
STEVENSON, WA 98648-0790



Washington State
Liquor and Cannabis Board

P O BOX 43098

www.liq.wa.gov Fax #: (360) 753-2710

August 06, 2021

Dear Local Authority:

RE: Marijuana License Renewal Applications in Your Jurisdiction - Your Objection Opportunity

Enclosed please find a list of marijuana licensed premises in your jurisdiction whose marijuana licenses will expire in about 90 days. This is your opportunity to object to these license renewal requests as authorized by RCW 69.50.331 (7).

1) Objection to License Renewal

To object to a marijuana license renewal:

This letter must:

fax or mail a letter to the Washington State Liquor and Cannabis Board (WS-LCB) Licensing Division.

- o Detail the reason(s) for your objection, including a statement of all the facts upon which your objection or objections are based.
- o You may include attachments and supporting documents which contain or confirm the facts upon which your objections are based.
- o Please note that whether a hearing will be granted or not is within the Board's discretion per RCW 69.50.331 (7)(c).

Your letter of objection must be received by the Board's Licensing Division at least 30 days prior to the license expiration date (WAC 314-55-165). If you need additional time you must request that in writing. Please be aware, however, that it is within the Board's discretion to grant or deny any requests for extension of time to submit objections. Your request for extension will be granted or denied in writing. If the objection is received within thirty days of the expiration date or the licensee has already renewed the license, the objection will be considered as a complaint and possible license revocation may be pursued by the enforcement division.

A copy of your objection and any attachments and supporting materials will be made available to the licensee, therefore, it is the Local Authority's responsibility to redact any confidential or non-disclosable information (see RCW 42.56) prior to submission to the WSLCB.

2) Status of License While Objection Pending

During the time an objection to a renewal is pending, the permanent marijuana license is placed on hold.

3) Procedure Following Licensing Division Receipt of Objection

After we receive your objection, our licensing staff will prepare a report for review by the Licensing Director. The report will include your letter of objection, as well as any attachments and supporting documents you send. The Licensing Director will then decide to renew the marijuana license, or to proceed with non-renewal.

4) Procedure if Board Does Not Renew License (WAC 314-55-165 (2)(b))

If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The licensee also has the right to request a hearing to contest non-renewal of their marijuana license. If the licensee makes timely request for a hearing, we will notify you. The Board's Licensing Division will be required to present evidence at the hearing before an administrative law judge to support the non-renewal recommendation. You may present evidence in support of your objection or objections. The administrative law judge will consider all of the evidence and issue an initial order. ~~annothel@gatd&rrd&awio&be~~ The Board members have final authority to renew the marijuana license and will enter a final

5) Procedure if Board Renews License Over Your Objection (WAC 314-55-165 (2)(a))

If the Board decides to renew the license over your objection, you will be notified in writing. At that time, you may be given an opportunity to request a hearing. An opportunity for a hearing is offered at the Board's discretion. If a hearing is held, you will be responsible for presenting evidence before an Administrative Law Judge in support of your objection to license renewal. The Board's Licensing Division will present evidence in support of license renewal. The licensee may also participate and present evidence if the licensee desires. The administrative law judge will consider all of the evidence, and issue an initial order for the Board's review. The Board members have final authority to renew the marijuana license and will enter a final order announcing their decision.

For questions about this process, contact the WSLCB Licensing Division at (360) 664-1600 or email us at wslcb@liq.wa.gov.

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIQ 864 07/10

C092080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 08/06/2021

LICENSED ESTABLISHMENTS IN UNINCORPORATED AREAS COUNTY OF SKAMANIA
(BY ZIP CODE) FOR EXPIRATION DATE OF 20220131

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. BACON'S CANNABIS INC.	BACON'S BUDS 181 KATIES LN STE B WASHOUGAL WA 98671 7397	412288	NON-RETAIL PRIVILEGES MARIJUANA PROCESSOR



Washington State
Liquor and Cannabis Board
P O BOX 43098

SKAMANIA COUNTY COMMISSIONERS
PO BOX 790
STEVENSON, WA 98648-0790

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

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

3. Contractor Information:

Contractor:	WR Business Directions
Contact Person:	Walt Ronish
Title:	Employment Specialist
Address:	2601 NW 46 th Circle
Address:	Camas WA 98607
Email:	walt.ronish@gmail.com
Phone:	360-904-2666

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

Contract for Supported Employment and Community Inclusion services within the Developmental Disabilities Program for Klickitat and Skamania Counties

5. Term of Contract: From: July 1, 2021 To: June 30, 2022

6. Contract Award Process: (Check appropriate box)
General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

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

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

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

7. Original Contract Amount:	\$ 120,000	Source: DD Funds
Supported Employment Amendment	\$	Source: DD Funds
Community Inclusion Amendment	\$ -0-	Source: DD Funds
Other Supports Amendment	\$	Source: DD Funds
Total Amendment 1:	\$	
Total County Funds Committed:	\$ -0-	


TOTAL FUNDS COMMITTED: \$ 120,000

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

9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments:

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	BOCC, 8/31/2021	
<u>SUBJECT</u>	WR Business Directions - Professional Services Contract	
<u>ACTION REQUESTED</u>	Signature	

SUMMARY/BACKGROUND

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

FISCAL IMPACT

Up To \$120,000. Expenditure contract reimbursed through Developmental Disabilities contracts.

RECOMMENDATION

Sign

LIST ATTACHMENTS

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

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN
SKAMANIA COUNTY
AND W.R. BUSINESS DIRECTIONS LLC
(2021 - 2022)**

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **W.R. BUSINESS DIRECTIONS LLC**, 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 Tamara Cissell; provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

2. **INDEPENDENT CONTRACTOR STATUS.**

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

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

3. **SERVICE TO BE RENDERED**

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

4. **TERMS OF CONTRACT**

The contract shall begin on July 1, 2021 and continue until June 30, 2022; PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County or the Contractor may terminate this contract earlier upon fourteen (14) days' written notice, when provisions are made for enrolled clients for continuation of their services.

5. **PAYMENTS FOR SERVICES.**

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

6. **INSURANCE**

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

7. **INDEMNIFICATION**

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

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

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

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

8. **GOVERNING LAW.**

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

9. **ASSIGNABILITY.**

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

10. **EQUAL EMPLOYMENT OPPORTUNITY.**

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

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

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

11. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

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

12. **DISPUTES**

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

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

13. **WAGE AND HOUR COMPLIANCE.**

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

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

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

15. **OWNERSHIP OF WORK PRODUCTS.**

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

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

DATED: August 31, 2021.

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

Chairman

Commissioner

Commissioner

APPROVED AS TO FORM ONLY:

Prosecuting Attorney

W.R. BUSINESS DIRECTIONS LLC

Walter D. Reith

8/25/2021
Date

ATTEST:

Clerk of the Board

Attachment A
W.R. BUSINESS DIRECTIONS LLC
Statement of Work - Vendor

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

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

A. Confidentiality

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

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

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

C. Credentials and Minimum Requirements:

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

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

D. Statement of Work:

1. Program Agreement Budget: Contractor agrees to provide Skamania County Community Health with a yearly program budget within 30 days of full contract execution. The total funding for all services shall not exceed the total allowed funding per client assigned to the contractor. Client Funding: Funds will follow clients if they move to a different county and/or choose a different qualified provider within the county.
2. Comply with the following referenced documents found at DDA Internet site <https://www.dshs.wa.gov/dda/county-best-practices> under "Counties":
 - a. DDA Policy 4.11, County Services for Working Age Adults;
 - b. WAC 388-850, WAC 388-828, WAC 388-845-0001, 0030, 0205, 0210, 0215, 0220, 0600-0610, 1200-1210, 1400-1410, 2100, 2110;
 - c. Criteria for Evaluation
 - d. County Guidelines; and
 - e. Disability Rights of Washington (formerly Washington Protection and Advocacy System) Access Agreement.
3. Conveyance of The Estimated Number of People to be Served and Targeted Outcomes: Contractor shall submit the Service Information Forms (SIF's), provided by DDA at Internet site <https://www.dshs.wa.gov/dda/county-best-practices> to indicate the estimated number of people to be served, targeted outcomes, and identified goal(s) that focus on quality improvement within the categories of Direct Client Services, and Other Activities within 30 days of execution of County Contract Approval. Once approved the SIF outcomes may be modified only by mutual agreement of the County and the DDA Region. (Quality Improvement means a focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality and practice.)
4. "Maintenance of Records" Contractor is required to keep all records for 6 years for all eligible clients.

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

- ii. Community Access/Community Inclusion services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.
 - iii. A client receiving Community Access/Community Inclusion services will not receive employment support simultaneously.
 - iv. A client receiving Community Access/Community Inclusion services may at any time choose to pursue work and to receive employment support.
- b. Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his or her living expenses. Clients should average twenty (20) hours of community work per week or eighty-six (86) hours per month. The amount of service a client receives should be based on his/her demonstrated need, acuity level and work history per WAC 388-828.
 - c. Prior to beginning service or an expected change in service, the provider will clearly communicate to the client and the County the maximum service hours per month the Client can expect to receive. Service changes will not occur until the client has received proper notification from DDA.
 - i. The client's DDA ISP (Individual Support Plan) is the driver for services. The CMIS County Service Authorization and updated Planned Rates information will not exceed the client's DDA ISP.
 - ii. The amount of service the client receives should match with the CMIS County Service Authorization and updated Planned Rates information.
 - d. All clients will have an individualized plan to identify client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the client's individualized plan will be provided to their DDA Case Resource Manager (CRM), guardian and others as appropriate.
 - e. Semi-annual progress reports that describe the outcomes of activities will be provided by the Contractor to County, DDA Case Resource Manager, guardians and others as appropriate. The report will summarize the progress made towards the clients individualized goals.
 - f. All clients will be contacted by their service provider according to the client need and at least once per month.
 - g. If the client's service provider is also the client's employer, funding for the service provider will be available for the first 6 months of employment. At the end of the 6 months another service provider, who is not the employer of record, must provide support unless the county issues a written approval for the provider to continue with long term supports
 - h. If clients in Individual Employment or Prevocational services have not obtained paid employment at minimum wage or better within **six (6) month** the Contractor will assure the following steps are taken:
 - i. Review of the progress towards employment goals:
 - ii. Provide evidence of consultation with the family/client; and

- iii. Develop additional strategies with the family/client, Contractor staff, employment support staff and the case manager. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional strategies will be documented for each client and kept in the client's file(s).
 - i. If after twelve (12) months the client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six month progress report in the next six month progress report. The client may request to participate in Community Access/Community Inclusion activities or the client can choose to remain in an employment program. When requesting to participate in Community Access/Community Inclusion services, the client shall communicate directly with his or her DDA Case Resource Manager (CRM). The CRM is responsible for authorizing Community Access/Community Inclusion services.
 - j. For Prevocational services, it is expected that clients receive training and skill development in groups as well as individual support in the community. The total number of direct service staff hours provided to the group should be equal to or greater than the group's collective amount of individual support monthly base hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provided.
6. Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 530(a)(1), including that:
 - a. The setting is integrated in the greater community and supports individuals to have full access to the greater community;
 - b. Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;
 - c. The setting provides opportunities to seek employment and work in competitive integrated settings; and
 - d. The setting facilitates individual choice regarding services and supports, and who provides them.
 7. Contractor will provide a program report to the Developmental Disabilities Advisory Board at their regularly scheduled meetings.
 8. Contractor agrees to in person attendance of quarterly meetings with Skamania County Community Health and regional DDA staff.

D. Consideration:

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

E. Billing and Payment:


1. Monthly Invoices and documentation: All requests for reimbursement by Contractor for performance hereunder must be submitted by invoice with required documentation claim for each individual (see 2.). Client approval for services must be in place before County can process invoice for payment. County will make payment within 30 days of receipt of accepted invoice.
2. A claim for each individual is documented by indicating the number of service units delivered to each individual, the detail of these service units, the fee per unit and, if applicable, the client hours worked and gross wages paid. A unit is defined as an "hour" entailing at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.
3. Timeliness of Billings: All initial invoices with employment documentation must be received by the County within 15 calendar days following the last day of the month in which the service is provided.
4. It is an expectation that all clients access DVR funding as a resource. Client services shall not be reimbursed under this Contract when the same services are paid for under the Rehabilitation Act of 1973 (DVR), P.L. 94-142 Public Education, or any other source of public or private funding.
5. Recovery of Fees: If Contractor bills and is paid fees for services that the County later finds were (a) not delivered or (b) not delivered in accordance with applicable standards, DSHS shall recover the fees for those services and Contractor shall fully cooperate during the recovery.

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

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

H. Contractor agrees to comply with DSHS Exhibit A - Data Security Requirements detailed on pages 18-25. Exhibit A is attached to Attachment A-Statement of Work and by this reference incorporated herein.


Contractor _____ Date 8/25/2021


Community Health _____ Date 8/25/2021

Special Terms and Conditions

Exhibit A – Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).
 - b. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.
 - c. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. For purposes of this contract, data classified as Category 4 refers to data protected by: the Health Insurance Portability and Accountability Act (HIPAA).
 - d. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, O365, and Rackspace.
 - e. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits (256 preferred) for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
 - f. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.
 - g. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.
 - h. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.
 - i. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but

Special Terms and Conditions

are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

- j. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
- k. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.
- l. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
- m. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: <https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. **Administrative Controls.** The Contractor must have the following controls in place:

- a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.
- b. If the Data shared under this agreement is classified as Category 4 data, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.
- c. If Confidential Information shared under this agreement is classified as Category 4 data, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

Special Terms and Conditions

- a. Have documented policies and procedures governing access to systems with the shared Data
- b. Restrict access through administrative, physical, and technical controls to authorized staff.
- c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action
- d. Ensure that only authorized users are capable of accessing the Data.
- e. Ensure that an employee's access to the Data is removed immediately:
 - (1) Upon suspected compromise of the user credentials.
 - (2) When their employment, or the contract under which the Data is made available to them, is terminated.
 - (3) When they no longer need access to the Data to fulfill the requirements of the contract.
- f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information
- g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:
 - (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
 - (2) That a password does not contain a user's name, logon ID, or any form of their full name.
 - (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.
 - (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.
- h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:
 - (1) Ensuring mitigations applied to the system don't allow end-user modification.
 - (2) Not allowing the use of dial-up connections.
 - (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.
 - (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.

Special Terms and Conditions

- (5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
 - (6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.
 - i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
 - (1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor
 - (2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)
 - (3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)
 - j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
 - (1) Be a minimum of six alphanumeric characters.
 - (2) Contain at least three unique character classes (upper case, lower case, letter, number).
 - (3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.
 - k. Render the device unusable after a maximum of 10 failed logon attempts.
5. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
- a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms, which provide equal or greater security, such as biometrics or smart cards.
 - b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

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

Special Terms and Conditions

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area, which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area..
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data.
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
 - (d) Apply administrative and physical security controls to Portable Devices and Portable Media by:
 - i. Keeping them in a Secure Area when not in use,
 - ii. Using check-in/check-out procedures when they are shared, and
 - iii. Taking frequent inventories.

Special Terms and Conditions

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

h. Data stored for backup purposes.

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

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

- (1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
 - (a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the contact listed in the contract and keep a copy of that attestation for your records in writing that all such procedures will be uniformly followed.
 - (b) The Data will be Encrypted while within the Contractor network.
 - (c) The Data will remain Encrypted during transmission to the Cloud.
 - (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
 - (e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor.
 - (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on the contractor network
 - (g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.
- (2) Data will not be stored on an Enterprise Cloud storage solution unless either:
 - (a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,
 - (b) The Cloud storage solution used is HIPAA compliant.

Special Terms and Conditions

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

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

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or

Special Terms and Conditions

Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

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

Attachment B
HIPAA Business Associate Agreement

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

Obligations & Activities of Business Associate:

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

COUNTY Responsibilities:

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

Interpretation:

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


Contractor

8/25/2021
Date


Community Health

8/25/2021
Date

Attachment C
SUSPENSION & DEBARMENT CERTIFICATION

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

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

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

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

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

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

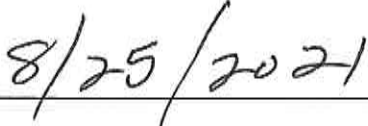
The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government,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




Contractor



Community Health




Date



Date

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	BOCC, 8/31/2021 Ratify BOH 9/14/2021	
<u>SUBJECT</u>		
<u>ACTION REQUESTED</u>	Signature	

SUMMARY/BACKGROUND

Agreement to provide public health department with equipment and supplies for in-office testing of symptomatic patients for COVID19 infection.

FISCAL IMPACT

\$12,792

RECOMMENDATION

Sign

LIST ATTACHMENTS

- Face Sheet
- Master Agreement
- Attachment #1 Fact Sheet for Healthcare Providers
- Attachment #2 Fact Sheet for Patients

COVID-19 MASTER AGREEMENT – SIGNATURE PAGE

ABBOTT RAPID DX NORTH AMERICA, LLC, 30 SOUTH KELLER ROAD, SUITE 100, ORLANDO, FLORIDA 32810

Customer Shipping Address:		Billing Address: Same as Shipping Address	
Customer Name	Skamania County Community Health	Name	Skamania County Community Health
Street Address	710 SW Rock Creek Drive	Address	710 SW Rock Creek Drive
City, State, ZIP	Stevenson, WA 98648	City, State, ZIP	Stevenson, WA 98648
Customer Number (s)		Phone	
National Account Affiliation		Sales Rep / Territory	Jeremy Fortner
Customer Point of Contact	Tamara Cissell LICSW, SUDP	Term	ONE (1) YEAR

Customer identified above ("Customer") and Abbott Rapid Dx North America, LLC ("Abbott") agree to enter into this Master Agreement, including this Signature Page, the General Terms and Conditions and the Membership Exhibit, as each may be amended from time to time (collectively, the "Agreement"). By signing below through their duly authorized representatives, Abbott and Customer agree to be legally bound by the Agreement effective as of the date of Abbott's signature hereto (the "Effective Date").

EMERGENCY USE AUTHORIZATION. The Product (defined in the General Terms and Conditions below) has not been U.S. Food and Drug Administration ("FDA") cleared or approved. The Product has been authorized by the FDA under an emergency use authorization for use by authorized laboratories and patient care settings, and has been authorized only for the detection of nucleic acid from SARS-CoV-2, not for any other viruses or pathogens (the "EUA"). The Product is only authorized for the duration of the declaration that circumstances exist justifying the authorization of emergency use of *in vitro* diagnostic tests for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the Act, 21 U.S.C. § 360bbb-3(b)(1), unless the authorization is terminated or revoked sooner (the "EUA Period"). In connection with the EUA, Abbott is providing Customer with the Fact Sheet for Healthcare Providers attached hereto as Attachment 1 (the "HCP Fact Sheet") and the Fact Sheet for Patients attached hereto as Attachment 2 (the "Patient Fact Sheet", and with the HCP Fact Sheet, the "Fact Sheets"). Customer shall include the Patient Fact Sheet and/or HCP Fact Sheet with all Product result reports, as applicable. Any supply of the Product hereunder shall be subject to the EUA and the information set forth in the Fact Sheets, and Customer shall make its patients aware of the EUA and the Fact Sheets.

Customer shall notify relevant public health authorities of its intent to run the Product prior to initiating such testing and have a process in place for reporting test results to healthcare providers and relevant public health authorities, as appropriate. Customer shall only use the Product as outlined in the package insert and in accordance with the authorized labeling. Customer shall require that any authorized personnel using the Product (i) shall have been appropriately trained in performing and interpreting the results of the Product and (ii) shall use appropriate personal protective equipment when handling the Product.

Customer shall collect information on the performance of the Product and report to DMD/OHT7-OIR/OPEQ/CDRH (via email: CDRH-EUA-Reporting@fda.hhs.gov) and Abbott (via email: ts.scr@abbott.com) any suspected occurrence of false positive or false negative results and significant deviations from the established performance characteristics of the Product of which it becomes aware. Customer shall ensure that any records associated with the EUA are maintained until otherwise notified by the FDA and shall make such records available to the FDA for inspection upon request.

PRODUCTS

Reagents

Abbott Catalog#	Description	Total Volume (Tests)	Net Test Price	Net Kit Price	Purchase Commitment
190-000	ID NOW™ COVID-19 (24T)	312	\$ 41.00	\$984.00	\$12,792.00

Controls & Calibrators

Abbott Catalog #	Description	Net Price
190080	ID NOW COVID-19 Control Swab Kit (12 neg & 12 pos)	\$350.00

Abbott-Owned Equipment

Customer further acknowledges and agrees that the Total Equipment Value for the Abbott-Owned Equipment shall be deemed to be incorporated into the Product price during the Term of the Agreement.

Abbott Catalog#	Description	Total Qty.	Equipment Value (Each)	Total Equipment Value
NAT-024	ID NOW™ Instrument	1	\$8,500.00	\$8,500.00
IDNOWPRINT	ID NOW™ Printer BOM (Includes Cable and Cord)	0	\$350.00	\$ 0.00
I.22XWU1200	Universal Barcode Scanner	0	\$305.00	\$ 0.00

NOTICES. Notices regarding this Agreement shall be given as follows:

To Abbott: Abbott Rapid Dx North America, LLC 30 South Keller Road, Suite 100, Orlando, Florida 32810 ATTN: Contracting Department	With Copy To: Abbott Rapid Diagnostics Legal Abbott Laboratories 100 Abbott Park Road Abbott Park, Illinois 60084-3500 ATTN: DVP & Associate General Counsel	To Customer: At the applicable [billing or shipping] address set forth on this Signature Page
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THE PARTIES HAVE AGREED TO AND ACCEPTED THIS AGREEMENT:
CUSTOMER

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

ABBOTT RAPID DX NORTH AMERICA, LLC

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

COVID-19 MASTER AGREEMENT – GENERAL TERMS AND CONDITIONS

A. PRODUCTS. Subject to Section C, as of the Product Availability Date, Abbott shall make available to Customer and, if applicable, to the customer(s) listed on the attached Membership Exhibit, the ID NOW COVID-19 EUA test products ("Products") listed on the Signature Page at the prices set forth therein. Abbott and Customer may, from time to time, mutually agree in writing to add a System Member to the Membership Exhibit.

B. EQUIPMENT. Abbott agrees to provide Customer, for Customer's use, the Abbott-owned equipment ("Abbott-Owned Equipment") identified on the Signature Page. Customer agrees to accept the identified Abbott-Owned Equipment. The terms and conditions in the Abbott-Owned Equipment Terms and Conditions Section apply to all Abbott-Owned Equipment provided under this Agreement.

C. SUPPLY ALLOCATION. Notwithstanding anything to the contrary in the Agreement: (i) at any time and from time to time, Abbott may have limited inventory or no inventory of one or more Products and/or the Abbott-Owned Equipment, and Abbott shall not incur any liability to Customer for any failure to supply or any delayed supply of Products and/or the Abbott-Owned Equipment; and (ii) Abbott reserves the right, in its sole discretion and without liability, to allocate supply of the Products and/or the Abbott-Owned Equipment, and to immediately discontinue supplying any Product, and any such action will not constitute a breach by Abbott under this Agreement.

D. DISCLOSURE. Any discounts, rebates or other price reductions (collectively referred to herein as "discounts") issued by Abbott to Customer constitute a discount under applicable law (42 U.S.C. Section 1320a-7b(b)(3)(A)). Upon Customer's written request, Abbott shall provide detail pertaining to such discounts and the allocation of total net purchase dollars for Products, equipment, services, and miscellaneous purchases, as applicable. Customer may have an obligation to report such discounts to any State or Federal program that provides reimbursement to Customer for the items to which the discount applies, and, if so, Customer must fully and accurately report such discounts. Further, Customer should retain invoices and other price documentation and make them available to Federal or State officials upon request.

E. PURCHASE COMMITMENT. Subject to Section C above, Abbott agrees to sell, and Customer agrees to purchase, the Product at the prices and volumes indicated on the Signature Page under the Reagents table for the duration of the Term of this Agreement (the "Purchase Commitment"). Customer acknowledges and agrees that the Total Equipment Value for the Abbott-Owned Equipment shall be deemed to be incorporated into the Product price during the Term of the Agreement. Abbott will review Customer's compliance with the Purchase Commitment during the Term. If Customer fails to meet the Purchase Commitment at the end of the Term, then Customer may elect to extend the Term for an additional two (2) months (the "Extension Term"). If Customer elects not to extend the Term and/or does not fulfill their Purchase Commitment at the end of the Extension Term, then Customer agrees that the amount equal to the shortfall between the actual aggregate price of Products purchased by Customer and the Purchase Commitment shall become immediately due to Abbott. If Customer purchases any Product from an authorized distributor, then such purchases shall count toward the Purchase Commitment; it being understood that any such purchases shall, in addition, otherwise be subject to separate terms and conditions between Customer and such authorized distributor. Customer acknowledges and agrees that, in any event, the Product is subject to EUA, the Fact Sheets and the terms of this Agreement. In the event that Abbott is unable to supply a Product under this Agreement and unable to provide a replacement product, Abbott shall suspend the Purchase Commitment for the applicable Product for the duration of time in which the Product is unavailable and adjust the Purchase Commitment accordingly for the current Contract Year. "Contract Year" shall mean the twelve (12) month period commencing upon the Effective Date of this Agreement and each consecutive 12-month period.

F. TERMINATION. If Customer breaches any of the terms of this Agreement, Abbott may, in its sole discretion and without further liability, immediately terminate this Agreement and/or repossess the Abbott-Owned Equipment, in addition to all its other rights and remedies. This Agreement shall automatically terminate upon the end of the EUA Period. Within thirty (30) days following to the end of the Term, Customer shall (i) enter into a Master Agreement for use of the Abbott-Owned Equipment listed on the Price Exhibit with other ID Now-related products; (ii) purchase the Abbott-Owned Equipment by providing a billable purchase order to Abbott using a mutually agreed upon price; or (iii) carefully package and return the Abbott-Owned Equipment pursuant to the terms of this Agreement.

G. CONFIDENTIALITY. The terms of this Agreement are confidential and, except as otherwise required by law, Customer shall not disclose such terms to any third party without Abbott's prior written consent, provided that Customer shall be permitted to disclose the terms of this Agreement to the extent required by applicable law or as reasonably required by Customer's attorneys, accountants and other professional advisors who are under an obligation of confidentiality to Customer. Customer acknowledges and agrees that Abbott may share information under this Agreement, including pursuant to the rules of the stock exchange on which the securities of Abbott are traded, or to the extent requested by any governmental entity. The provisions of this paragraph shall survive termination or expiration of this Agreement.

H. PAYMENT TERMS; SHIPPING. Payment terms are net thirty (30) days. Past due balances may be subject to a service charge of one and one-half percent (1.5%) per month (or the highest rate allowed by law, if lower than one and one-half percent (1.5%) per month). Unless Customer is fully exempt from all taxes, Customer shall pay all taxes, federal, state and local, which may be imposed upon the use, possession, ownership, or lease of any product; such taxes shall be added to the invoice. Customer shall reimburse Abbott for any such tax paid by Abbott. If Customer is tax exempt, Customer must provide a tax-exempt certification to Abbott prior to the Effective Date of this Agreement. Shipping charges are prepaid and added to each invoice. Products will be shipped Free Carriage Alongside (FCA) point of shipment.

I. PRODUCT RETURNS AND ACCEPTANCE. Unless Customer provides written notice to Abbott, no later than ten (10) calendar days after delivery of the applicable Product and/or Abbott-Owned Equipment, of (1) subject to Section C, any discrepancy between the type or quantity of Products and/or Abbott-Owned Equipment ordered and the type or quantity of Products and/or Abbott-Owned Equipment delivered or (2) any failure of such Product and/or Abbott-Owned Equipment to materially comply with the warranty set forth in Section J below, Customer shall be deemed to have accepted ("Acceptance") such Product and/or equipment. All returns shall be governed by Abbott's return policy, which Abbott shall provide to Customer upon request. If Customer experiences difficulty with the Product, Customer may call Abbott Technical Support at 877-441-7440, option 2. If Customer experiences a problem with an order or shipment, Customer may call Abbott Customer Service at 877-441-7440, option 1.

J. WARRANTY. Abbott warrants and represents that Products delivered to carrier for shipment to Customer, or delivered directly to Customer, will commence on Acceptance and continue for the shelf life of the Product: (1) materially conform to published specifications set forth in the applicable Abbott package insert(s); (2) not be adulterated or misbranded within the meaning of the U.S. Food, Drug and Cosmetic Act; and (3) be of good quality and free from defects in materials and workmanship. Except as to warranties specifically set forth in this paragraph, the only other warranties made by Abbott with respect to Products and Abbott-Owned Equipment are those specifically and expressly stated as warranties in the Abbott package insert specifications and manuals. ABBOTT MAKES NO OTHER WARRANTIES; EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER MATTER. Notwithstanding the foregoing, any warranties provided by Abbott will not apply to any Product or Abbott-Owned Equipment if (a) it has been misused, altered, damaged or used other than in accordance with the applicable Abbott package insert and/or operating manual (including product dating); (b) it has been used in combination with other articles, substances or reagents (or any combination thereof) not provided or recommended for use by Abbott with such Product or Abbott-Owned Equipment; (c) the serial or lot number of any Product or Abbott-Owned Equipment has been altered, defaced, or removed; or if any repair is attempted by personnel who has not been authorized by Abbott to perform such repair; or (d) the Product or Abbott-Owned Equipment was purchased from an unauthorized distributor (subsections (a) through (d), collectively, "Warranty Exclusions"). If any Product or Abbott-Owned Equipment does not comply with the warranty set forth in this paragraph, as Customer's sole and exclusive remedy, Abbott shall, at its discretion, repair or replace the applicable Product at no additional expense to Customer.

K. DISCLAIMER. Customer assumes all risk for the suitability of the test results obtained by using the Product and/or Abbott-Owned Equipment hereunder, and the consequences which flow therefrom. Customer assumes all risk when any of the Warranty Exclusions apply to the Products and/or Abbott-Owned Equipment. To the full extent permitted by applicable law, Abbott's maximum aggregate and total liability for all claims under this Agreement is limited to the amount paid to Abbott by Customer for the Products and/or Abbott-Owned Equipment giving rise to the claim. IN NO EVENT SHALL ABBOTT BE LIABLE FOR ANY PUNITIVE, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES OR LOSSES OF ANY NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, OR LOST BUSINESS) ARISING OUT OF THIS AGREEMENT OR THE USE OF PRODUCTS, EQUIPMENT, SERVICES, OR MISCELLANEOUS PURCHASES OR ANY FAILURE BY ABBOTT TO SUPPLY PRODUCTS, EQUIPMENT, SERVICES, OR MISCELLANEOUS PURCHASES HEREUNDER.

L. USE OF PRODUCTS. The Products purchased under this Agreement are for Customer's own use and not for resale or distribution to any third party. Customer agrees not to (1) resell any Abbott Product or equipment; (2) use the Products, as applicable, past their expiration date and (3) use any Product or Equipment in any manner inconsistent with its intended use. Upon reasonable notice, Abbott or its designee may, at its expense, audit all relevant books and records of Customer to confirm Customer's compliance with the restrictions on resale set forth herein. Any such audit shall be conducted during Customer's normal business hours.

M. MISCELLANEOUS. This Agreement, together with all other exhibits and items specifically referenced herein, constitute the entire understanding between Customer and Abbott with respect to the subject matter contained within the Agreement and supersedes prior agreements concerning the same. All terms and conditions contained

in any form issued by Customer shall be null and void and entirely superseded by the terms and conditions of this Agreement, except for those items proposed by Customer and specifically accepted in writing by a duly authorized representative of Abbott. Except where otherwise stated herein, this Agreement may not be altered or amended except by written agreement signed by both parties. Orders received for Products on this Agreement are subject to acceptance by Abbott. Customer will not use Abbott's or its affiliates' names, logos or other indicia in any publicity, advertising, announcement, brochure, customer list or website, in any media now known or hereinafter invented, without prior written consent from Abbott Public Affairs or its designee. Neither party may assign or transfer this Agreement without the other party's prior written consent, except that Abbott may assign this Agreement to an affiliate without Customer's consent. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, excluding choice of law provisions. Subject to the Dispute Resolution section below, for any legal action relating to this Agreement, the parties consent to the exclusive jurisdiction and venue of the federal courts of the Northern District of Illinois and, if there is no jurisdiction in federal court, to the exclusive jurisdiction and venue of the state courts in Lake County, Illinois, U.S. Neither party shall be liable for any failure to perform hereunder (other than the payment of money) due to events outside the affected party's reasonable control, including strikes (legal or illegal), lockouts, fires, floods, or water damage, riots, government acts or orders, interruption of transportation, or inability to obtain material upon reasonable prices or terms. The waiver by either party of any breach of any provision hereof by the other party shall not be construed to be either a waiver of any subsequent breach of any such provision or a waiver of the provision itself. The parties are independent contractors. This Agreement does not create or otherwise imply that there is any relationship of employment, agency, franchise, joint venture, partnership or other similar legal relationship among the parties. No party has the authority to bind or act on behalf of any other party except as otherwise expressly stated in this Agreement. The terms set forth in Sections D, G and J-N shall survive termination or expiration of the Agreement. This Agreement is entered into by and for the sole benefit of the enumerated parties to this Agreement. Nothing in this Agreement shall be interpreted or construed to provide any benefits to any third party or to otherwise create a third-party beneficiary under this Agreement.

N. ALTERNATIVE DISPUTE RESOLUTION. Any dispute or claim arising out of or in connection with this Agreement initiated by either party shall be resolved by binding Alternative Dispute Resolution in accordance with the provisions set forth in this Section N. If a dispute arises between the parties regarding this Agreement, the parties will attempt to resolve such dispute in good faith by direct negotiation by representatives of each party. If such negotiation does not resolve the matter within twenty-eight (28) days after notice of the dispute is given, the matter will be resolved by the following alternative dispute resolution ("ADR") procedure.

To begin an ADR proceeding, a party shall provide written notice to the other party of the issues to be resolved by ADR. Within fourteen (14) days after its receipt of notice of ADR, the other party may, by written notice, add additional issues to be resolved. Within twenty-one (21) days following receipt of the original ADR notice, the parties shall select a mutually acceptable independent, impartial and conflicts-free neutral to preside over the proceeding. If the parties are unable to agree on a mutually acceptable neutral within such period, each party will select one independent, impartial and conflicts-free neutral and those two neutrals will select a third independent, impartial and conflicts-free neutral within ten (10) days thereafter. None of the neutrals selected may be current or former employees, officers or directors of either party or its Affiliates. The parties shall convene in a location mutually agreed upon to conduct a hearing before the neutral no later than fifty-six (56) days after selection of the neutral (unless otherwise agreed upon by the parties).

The ADR Process shall include a pre-hearing exchange of exhibits and summary of witness testimony upon which each party is relying, proposed rulings and remedies on each issue, and a brief in support of each party's proposed rulings and remedies not to exceed twenty (20) pages. The pre-hearing exchange must be completed no later than ten (10) days prior to the hearing date. Any disputes relating to the pre-hearing exchange shall be resolved by the neutral. No discovery shall be permitted by any means, including depositions, interrogatories, requests for admissions, or production of documents.

The hearing shall be conducted on two (2) consecutive days, with each party entitled to five (5) hours of hearing time to present its case, including cross-examination. The neutral shall adopt in its entirety the proposed ruling and remedy of one of the parties on each disputed issue but may adopt one party's proposed rulings and remedies on some issues and the other party's proposed rulings and remedies on other issues. The neutral shall rule within fourteen (14) days of the hearing, shall not issue any written opinion, and shall not refer any portion of the dispute to mediation without the parties' prior, written consent. The rulings of the neutral shall be binding, and non-appealable and may be entered as a final judgment in any court having jurisdiction. The neutral(s) shall be paid a reasonable fee plus expenses. These fees and expenses, along with the reasonable legal fees and expenses of the prevailing party (including all expert witness fees and expenses), the fees and expenses of a court reporter, and any expenses for a hearing room, shall be paid as follows:

- (a) If the neutral(s) rule(s) in favor of one party on all disputed issues in the ADR, the losing party shall pay 100% of such fees and expenses.
- (b) If the neutral(s) rule(s) in favor of one party on some issues and the other party on other issues, the neutral(s) shall issue with the rulings a written determination as to how such fees and expenses shall be allocated between the parties. The neutral(s) shall allocate fees and expenses in a way that bears a reasonable relationship to the outcome of the ADR, with the party prevailing on more issues, or on issues of greater value or gravity, recovering a relatively larger share of its legal fees and expenses.

To the extent not contradicted by the parties' contractual agreement regarding ADR rules and procedures contained herein, the rules governing Fast Track Arbitration of the CPR Institute for Dispute Resolution ("CPR") 366 Madison Avenue, 14th floor, New York, NY 10017 shall apply.

ABBOTT-OWNED EQUIPMENT TERMS AND CONDITIONS

1. ABBOTT-OWNED EQUIPMENT TERMS. Customer shall use Abbott-Owned Equipment only at Customer's shipping address and/or at the address(es) listed on the Membership Exhibit. Customer shall not remove, transfer, or alter the Abbott-Owned Equipment, or remove any labels, symbols or serial numbers that are or may be affixed to any items of Abbott-Owned Equipment except as required or approved by Abbott in writing. So long as Abbott retains title to the Abbott-Owned Equipment, Abbott shall be responsible for any loss or damage resulting from the use of the Abbott-Owned Equipment unless such loss or damage to the Abbott-Owned Equipment is caused by the Warranty Exclusions. Customer shall promptly notify Abbott of any loss or damage to the Abbott-Owned Equipment. If Customer is responsible for such loss or damage, Customer shall be responsible for the cost of any and all repairs, and if Abbott determines the damaged Abbott-Owned Equipment is irreparable, Customer shall pay Abbott the then current catalog trade price for such Abbott-Owned Equipment less depreciation based on a ten (10) year straight line basis (prorated monthly) and, thereupon, Customer shall have purchased such Abbott-Owned Equipment "AS IS" with all faults and defects.

2. SERVICING OF ABBOTT-OWNED EQUIPMENT. Only Abbott or Abbott-appointed personnel may service, alter or replace the Abbott-Owned Equipment and/or any accessories that are necessary to keep the Abbott-Owned Equipment in good working order, excluding items that require replacement with normal use. If Customer requires technical support for the Abbott-Owned Equipment, Customer may contact Abbott Technical Support at 877-441-7440, option 2, to address customer support issues. If Abbott is unable to successfully service the Abbott-Owned Equipment through troubleshooting, then, as Customer's sole and exclusive remedy, Abbott shall, at its election, either repair or replace the Abbott-Owned Equipment within two (2) business days. Abbott agrees to provide software updates for reliability or operational improvements to the extent available for the Abbott-Owned Equipment at no additional cost to Customer. Promptly following its receipt of the replacement equipment, Customer must return the equipment deemed to need service to Abbott, using the packaging provided with the replacement equipment for such return. Abbott reserves the right to use refurbished equipment as replacement equipment. Service also includes twenty-four (24) hour phone support.

3. TITLE OF ABBOTT-OWNED EQUIPMENT. Abbott is owner of, and retains title to, the Abbott-Owned Equipment, except as set forth herein. These Abbott-Owned Equipment Terms and Conditions shall terminate automatically and immediately upon Customer's purchase of any Abbott-Owned Equipment. Customer shall not permit or suffer any attachment, encumbrance, lien, or security interest to be filed against Abbott-Owned Equipment. Customer shall promptly notify Abbott if any of the foregoing is filed or claimed, and shall indemnify Abbott for any and all loss or damage including attorney's fees resulting from any of the foregoing. Customer may, at any time, purchase the Abbott-Owned Equipment upon terms and conditions of sale established by Abbott, provided that Customer is not in breach of Customer's Purchase Commitment (as defined in the General Terms and Conditions).

4. RETURN OF ABBOTT-OWNED EQUIPMENT. Subject to Customer's purchase of the Abbott-Owned Equipment, upon termination of this Agreement for any reason, Customer shall carefully pack and return any Abbott-Owned Equipment to Abbott or permit Abbott to enter the facility and remove the Abbott-Owned Equipment, as Abbott determines. If Customer returns Abbott-Owned Equipment, Customer shall be liable for any losses of or damage to, any items of the Abbott-Owned Equipment while it is in return transit.

MEMBERSHIP EXHIBIT

ABBOTT RAPID DX NORTH AMERICA, LLC, 30 SOUTH KELLER ROAD, SUITE 100, ORLANDO, FLORIDA 32810

This Membership Exhibit permits Abbott to accept purchase orders for Products from the Customer "Ship and Bill To" entities ("System Members") listed below, and permits Abbott to ship Products and invoice System Members directly for such Products. Customer represents that it has the authority to bind each System Member to this Agreement, and each System Member shall be bound by this Agreement, as if such System Member signed this Agreement. Customer and System Members shall be collectively responsible for meeting the Purchase Commitment in this Agreement. If any System Member fails to comply with the terms and conditions of this Agreement, Customer shall be liable for such noncompliance. For purposes of this Agreement, each reference to "Customer" in this Agreement shall also be deemed a reference to a "System Member".

System Members

System Member Name	Street Address	City, ST and Zip Code



FACT SHEET FOR HEALTHCARE PROVIDERS

ID NOW COVID-19 – Abbott Diagnostics Scarborough, Inc.

Updated: June 1, 2020

Coronavirus
Disease 2019
(COVID-19)

This Fact Sheet informs you of the significant known and potential risks and benefits of the emergency use of the ID NOW COVID-19.

The ID NOW COVID-19 is authorized for use on respiratory specimens collected from individuals who are suspected of COVID-19 by their healthcare provider.

All patients whose specimens are tested with this assay will receive the Fact Sheet for Patients: ID NOW COVID-19.

What are the symptoms of COVID-19?

Many patients with confirmed COVID-19 have developed fever and/or symptoms of acute respiratory illness (e.g., cough, difficulty breathing). The current information available to characterize the spectrum of clinical illness associated with COVID-19 suggests that symptoms include cough, shortness of breath or dyspnea, fever, chills, myalgias, headache, sore throat or new loss of taste or smell. Based on what is known about the virus that causes COVID-19, signs and symptoms may appear any time from 2 to 14 days after exposure to the virus. Based on preliminary data, the median incubation period is approximately 5 days, but may range 2-14 days.

Public health officials have identified cases of COVID-19 infection throughout the world, including the United States, which may pose risks for public health. Please check the CDC webpage for the most up to date information.

What do I need to know about COVID-19 testing?

Current information on COVID-19 for healthcare providers is available at CDC's webpage, *Information for Healthcare Professionals* (see links provided in "Where can I go for updates and more information" section).

- The ID NOW COVID-19 can be used to test direct nasal, nasopharyngeal or throat swabs.
- The ID NOW COVID-19 should be ordered for the detection of COVID-19 in individuals who are suspected of COVID-19 by their healthcare provider.
- The ID NOW COVID-19 is authorized for use in laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 (CLIA), 42 U.S.C. §263a, to perform high and moderate complexity tests.
- The ID NOW COVID-19 Test is authorized to be distributed and used in patient care settings using the ID NOW Instrument outside of the clinical laboratory environment.

This test is to be performed only using respiratory specimens collected from individuals who are suspected of COVID-19 by their healthcare provider.

Specimens should be collected with appropriate infection control precautions. Current guidance for COVID-19 infection control precautions are available at the CDC's website (see links provided in "Where can I go for updates and more information" section).

Use appropriate personal protective equipment when collecting and handling specimens from individuals suspected of having COVID-19 as outlined in the CDC *Interim Laboratory Biosafety Guidelines for Handling and Processing Specimens Associated with Coronavirus Disease 2019 (COVID-19)*. For additional information, refer to CDC *Interim Guidelines for Collecting, Handling, and Testing Clinical Specimens from Persons Under Investigation (PUIs) for Coronavirus Disease 2019 (COVID-19)* (see links provided in "Where can I go for updates and more information" section).

What does it mean if the specimen tests positive for the virus that causes COVID-19?

A positive test result for COVID-19 indicates that RNA from SARS-CoV-2 was detected, and the patient is infected with the virus and presumed to be contagious. Laboratory test results should always be considered in the context of clinical observations and epidemiological data in making a final diagnosis and patient management decisions. Patient management should follow current CDC guidelines.

The ID NOW COVID-19 has been designed to minimize the likelihood of false positive test results. However, in the event of a false positive result, risks to patients could include the following: a recommendation for isolation of the patient, monitoring of household or other close contacts for symptoms, patient isolation that might limit contact with family or friends and may increase contact with other potentially COVID-19 patients, limits in the ability to work, the delayed diagnosis and treatment for the true infection causing the symptoms, unnecessary prescription of a treatment or therapy, or other unintended adverse effects.

All laboratories and healthcare providers in patient care settings using this test must follow the standard testing and reporting guidelines according to their appropriate public health authorities.

Report Adverse events, including problems with test performance or results, to MedWatch by submitting the online FDA Form 3500 (https://www.accessdata.fda.gov/scripts/medwatch/index.cfm?action=reporting_home) or by calling 1-800-FDA-1088



FACT SHEET FOR HEALTHCARE PROVIDERS

ID NOW COVID-19 – Abbott Diagnostics Scarborough, Inc.

Updated: June 1, 2020

Coronavirus
Disease 2019
(COVID-19)

What does it mean if the specimen tests negative for the virus that causes COVID-19?

A negative test result for this test means that SARS-CoV-2 RNA was not present in the specimen above the limit of detection. However, a negative result does not rule out COVID-19 and should not be used as the sole basis for treatment or patient management decisions. A negative result does not exclude the possibility of COVID-19. Negative results should be treated as presumptive and, if inconsistent with clinical signs and symptoms or necessary for patient management, should be tested with an alternative molecular assay.

When diagnostic testing is negative, the possibility of a false negative result should be considered in the context of a patient's recent exposures and the presence of clinical signs and symptoms consistent with COVID-19. The possibility of a false negative result should especially be considered if the patient's recent exposures or clinical presentation indicate that COVID-19 is likely, and diagnostic tests for other causes of illness (e.g., other respiratory illness) are negative. If COVID-19 is still suspected based on exposure history together with other clinical findings, retesting with an alternative method should be considered by healthcare providers in consultation with public health authorities.

Risks to a patient of a false negative include: delayed or lack of supportive treatment, lack of monitoring of infected individuals and their household or other close contacts for symptoms resulting in increased risk of spread of COVID-19 within the community, or other unintended adverse events.

What is an EUA?

The United States FDA has made this test available under an emergency access mechanism called an Emergency Use Authorization (EUA). The EUA is supported by the Secretary of Health and Human Service's (HHS's) declaration that circumstances exist to justify the emergency use of in vitro diagnostics (IVDs) for the detection and/or diagnosis of the virus that causes COVID-19.

An IVD made available under an EUA has not undergone the same type of review as an FDA-approved or cleared IVD. FDA may issue an EUA when certain criteria are met, which includes that there are no adequate, approved, available alternatives, and based on the totality of scientific evidence available, it is reasonable to believe that this IVD may be effective in the detection of the virus that causes COVID-19.

The EUA for this test is in effect for the duration of the COVID-19 declaration justifying emergency use of IVDs, unless terminated or revoked (after which the test may no longer be used).

Where can I go for updates and more information?

CDC webpages:

General: <https://www.cdc.gov/COVID19>

Healthcare Professionals:

<https://www.cdc.gov/coronavirus/2019-nCoV/guidance-hcp.html>

Information for Laboratories:

<https://www.cdc.gov/coronavirus/2019-nCoV/guidance-laboratories.html>

Laboratory Biosafety: <https://www.cdc.gov/coronavirus/2019-nCoV/lab-biosafety-guidelines.html>

Isolation Precautions in Healthcare Settings:

<https://www.cdc.gov/coronavirus/2019-nCoV/infection-control/control-recommendations.html>

Specimen Collection: <https://www.cdc.gov/coronavirus/2019-nCoV/guidelines-clinical-specimens.html>

Infection Control: <https://www.cdc.gov/coronavirus/2019-nCoV/infection-control/index.html>

FDA webpages:

General: www.fda.gov/novelcoronavirus

EUAs: (includes links to patient fact sheet and manufacturer's instructions) <https://www.fda.gov/medical-devices/emergency-situations-medical-devices/emergency-use-authorizations>

Abbott Diagnostics Scarborough, Inc.:

Abbott Diagnostics Scarborough, Inc.
10 Southgate Road
Scarborough, ME, USA, 04074

Customer Support:

+1 855 731-2288

ts_scr@abbott.com

Technical Support:

+1 855 731-2288

ts_scr@abbott.com

Website:

<https://www.alere.com/en/home/product-details/id-now-COVID-19.html>

TB000039 Rev. 5

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Report Adverse events, including problems with test performance or results, to MedWatch by submitting the online FDA Form 3500 (<https://www.accessdata.fda.gov/scripts/medwatch/index.cfm?action=reporting.home>) or by calling 1-800-FDA-1088

ATTACHMENT 2



FACT SHEET FOR PATIENTS

ID NOW COVID-19 –
Abbott Diagnostics Scarborough, Inc.

June 1, 2020

**Coronavirus
Disease 2019
(COVID-19)**

You are being given this Fact Sheet because your sample(s) was tested for the Coronavirus Disease 2019 (COVID-19) using the ID NOW COVID-19 test. This Fact Sheet contains information to help you understand the risks and benefits of using this test for the diagnosis of COVID-19. After reading this Fact Sheet, if you have questions or would like to discuss the information provided, please talk to your healthcare provider.

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- For the most up to date information on COVID-19 please visit the CDC Coronavirus Disease 2019 (COVID-19) webpage:
 - <https://www.cdc.gov/COVID19>
-

What is COVID-19?

COVID-19 is caused by the SARS-CoV-2 virus. The virus can cause mild to severe respiratory illness and has spread globally, including the United States. The current information available to characterize the spectrum of clinical illness associated with COVID-19 suggests that symptoms include cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, headache, sore throat or new loss of taste or smell.

What is the ID NOW COVID-19 test?

The test is designed to detect the virus that causes COVID-19 in respiratory specimens, for example nasal or oral swabs.

Why was my sample tested?

You were tested because your healthcare provider believes you may have been exposed to the virus that causes COVID-19 based on your signs and symptoms (e.g., fever, cough, difficulty breathing), and/or because:

- You live in or have recently traveled to a place where transmission of COVID-19 is known to occur, and/or
- You have been in close contact with an individual suspected of or confirmed to have COVID-19.

Testing of the samples will help find out if you may have COVID-19.

What are the known and potential risks and benefits of the test?

Potential risks include:

- Possible discomfort or other complications that can happen during sample collection.
- Possible incorrect test result (see below for more information).

Potential benefits include:

- The results, along with other information, can help your healthcare provider make

-
- **Where can I go for updates and more information?** The most up-to-date information on COVID-19 is available at the CDC General webpage: <https://www.cdc.gov/COVID19>. In addition, please also contact your healthcare provider with any questions/concerns.
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FACT SHEET FOR PATIENTS

ID NOW COVID-19 –
Abbott Diagnostics Scarborough, Inc.

June 1, 2020

**Coronavirus
Disease 2019
(COVID-19)**

- informed recommendations about your care.
- The results of this test may help limit the spread of COVID-19 to your family and others in your community.

What does it mean if I have a positive test result?

If you have a positive test result, it is very likely that you have COVID-19. Therefore, it is also likely that you may be placed in isolation to avoid spreading the virus to others. There is a very small chance that this test can give a positive result that is wrong (a false positive result). Your healthcare provider will work with you to determine how best to care for you based on the test results along with medical history, and your symptoms.

What does it mean if I have a negative test result?

A negative test result means that the virus that causes COVID-19 was not found in your sample. For COVID-19, a negative test result for a sample collected while a person has symptoms usually means that COVID-19 did not cause your recent illness.

However, it is possible for this test to give a negative result that is incorrect (false negative) in some people with COVID-19. This means that you could possibly still have COVID-19 even though the test is negative. If this is the case, your healthcare provider will consider the test result together with all other aspects of your medical history (such as symptoms, possible exposures, and geographical location of places you

have recently traveled) in deciding how to care for you.

It is important that you work with your healthcare provider to help you understand the next steps you should take.

Is this test FDA-approved or cleared?

No. This test is not yet approved or cleared by the United States FDA. When there are no FDA-approved or cleared tests available, and other criteria are met, FDA can make tests available under an emergency access mechanism called an Emergency Use Authorization (EUA). The EUA for this test is supported by the Secretary of Health and Human Service's (HHS's) declaration that circumstances exist to justify the emergency use of in vitro diagnostics for the detection and/or diagnosis of the virus that causes COVID-19. This EUA will remain in effect (meaning this test can be used) for the duration of the COVID-19 declaration justifying emergency of IVDs, unless it is terminated or revoked by FDA (after which the test may no longer be used).

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TB000038 Rev. 3

- **Where can I go for updates and more information?** The most up-to-date information on COVID-19 is available at the CDC General webpage: <https://www.cdc.gov/COVID19>. In addition, please also contact your healthcare provider with any questions/concerns.

COVID-19 MASTER AGREEMENT – SIGNATURE PAGE

ABBOTT RAPID DX NORTH AMERICA, LLC, 30 SOUTH KELLER ROAD, SUITE 100, ORLANDO, FLORIDA 32810

Customer Shipping Address:		Billing Address:	
Customer Name	Skamania County Community Health	Name	Same as Shipping Address
Street Address	710 SW Rock Creek Drive	Address	710 SW Rock Creek Drive
City, State, ZIP	Stevenson, WA 98648	City, State, ZIP	Stevenson, WA 98648
Customer Number (s)		Phone	
National Account Affiliation		Sales Rep / Territory	Jeremy Fortner
Customer Point of Contact	Tamara Cisaell, LICSW, SUDP	Term	ONE (1) YEAR

Customer identified above ("Customer") and Abbott Rapid Dx North America, LLC ("Abbott") agree to enter into this Master Agreement, including this Signature Page, the General Terms and Conditions and the Membership Exhibit, as each may be amended from time to time (collectively, the "Agreement"). By signing below through their duly authorized representatives, Abbott and Customer agree to be legally bound by the Agreement effective as of the date of Abbott's signature hereto (the "Effective Date").

EMERGENCY USE AUTHORIZATION. The Product (defined in the General Terms and Conditions below) has not been U.S. Food and Drug Administration ("FDA") cleared or approved. The Product has been authorized by the FDA under an emergency use authorization for use by authorized laboratories and patient care settings, and has been authorized only for the detection of nucleic acid from SARS-CoV-2, not for any other viruses or pathogens (the "EUA"). The Product is only authorized for the duration of the declaration that circumstances exist justifying the authorization of emergency use of *in vitro* diagnostic tests for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the Act, 21 U.S.C. § 360bbb-3(b)(1), unless the authorization is terminated or revoked sooner (the "EUA Period"). In connection with the EUA, Abbott is providing Customer with the Fact Sheet for Healthcare Providers attached hereto as Attachment 1 (the "HCP Fact Sheet") and the Fact Sheet for Patients attached hereto as Attachment 2 (the "Patient Fact Sheet", and with the HCP Fact Sheet, the "Fact Sheets"). Customer shall include the Patient Fact Sheet and/or HCP Fact Sheet with all Product result reports, as applicable. Any supply of the Product hereunder shall be subject to the EUA and the information set forth in the Fact Sheets, and Customer shall make its patients aware of the EUA and the Fact Sheets.

Customer shall notify relevant public health authorities of its intent to run the Product prior to initiating such testing and have a process in place for reporting test results to healthcare providers and relevant public health authorities, as appropriate. Customer shall only use the Product as outlined in the package insert and in accordance with the authorized labeling. Customer shall require that any authorized personnel using the Product (i) shall have been appropriately trained in performing and interpreting the results of the Product and (ii) shall use appropriate personal protective equipment when handling the Product.

Customer shall collect information on the performance of the Product and report to DMD/OHT7-OIR/OPEQ/CDRH (via email: CDRH-EUA-Reporting@fda.hhs.gov) and Abbott (via email: ts.scr@abbott.com) any suspected occurrence of false positive or false negative results and significant deviations from the established performance characteristics of the Product of which it becomes aware. Customer shall ensure that any records associated with the EUA are maintained until otherwise notified by the FDA and shall make such records available to the FDA for inspection upon request.

PRODUCTS

Reagents

Abbott Catalog#	Description	Total Volume (Tests)	Net Test Price	Net Kit Price	Purchase Commitment
190-000	ID NOW™ COVID-19 (24T)	312	\$ 41.00	\$984.00	\$12,792.00

Controls & Calibrators

Abbott Catalog #	Description	Net Price
190080	ID NOW COVID-19 Control Swab Kit (12 neg & 12 pos)	\$350.00

Abbott-Owned Equipment

Customer further acknowledges and agrees that the Total Equipment Value for the Abbott-Owned Equipment shall be deemed to be incorporated into the Product price during the Term of the Agreement.

Abbott Catalog#	Description	Total Qty.	Equipment Value (Each)	Total Equipment Value
NAT-024	ID NOW™ Instrument	1	\$8,500.00	\$8,500.00
IDNOWPRINT	ID NOW™ Printer BOM (Includes Cable and Cord)	0	\$350.00	\$ 0.00
L22XWU1200	Universal Barcode Scanner	0	\$305.00	\$ 0.00

NOTICES. Notices regarding this Agreement shall be given as follows:

To Abbott: Abbott Rapid Dx North America, LLC 30 South Keller Road, Suite 100, Orlando, Florida 32810 ATTN: Contracting Department	With Copy To: Abbott Rapid Diagnostics Legal Abbott Laboratories 100 Abbott Park Road Abbott Park, Illinois 60064-3800 ATTN: DVP & Associate General Counsel	To Customer: At the applicable (billing or shipping) address set forth on this Signature Page
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THE PARTIES HAVE AGREED TO AND ACCEPTED THIS AGREEMENT:
CUSTOMER

ABBOTT RAPID DX NORTH AMERICA, LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

COVID-19 MASTER AGREEMENT – GENERAL TERMS AND CONDITIONS

A. PRODUCTS. Subject to Section C, as of the Product Availability Date, Abbott shall make available to Customer and, if applicable, to the customer(s) listed on the attached Membership Exhibit, the ID NOW COVID-19 EUA test products ("Products") listed on the Signature Page at the prices set forth therein. Abbott and Customer may, from time to time, mutually agree in writing to add a System Member to the Membership Exhibit.

B. EQUIPMENT. Abbott agrees to provide Customer, for Customer's use, the Abbott-owned equipment ("Abbott-Owned Equipment") identified on the Signature Page. Customer agrees to accept the identified Abbott-Owned Equipment. The terms and conditions in the Abbott-Owned Equipment Terms and Conditions Section apply to all Abbott-Owned Equipment provided under this Agreement.

C. SUPPLY ALLOCATION. Notwithstanding anything to the contrary in the Agreement: (i) at any time and from time to time, Abbott may have limited inventory or no inventory of one or more Products and/or the Abbott-Owned Equipment, and Abbott shall not incur any liability to Customer for any failure to supply or any delayed supply of Products and/or the Abbott-Owned Equipment; and (ii) Abbott reserves the right, in its sole discretion and without liability, to allocate supply of the Products and/or the Abbott-Owned Equipment, and to immediately discontinue supplying any Product, and any such action will not constitute a breach by Abbott under this Agreement.

D. DISCLOSURE. Any discounts, rebates or other price reductions (collectively referred to herein as "discounts") issued by Abbott to Customer constitute a discount under applicable law (42 U.S.C. Section 1320a-7b(b)(3)(A)). Upon Customer's written request, Abbott shall provide detail pertaining to such discounts and the allocation of total net purchase dollars for Products, equipment, services, and miscellaneous purchases, as applicable. Customer may have an obligation to report such discounts to any State or Federal program that provides reimbursement to Customer for the items to which the discount applies, and, if so, Customer must fully and accurately report such discounts. Further, Customer should retain invoices and other price documentation and make them available to Federal or State officials upon request.

E. PURCHASE COMMITMENT. Subject to Section C above, Abbott agrees to sell, and Customer agrees to purchase, the Product at the prices and volumes indicated on the Signature Page under the Reagents table for the duration of the Term of this Agreement (the "Purchase Commitment"). Customer acknowledges and agrees that the Total Equipment Value for the Abbott-Owned Equipment shall be deemed to be incorporated into the Product price during the Term of the Agreement. Abbott will review Customer's compliance with the Purchase Commitment during the Term. If Customer fails to meet the Purchase Commitment at the end of the Term, then Customer may elect to extend the Term for an additional two (2) months (the "Extension Term"). If Customer elects not to extend the Term and/or does not fulfill their Purchase Commitment at the end of the Extension Term, then Customer agrees that the amount equal to the shortfall between the actual aggregate price of Products purchased by Customer and the Purchase Commitment shall become immediately due to Abbott. If Customer purchases any Product from an authorized distributor, then such purchases shall count toward the Purchase Commitment, it being understood that any such purchases shall, in addition, otherwise be subject to separate terms and conditions between Customer and such authorized distributor. Customer acknowledges and agrees that, in any event, the Product is subject to EUA, the Fact Sheets and the terms of this Agreement. In the event that Abbott is unable to supply a Product under this Agreement and unable to provide a replacement product, Abbott shall suspend the Purchase Commitment for the applicable Product for the duration of time in which the Product is unavailable and adjust the Purchase Commitment accordingly for the current Contract Year. "Contract Year" shall mean the twelve (12) month period commencing upon the Effective Date of this Agreement and each consecutive 12-month period.

F. TERMINATION. If Customer breaches any of the terms of this Agreement, Abbott may, in its sole discretion and without further liability, immediately terminate this Agreement and/or repossess the Abbott-Owned Equipment, in addition to all its other rights and remedies. This Agreement shall automatically terminate upon the end of the EUA Period. Within thirty (30) days following to the end of the Term, Customer shall (i) enter into a Master Agreement for use of the Abbott-Owned Equipment listed on the Price Exhibit with other ID Now-related products; (ii) purchase the Abbott-Owned Equipment by providing a billable purchase order to Abbott using a mutually agreed upon price; or (iii) carefully package and return the Abbott-Owned Equipment pursuant to the terms of this Agreement.

G. CONFIDENTIALITY. The terms of this Agreement are confidential and, except as otherwise required by law, Customer shall not disclose such terms to any third party without Abbott's prior written consent, provided that Customer shall be permitted to disclose the terms of this Agreement to the extent required by applicable law or as reasonably required by Customer's attorneys, accountants and other professional advisors who are under an obligation of confidentiality to Customer. Customer acknowledges and agrees that Abbott may share information under this Agreement, including pursuant to the rules of the stock exchange on which the securities of Abbott are traded, or to the extent requested by any governmental entity. The provisions of this paragraph shall survive termination or expiration of this Agreement.

H. PAYMENT TERMS; SHIPPING. Payment terms are net thirty (30) days. Past due balances may be subject to a service charge of one and one-half percent (1.5%) per month (or the highest rate allowed by law, if lower than one and one-half percent (1.5%) per month). Unless Customer is fully exempt from all taxes, Customer shall pay all taxes, federal, state and local, which may be imposed upon the use, possession, ownership, or lease of any product; such taxes shall be added to the invoice. Customer shall reimburse Abbott for any such tax paid by Abbott. If Customer is tax exempt, Customer must provide a tax-exempt certification to Abbott prior to the Effective Date of this Agreement. Shipping charges are prepaid and added to each invoice. Products will be shipped Free Carriage Alongside (FCA) point of shipment.

I. PRODUCT RETURNS AND ACCEPTANCE. Unless Customer provides written notice to Abbott, no later than ten (10) calendar days after delivery of the applicable Product and/or Abbott-Owned Equipment, of (1) subject to Section C, any discrepancy between the type or quantity of Products and/or Abbott-Owned Equipment ordered and the type or quantity of Products and/or Abbott-Owned Equipment delivered or (2) any failure of such Product and/or Abbott-Owned Equipment to materially comply with the warranty set forth in Section J below, Customer shall be deemed to have accepted ("Acceptance") such Product and/or equipment. All returns shall be governed by Abbott's return policy, which Abbott shall provide to Customer upon request. If Customer experiences difficulty with the Product, Customer may call Abbott Technical Support at 877-441-7440, option 2. If Customer experiences a problem with an order or shipment, Customer may call Abbott Customer Service at 877-441-7440, option 1.

J. WARRANTY. Abbott warrants and represents that Products delivered to carrier for shipment to Customer, or delivered directly to Customer, will commence on Acceptance and continue for the shelf life of the Product: (1) materially conform to published specifications set forth in the applicable Abbott package insert(s); (2) not be adulterated or misbranded within the meaning of the U.S. Food, Drug and Cosmetic Act; and (3) be of good quality and free from defects in materials and workmanship. Except as to warranties specifically set forth in this paragraph, the only other warranties made by Abbott with respect to Products and Abbott-Owned Equipment are those specifically and expressly stated as warranties in the Abbott package insert specifications and manuals. ABBOTT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER MATTER. Notwithstanding the foregoing, any warranties provided by Abbott will not apply to any Product or Abbott-Owned Equipment if (a) it has been misused, altered, damaged or used other than in accordance with the applicable Abbott package insert and/or operating manual (including product dating); (b) it has been used in combination with other articles, substances or reagents (or any combination thereof) not provided or recommended for use by Abbott with such Product or Abbott-Owned Equipment; (c) the serial or lot number of any Product or Abbott-Owned Equipment has been altered, defaced, or removed; or if any repair is attempted by personnel who has not been authorized by Abbott to perform such repair; or (d) the Product or Abbott-Owned Equipment was purchased from an unauthorized distributor (subsections (a) through (d), collectively, "Warranty Exclusions"). If any Product or Abbott-Owned Equipment does not comply with the warranty set forth in this paragraph, as Customer's sole and exclusive remedy, Abbott shall, at its discretion, repair or replace the applicable Product at no additional expense to Customer.

K. DISCLAIMER. Customer assumes all risk for the suitability of the test results obtained by using the Product and/or Abbott-Owned Equipment hereunder, and the consequences which flow therefrom. Customer assumes all risk when any of the Warranty Exclusions apply to the Products and/or Abbott-Owned Equipment. To the full extent permitted by applicable law, Abbott's maximum aggregate and total liability for all claims under this Agreement is limited to the amount paid to Abbott by Customer for the Products and/or Abbott-Owned Equipment giving rise to the claim. IN NO EVENT SHALL ABBOTT BE LIABLE FOR ANY PUNITIVE, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES OR LOSSES OF ANY NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, OR LOST BUSINESS) ARISING OUT OF THIS AGREEMENT OR THE USE OF PRODUCTS, EQUIPMENT, SERVICES, OR MISCELLANEOUS PURCHASES OR ANY FAILURE BY ABBOTT TO SUPPLY PRODUCTS, EQUIPMENT, SERVICES, OR MISCELLANEOUS PURCHASES HEREUNDER.

L. USE OF PRODUCTS. The Products purchased under this Agreement are for Customer's own use and not for resale or distribution to any third party. Customer agrees not to (1) resell any Abbott Product or equipment; (2) use the Products, as applicable, past their expiration date and (3) use any Product or Equipment in any manner inconsistent with its intended use. Upon reasonable notice, Abbott or its designee may, at its expense, audit all relevant books and records of Customer to confirm Customer's compliance with the restrictions on resale set forth herein. Any such audit shall be conducted during Customer's normal business hours.

M. MISCELLANEOUS. This Agreement, together with all other exhibits and items specifically referenced herein, constitute the entire understanding between Customer and Abbott with respect to the subject matter contained within the Agreement and supersedes prior agreements concerning the same. All terms and conditions contained

In any form issued by Customer shall be null and void and entirely superseded by the terms and conditions of this Agreement, except for those items proposed by Customer and specifically accepted in writing by a duly authorized representative of Abbott. Except where otherwise stated herein, this Agreement may not be altered or amended except by written agreement signed by both parties. Orders received for Products on this Agreement are subject to acceptance by Abbott. Customer will not use Abbott's or its affiliates' names, logos or other indicia in any publicity, advertising, announcement, brochure, customer list or website. In any media now known or hereinafter invented, without prior written consent from Abbott Public Affairs or its designee. Neither party may assign or transfer this Agreement without the other party's prior written consent, except that Abbott may assign this Agreement to an affiliate without Customer's consent. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, excluding choice of law provisions. Subject to the Dispute Resolution section below, for any legal action relating to this Agreement, the parties consent to the exclusive jurisdiction and venue of the federal courts of the Northern District of Illinois and, if there is no jurisdiction in federal court, to the exclusive jurisdiction and venue of the state courts in Lake County, Illinois, U.S. Neither party shall be liable for any failure to perform hereunder (other than the payment of money) due to events outside the affected party's reasonable control, including strikes (legal or illegal), lockouts, fires, floods, or water damage, riots, government acts or orders, interruption of transportation, or inability to obtain material upon reasonable prices or terms. The waiver by either party of any breach of any provision hereof by the other party shall not be construed to be either a waiver of any subsequent breach of any such provision or a waiver of the provision itself. The parties are independent contractors. This Agreement does not create or otherwise imply that there is any relationship of employment, agency, franchise, joint venture, partnership or other similar legal relationship among the parties. No party has the authority to bind or act on behalf of any other party except as otherwise expressly stated in this Agreement. The terms set forth in Sections D, G and J-N shall survive termination or expiration of the Agreement. This Agreement is entered into by and for the sole benefit of the enumerated parties to this Agreement. Nothing in this Agreement shall be interpreted or construed to provide any benefits to any third party or to otherwise create a third-party beneficiary under this Agreement.

N. ALTERNATIVE DISPUTE RESOLUTION. Any dispute or claim arising out of or in connection with this Agreement initiated by either party shall be resolved by binding Alternative Dispute Resolution in accordance with the provisions set forth in this Section N. If a dispute arises between the parties regarding this Agreement, the parties will attempt to resolve such dispute in good faith by direct negotiation by representatives of each party. If such negotiation does not resolve the matter within twenty-eight (28) days after notice of the dispute is given, the matter will be resolved by the following alternative dispute resolution ("ADR") procedure.

To begin an ADR proceeding, a party shall provide written notice to the other party of the issues to be resolved by ADR. Within fourteen (14) days after its receipt of notice of ADR, the other party may, by written notice, add additional issues to be resolved. Within twenty-one (21) days following receipt of the original ADR notice, the parties shall select a mutually acceptable independent, impartial and conflicts-free neutral to preside over the proceeding. If the parties are unable to agree on a mutually acceptable neutral within such period, each party will select one independent, impartial and conflicts-free neutral and those two neutrals will select a third independent, impartial and conflicts-free neutral within ten (10) days thereafter. None of the neutrals selected may be current or former employees, officers or directors of either party or its Affiliates. The parties shall convene in a location mutually agreed upon to conduct a hearing before the neutral no later than fifty-six (56) days after selection of the neutral (unless otherwise agreed upon by the parties).

The ADR Process shall include a pre-hearing exchange of exhibits and summary of witness testimony upon which each party is relying, proposed rulings and remedies on each issue, and a brief in support of each party's proposed rulings and remedies not to exceed twenty (20) pages. The pre-hearing exchange must be completed no later than ten (10) days prior to the hearing date. Any disputes relating to the pre-hearing exchange shall be resolved by the neutral. No discovery shall be permitted by any means, including depositions, interrogatories, requests for admissions, or production of documents.

The hearing shall be conducted on two (2) consecutive days, with each party entitled to five (5) hours of hearing time to present its case, including cross-examination. The neutral shall adopt in its entirety the proposed ruling and remedy of one of the parties on each disputed issue but may adopt one party's proposed rulings and remedies on some issues and the other party's proposed rulings and remedies on other issues. The neutral shall rule within fourteen (14) days of the hearing, shall not issue any written opinion, and shall not refer any portion of the dispute to mediation without the parties' prior, written consent. The rulings of the neutral shall be binding, and non-appealable and may be entered as a final judgment in any court having jurisdiction. The neutral(s) shall be paid a reasonable fee plus expenses. These fees and expenses, along with the reasonable legal fees and expenses of the prevailing party (including all expert witness fees and expenses), the fees and expenses of a court reporter, and any expenses for a hearing room, shall be paid as follows:

- (a) If the neutral(s) rule(s) in favor of one party on all disputed issues in the ADR, the losing party shall pay 100% of such fees and expenses.
- (b) If the neutral(s) rule(s) in favor of one party on some issues and the other party on other issues, the neutral(s) shall issue with the rulings a written determination as to how such fees and expenses shall be allocated between the parties. The neutral(s) shall allocate fees and expenses in a way that bears a reasonable relationship to the outcome of the ADR, with the party prevailing on more issues, or on issues of greater value or gravity, recovering a relatively larger share of its legal fees and expenses.

To the extent not contradicted by the parties' contractual agreement regarding ADR rules and procedures contained herein, the rules governing Fast Track Arbitration of the CPR Institute for Dispute Resolution ("CPR") 366 Madison Avenue, 14th floor, New York, NY 10017 shall apply.

ABBOTT-OWNED EQUIPMENT TERMS AND CONDITIONS

1. ABBOTT-OWNED EQUIPMENT TERMS. Customer shall use Abbott-Owned Equipment only at Customer's shipping address and/or at the address(es) listed on the Membership Exhibit. Customer shall not remove, transfer, or alter the Abbott-Owned Equipment, or remove any labels, symbols or serial numbers that are or may be affixed to any items of Abbott-Owned Equipment except as required or approved by Abbott in writing. So long as Abbott retains title to the Abbott-Owned Equipment, Abbott shall be responsible for any loss or damage resulting from the use of the Abbott-Owned Equipment unless such loss or damage to the Abbott-Owned Equipment is caused by the Warranty Exclusions. Customer shall promptly notify Abbott of any loss or damage to the Abbott-Owned Equipment. If Customer is responsible for such loss or damage, Customer shall be responsible for the cost of any and all repairs, and if Abbott determines the damaged Abbott-Owned Equipment is irreparable, Customer shall pay Abbott the then current catalog trade price for such Abbott-Owned Equipment less depreciation based on a ten (10) year straight line basis (prorated monthly) and, thereupon, Customer shall have purchased such Abbott-Owned Equipment "AS IS" with all faults and defects.

2. SERVICING OF ABBOTT-OWNED EQUIPMENT. Only Abbott or Abbott-appointed personnel may service, alter or replace the Abbott-Owned Equipment and/or any accessories that are necessary to keep the Abbott-Owned Equipment in good working order, excluding items that require replacement with normal use. If Customer requires technical support for the Abbott-Owned Equipment, Customer may contact Abbott Technical Support at 877-441-7440, option 2, to address customer support issues. If Abbott is unable to successfully service the Abbott-Owned Equipment through troubleshooting, then, as Customer's sole and exclusive remedy, Abbott shall, at its election, either repair or replace the Abbott-Owned Equipment within two (2) business days. Abbott agrees to provide software updates for reliability or operational improvements to the extent available for the Abbott-Owned Equipment at no additional cost to Customer. Promptly following its receipt of the replacement equipment, Customer must return the equipment deemed to need service to Abbott, using the packaging provided with the replacement equipment for such return. Abbott reserves the right to use refurbished equipment as replacement equipment. Service also includes twenty-four (24) hour phone support.

3. TITLE OF ABBOTT-OWNED EQUIPMENT. Abbott is owner of, and retains title to, the Abbott-Owned Equipment, except as set forth herein. These Abbott-Owned Equipment Terms and Conditions shall terminate automatically and immediately upon Customer's purchase of any Abbott-Owned Equipment. Customer shall not permit or suffer any attachment, encumbrance, lien, or security interest to be filed against Abbott-Owned Equipment. Customer shall promptly notify Abbott if any of the foregoing is filed or claimed, and shall indemnify Abbott for any and all loss or damage including attorney's fees resulting from any of the foregoing. Customer may, at any time, purchase the Abbott-Owned Equipment upon terms and conditions of sale established by Abbott, provided that Customer is not in breach of Customer's Purchase Commitment (as defined in the General Terms and Conditions).

4. RETURN OF ABBOTT-OWNED EQUIPMENT. Subject to Customer's purchase of the Abbott-Owned Equipment, upon termination of this Agreement for any reason, Customer shall carefully pack and return any Abbott-Owned Equipment to Abbott or permit Abbott to enter the facility and remove the Abbott-Owned Equipment, as Abbott determines. If Customer returns Abbott-Owned Equipment, Customer shall be liable for any losses of or damage to, any items of the Abbott-Owned Equipment while it is in return transit.

MEMBERSHIP EXHIBIT

ABBOTT RAPID DX NORTH AMERICA, LLC, 30 SOUTH KELLER ROAD, SUITE 100, ORLANDO, FLORIDA 32810

This Membership Exhibit permits Abbott to accept purchase orders for Products from the Customer "Ship and Bill To" entities ("System Members") listed below, and permits Abbott to ship Products and invoice System Members directly for such Products. Customer represents that it has the authority to bind each System Member to this Agreement, and each System Member shall be bound by this Agreement, as if such System Member signed this Agreement. Customer and System Members shall be collectively responsible for meeting the Purchase Commitment in this Agreement. If any System Member fails to comply with the terms and conditions of this Agreement, Customer shall be liable for such noncompliance. For purposes of this Agreement, each reference to "Customer" in this Agreement shall also be deemed a reference to a "System Member".

System Members

System Member Name	Street Address	City, ST and Zip Code



FACT SHEET FOR HEALTHCARE PROVIDERS

ID NOW COVID-19 – Abbott Diagnostics Scarborough, Inc.

Updated: June 1, 2020

Coronavirus
Disease 2019
(COVID-19)

This Fact Sheet informs you of the significant known and potential risks and benefits of the emergency use of the ID NOW COVID-19.

The ID NOW COVID-19 is authorized for use on respiratory specimens collected from individuals who are suspected of COVID-19 by their healthcare provider.

All patients whose specimens are tested with this assay will receive the Fact Sheet for Patients: ID NOW COVID-19.

What are the symptoms of COVID-19?

Many patients with confirmed COVID-19 have developed fever and/or symptoms of acute respiratory illness (e.g., cough, difficulty breathing). The current information available to characterize the spectrum of clinical illness associated with COVID-19 suggests that symptoms include cough, shortness of breath or dyspnea, fever, chills, myalgias, headache, sore throat or new loss of taste or smell. Based on what is known about the virus that causes COVID-19, signs and symptoms may appear any time from 2 to 14 days after exposure to the virus. Based on preliminary data, the median incubation period is approximately 5 days, but may range 2-14 days.

Public health officials have identified cases of COVID-19 infection throughout the world, including the United States, which may pose risks for public health. Please check the CDC webpage for the most up to date information.

What do I need to know about COVID-19 testing?

Current information on COVID-19 for healthcare providers is available at CDC's webpage, *Information for Healthcare Professionals* (see links provided in "Where can I go for updates and more information" section).

- The ID NOW COVID-19 can be used to test direct nasal, nasopharyngeal or throat swabs.
- The ID NOW COVID-19 should be ordered for the detection of COVID-19 in individuals who are suspected of COVID-19 by their healthcare provider.
- The ID NOW COVID-19 is authorized for use in laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 (CLIA), 42 U.S.C. §263a, to perform high and moderate complexity tests.
- The ID NOW COVID-19 Test is authorized to be distributed and used in patient care settings using the ID NOW Instrument outside of the clinical laboratory environment.

This test is to be performed only using respiratory specimens collected from individuals who are suspected of COVID-19 by their healthcare provider.

Specimens should be collected with appropriate infection control precautions. Current guidance for COVID-19 infection control precautions are available at the CDC's website (see links provided in "Where can I go for updates and more information" section).

Use appropriate personal protective equipment when collecting and handling specimens from individuals suspected of having COVID-19 as outlined in the CDC *Interim Laboratory Biosafety Guidelines for Handling and Processing Specimens Associated with Coronavirus Disease 2019 (COVID-19)*. For additional information, refer to CDC *Interim Guidelines for Collecting, Handling, and Testing Clinical Specimens from Persons Under Investigation (PUIs) for Coronavirus Disease 2019 (COVID-19)* (see links provided in "Where can I go for updates and more information" section).

What does it mean if the specimen tests positive for the virus that causes COVID-19?

A positive test result for COVID-19 indicates that RNA from SARS-CoV-2 was detected, and the patient is infected with the virus and presumed to be contagious. Laboratory test results should always be considered in the context of clinical observations and epidemiological data in making a final diagnosis and patient management decisions. Patient management should follow current CDC guidelines.

The ID NOW COVID-19 has been designed to minimize the likelihood of false positive test results. However, in the event of a false positive result, risks to patients could include the following: a recommendation for isolation of the patient, monitoring of household or other close contacts for symptoms, patient isolation that might limit contact with family or friends and may increase contact with other potentially COVID-19 patients, limits in the ability to work, the delayed diagnosis and treatment for the true infection causing the symptoms, unnecessary prescription of a treatment or therapy, or other unintended adverse effects.

All laboratories and healthcare providers in patient care settings using this test must follow the standard testing and reporting guidelines according to their appropriate public health authorities.

Report Adverse events, including problems with test performance or results, to MedWatch by submitting the online FDA Form 3500 (<https://www.accessdata.fda.gov/scripts/medwatch/index.cfm?action=reporting.home>) or by calling 1-800-FDA-1088



FACT SHEET FOR HEALTHCARE PROVIDERS

ID NOW COVID-19 – Abbott Diagnostics Scarborough, Inc.

Updated: June 1, 2020

Coronavirus
Disease 2019
(COVID-19)

What does it mean if the specimen tests negative for the virus that causes COVID-19?

A negative test result for this test means that SARS-CoV-2 RNA was not present in the specimen above the limit of detection. However, a negative result does not rule out COVID-19 and should not be used as the sole basis for treatment or patient management decisions. A negative result does not exclude the possibility of COVID-19. Negative results should be treated as presumptive and, if inconsistent with clinical signs and symptoms or necessary for patient management, should be tested with an alternative molecular assay.

When diagnostic testing is negative, the possibility of a false negative result should be considered in the context of a patient's recent exposures and the presence of clinical signs and symptoms consistent with COVID-19. The possibility of a false negative result should especially be considered if the patient's recent exposures or clinical presentation indicate that COVID-19 is likely, and diagnostic tests for other causes of illness (e.g., other respiratory illness) are negative. If COVID-19 is still suspected based on exposure history together with other clinical findings, retesting with an alternative method should be considered by healthcare providers in consultation with public health authorities.

Risks to a patient of a false negative include: delayed or lack of supportive treatment, lack of monitoring of infected individuals and their household or other close contacts for symptoms resulting in increased risk of spread of COVID-19 within the community, or other unintended adverse events.

What is an EUA?

The United States FDA has made this test available under an emergency access mechanism called an Emergency Use Authorization (EUA). The EUA is supported by the Secretary of Health and Human Service's (HHS's) declaration that circumstances exist to justify the emergency use of in vitro diagnostics (IVDs) for the detection and/or diagnosis of the virus that causes COVID-19.

An IVD made available under an EUA has not undergone the same type of review as an FDA-approved or cleared IVD. FDA may issue an EUA when certain criteria are met, which includes that there are no adequate, approved, available alternatives, and based on the totality of scientific evidence available, it is reasonable to believe that this IVD may be effective in the detection of the virus that causes COVID-19.

The EUA for this test is in effect for the duration of the COVID-19 declaration justifying emergency use of IVDs, unless terminated or revoked (after which the test may no longer be used).

Where can I go for updates and more information?

CDC webpages:

General: <https://www.cdc.gov/COVID19>

Healthcare Professionals:

<https://www.cdc.gov/coronavirus/2019-nCoV/guidance-hcp.html>

Information for Laboratories:

<https://www.cdc.gov/coronavirus/2019-nCoV/guidance-laboratories.html>

Laboratory Biosafety: <https://www.cdc.gov/coronavirus/2019-nCoV/lab-biosafety-guidelines.html>

Isolation Precautions in Healthcare Settings:

<https://www.cdc.gov/coronavirus/2019-ncov/infection-control/control-recommendations.html>

Specimen Collection: <https://www.cdc.gov/coronavirus/2019-nCoV/guidelines-clinical-specimens.html>

Infection Control: <https://www.cdc.gov/coronavirus/2019-ncov/infection-control/index.html>

FDA webpages:

General: www.fda.gov/novelcoronavirus

EUAs: (includes links to patient fact sheet and manufacturer's instructions) <https://www.fda.gov/medical-devices/emergency-situations-medical-devices/emergency-use-authorization>

Abbott Diagnostics Scarborough, Inc.:

Abbott Diagnostics Scarborough, Inc.
10 Southgate Road
Scarborough, ME, USA, 04074

Customer Support:

+1 855 731-2268

ts_scr@abbott.com

Technical Support:

+1 855 731-2268

ts_scr@abbott.com

Website:

<https://www.alere.com/en/home/product-details/id-now-COVID-19.html>

TB000039 Rev. 5

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Report Adverse events, including problems with test performance or results, to MedWatch by submitting the online FDA Form 3500 (https://www.accessdata.fda.gov/scripts/medwatch/index.cfm?action=reporting_home) or by calling 1-800-FDA-1088

ATTACHMENT 2



FACT SHEET FOR PATIENTS

ID NOW COVID-19 –
Abbott Diagnostics Scarborough, Inc.

June 1, 2020

**Coronavirus
Disease 2019
(COVID-19)**

You are being given this Fact Sheet because your sample(s) was tested for the Coronavirus Disease 2019 (COVID-19) using the ID NOW COVID-19 test. This Fact Sheet contains information to help you understand the risks and benefits of using this test for the diagnosis of COVID-19. After reading this Fact Sheet, if you have questions or would like to discuss the information provided, please talk to your healthcare provider.

-
- For the most up to date information on COVID-19 please visit the CDC Coronavirus Disease 2019 (COVID-19) webpage:
 - <https://www.cdc.gov/COVID19>
-

What is COVID-19?

COVID-19 is caused by the SARS-CoV-2 virus. The virus can cause mild to severe respiratory illness and has spread globally, including the United States. The current information available to characterize the spectrum of clinical illness associated with COVID-19 suggests that symptoms include cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, headache, sore throat or new loss of taste or smell.

What is the ID NOW COVID-19 test?

The test is designed to detect the virus that causes COVID-19 in respiratory specimens, for example nasal or oral swabs.

Why was my sample tested?

You were tested because your healthcare provider believes you may have been exposed to the virus that causes COVID-19 based on your signs and symptoms (e.g., fever, cough, difficulty breathing), and/or because:

- You live in or have recently traveled to a place where transmission of COVID-19 is known to occur, and/or
- You have been in close contact with an individual suspected of or confirmed to have COVID-19.

Testing of the samples will help find out if you may have COVID-19.

What are the known and potential risks and benefits of the test?

Potential risks include:

- Possible discomfort or other complications that can happen during sample collection.
- Possible incorrect test result (see below for more information).

Potential benefits include:

- The results, along with other information, can help your healthcare provider make

-
- **Where can I go for updates and more information?** The most up-to-date information on COVID-19 is available at the CDC General webpage: <https://www.cdc.gov/COVID19>. In addition, please also contact your healthcare provider with any questions/concerns.
-



FACT SHEET FOR PATIENTS

ID NOW COVID-19 –
Abbott Diagnostics Scarborough, Inc.

June 1, 2020

**Coronavirus
Disease 2019
(COVID-19)**

- informed recommendations about your care.
- The results of this test may help limit the spread of COVID-19 to your family and others in your community.

What does it mean if I have a positive test result?

If you have a positive test result, it is very likely that you have COVID-19. Therefore, it is also likely that you may be placed in isolation to avoid spreading the virus to others. There is a very small chance that this test can give a positive result that is wrong (a false positive result). Your healthcare provider will work with you to determine how best to care for you based on the test results along with medical history, and your symptoms.

What does it mean if I have a negative test result?

A negative test result means that the virus that causes COVID-19 was not found in your sample. For COVID-19, a negative test result for a sample collected while a person has symptoms usually means that COVID-19 did not cause your recent illness.

However, it is possible for this test to give a negative result that is incorrect (false negative) in some people with COVID-19. This means that you could possibly still have COVID-19 even though the test is negative. If this is the case, your healthcare provider will consider the test result together with all other aspects of your medical history (such as symptoms, possible exposures, and geographical location of places you

have recently traveled) in deciding how to care for you.

It is important that you work with your healthcare provider to help you understand the next steps you should take.

Is this test FDA-approved or cleared?

No. This test is not yet approved or cleared by the United States FDA. When there are no FDA-approved or cleared tests available, and other criteria are met, FDA can make tests available under an emergency access mechanism called an Emergency Use Authorization (EUA). The EUA for this test is supported by the Secretary of Health and Human Service's (HHS's) declaration that circumstances exist to justify the emergency use of in vitro diagnostics for the detection and/or diagnosis of the virus that causes COVID-19. This EUA will remain in effect (meaning this test can be used) for the duration of the COVID-19 declaration justifying emergency of IVDs, unless it is terminated or revoked by FDA (after which the test may no longer be used).

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TB000038 Rev. 3

- **Where can I go for updates and more information?** The most up-to-date information on COVID-19 is available at the CDC General webpage: <https://www.cdc.gov/COVID19>. In addition, please also contact your healthcare provider with any questions/concerns.

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number EDC – SBDC Position 2021
2. Contract Status: (Check appropriate box) Original Renewal Amendment
3. Contractor Information: Contractor: Skamania County Economic Development Council
Contact Person: Kevin Waters,
Title: Executive Director
Address: PO Box 437
Address: Stevenson, WA 98648
Phone: 427-5110
4. Brief description of purpose of the contract and County's contracted duties: EDC will perform certain economic development services to the County during the 2021 contract period for Small Business Development Center (SBDC)
5. Term of Contract: From: July 1, 2021 To: December 31, 2021
6. Contract Award Process: (Check appropriate box)
General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190
- | | |
|--------------------------|--|
| <input type="checkbox"/> | Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners |
| <input type="checkbox"/> | Informal Bid Process (Formal Quotes between \$2,500 and \$25,000) |
| <input type="checkbox"/> | Formal Sealed Bid Process (Purchase is over \$25,000) |
| <input type="checkbox"/> | Other Exempt (explain and provide RCW) <u>36.32.250 & 39.04.155 RCW</u> |
- Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)
- | | |
|-------------------------------------|--|
| <input type="checkbox"/> | Small Works Roster (PW projects up to \$200,000) |
| <input type="checkbox"/> | Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners) |
| <input checked="" type="checkbox"/> | Service Contract only |
7. Budget Committed in Current Year: \$
Amount Not Budgeted in Current Year \$10,000 Source: _____
Total Non-County Funds Committed: \$ -0- Source: _____
Total County Funds Committed: \$10,000
TOTAL FUNDS COMMITTED: \$10,000
8. County Contact Person: Name: Debbie Slack *Debbie Slack*
Title: Clerk of the Board
9. Department Approval: _____
Department Head or Elected Official Signature
10. Special Comments: _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Commissioners</u> Department	 Signature
<u>AGENDA DATE</u>	August 31, 2021	
<u>SUBJECT</u>	<u>Service Contract with Skamania County Economic Development Council for Small Business Development Center (SBDC) Contracted Position</u>	
<u>ACTION REQUESTED</u>	<u>Approve Contract</u>	

SUMMARY/BACKGROUND

Economic development services will be performed by Skamania County EDC for a Small Business Development Center (SBDC) contracted position agreed to be partially funded by the County.

FISCAL IMPACT

Current contract is \$10,000, to be paid monthly July 2021 through December 2021 at \$1,666.66 per month.

RECOMMENDATION

Approve contract

LIST ATTACHMENTS

Contract Face Sheet
Agenda Commentary
Contract
Attachment A, Scope of Work
Attachments A-3 from Research Subaward Agreement, Prime Award Terms and Conditions from EDC contract with WSU (For information only)

**SKAMANIA COUNTY –EDC/SBDC
SERVICE CONTRACT
2021**

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "COUNTY", and **SKAMANIA ECONOMIC DEVELOPMENT COUNCIL**, a corporation, 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 regarding this contract, such as modifications, amendments, or change orders.

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 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. The Contractor 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 Chair, Skamania County Board of Commissioners, 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 can provide the services contracted for herein; that it is the usual business of the Contractor to provide such services.

3. **INDEPENDENT CONTRACTOR STATUS SERVICES TO BE RENDERED.**

A. The work to be performed by the Contractor consists of those services that are fully described in the contract documents marked Attachment A, consisting of a total of two (2) pages, 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 January 1, 2021 and terminate on December 31, 2021; 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.

5. **PAYMENTS FOR SERVICES.**

A. The consideration for the services to be performed by the Contractor shall be in the amount of \$10,000 but shall be limited to any project payment limit detailed in Attachment A of this contract.

B. Payment on the account of the contracted services shall be made monthly, following the completion of each month, according to the following schedule:

January	\$0	February	\$0
March	\$0	April	\$0
May	\$0	June	\$0
July	\$1,666.66	August	\$1,666.66
September	\$1,666.66	October	\$1,666.66
November	\$1,666.66	December	\$1,666.66

C. The Contractor shall submit a request for payment monthly, including a progress report of activities conducted under this contract as set forth in Attachment A. Payment is due within thirty (30) days of submission of accepted detailed invoice. **The final invoice for December 2021 must be received no later than December 01, 2021.**

D. The Contractor agrees that funds received from the County can be expended for only public purposes and the Contractor will keep

identifiable financial and performance books and records of all funds received pursuant to this contract from the County detailing the receipts and expenditures of such funds, that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds. If the total amount paid to the Contractor, as a sub-recipient of federal funds, exceeds \$300,000 in federal funds during a calendar year, the Contractor shall be required to have an independent audit of the use of the federal funds as required in OMB Circular A-133.

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 liability insurance naming the County, its elected and appointed officials, 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 suites, 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 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 based on 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. If the Contractor shall fail to fulfill in a timely manner any of the covenants of this agreement, the County shall have the right to terminate this agreement by giving the Contractor seven (7) days' notice, in writing, of the County's intent to terminate and the reasons for said termination.
- B. Upon 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, at the option of the County, become the County's property. The Contractor shall be entitled to payment for work completed and this contract shall terminate.
- C. In the event the Contractor is determined to be in default of this contract the County shall be entitled to damages, computed by subtracting from the cost to the County in completing any unfurnished work, the unpaid balance of the agreed upon contract price, and the County may withhold any payments owed to the Contractor for the purposes of set off until such time as the exact amount of damages can be computed.

15. **NON-DEFAULTING TERMINATION.**

- A. All or any part of the services to be performed hereunder are to be funded by revenues granted to the County from federal or state agencies and, in the event said grant monies should for any reason not be received by the County or should be terminated by the granting agency, then this contract shall terminate without damages to either party. PROVIDED THAT the Contractor shall be entitled to be paid for the work performed to date to the extent the County is entitled to receive reimbursement for any such payment; and, in that regard, the Contractor agrees that it understands the County's source of funding for this project and assumes the risk involved in undertaking a project on a reimbursable basis.
- B. Notwithstanding the term of this agreement either party may terminate this agreement without cause by giving the other party thirty (30) days written notice of said termination.

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: _____, 2021.

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

**SKAMANIA ECONOMIC
DEVELOPMENT COUNCIL**

Chairman

Commissioner

Commissioner

Date

APPROVED AS TO FORM ONLY:

ATTEST:

Prosecuting Attorney

Clerk of the Board

ATTACHMENT "A"
SCOPE OF WORK – SBDC Contract
SKAMANIA ECONOMIC DEVELOPMENT COUNCIL
2021

The Skamania Economic Development Council (SEDC) will perform the following economic development services to Skamania County (County) during the 2021 contract period for the Small Business Development Center (SBDC) Contracted Position:

1. Provide business retention, expansion and recruitment activities that contribute to the diversification of the County's economy.
2. Pay lease space for SBDC Representative monthly.
3. Provide business assistance to existing and potential business clients in Skamania County with a variety of business needs
4. Execute and maintain the WSU/SBDC Contract between the SEDC.
5. Develop and maintain the new SBDC Position for Skamania and Klickitat County.
6. Provide SBDC Position updates in quarterly meetings with Commissioners.

Board of County Commissioners

Economic Development Council

Board of County Commissioners

Board of County Commissioners

APPROVED AS TO FORM:

Skamania County Prosecutor

Attachment A
Research Subaward Agreement
Prime Award Terms and Conditions

See Attached Prime Award T&C's. In addition, per the Uniform Guidance we are to include our approved federally recognized indirect cost rate in this Subaward agreement. WSU's F&A rate for this project is 26.0% MTDC.

Special Terms and Conditions:

I. Terms and Conditions

A. WSBDC MISSION

We are a network of professional advisors providing insight and solutions for the development and growth toward the long-term success of businesses.

B. Description of Work:

1. Both parties agree that this performance-oriented subcontract shall establish acceptable education programs and business advising activities designed to provide valuable economic development assistance services that meet the needs of small business and pre-business owners and operators. The Sub-Contractor will collaborate with the SBDC Business Advisor to support and facilitate the delivery of advising services and training required to meet the economic goals of both parties to this agreement. The parties understand that all activities supported by the funds provided pursuant to this Agreement shall be in compliance with the WSBDC deliverables, guidelines, policies and procedures and the SBA Program Announcement and Cooperative Agreement.
2. Both parties shall share oversight responsibilities of the business advisor's performance during the term of this Agreement.
3. The Subcontractor will implement policies and procedures to facilitate a thorough coordination of effort and a close working relationship between the Subcontractor and the Lead SBDC staff that support a priority of delivering confidential one-on-one advising, with a secondary priority of conduction or supporting workshops to small businesses in Washington State. The Subcontractor will provide adequate facilities and administrative services necessary under this contract at its facilities. At a minimum, the Subcontractor must provide facility accommodations that include: a private office (minimum of 120 square feet) that facilitates SBDC client confidentiality; the prominent display of the SBA and SBDC names and logos; a secure recordkeeping system to maintain client files in locked cabinets or in an area that can be secured to provide client file confidentiality; a telephone line dedicated to the SBDC in the private office; appropriate computer, software, internet access, including access to the WSBDC intranet and client activity database, and other standard office supplies and services appropriate for office operations. The office will be easily accessible to small business clients and will be ADA compliant or reasonable accommodations will be made.

Any and all documentation, data, reports or information prepared or assembled for the purposes of this Agreement are considered confidential and may only be shared during the term of this Agreement. Furthermore, all client information is strictly confidential, including that the client is working with the SBDC, and cannot be shared with the sub-contractor or anyone outside of SBDC network personnel, see Small Business Act - Section 21 - Small Business Development Center. Aggregate client information concerning client or SBDC activities and/or results that is supplied by SBDC advisor(s) and that does not

identify individual clients may be used by sub-contractor and does not require prior approval by the SBDC Lead Office.

The Subcontractor will also provide the Lead SBDC with the name of a designated primary contact person who will function as the coordinator for the delivery of the contractual requirements included in this document. The primary contact person, with assistance from the Lead SBDC, will be responsible for ensuring that a cooperative working relationship exists between the Subcontractor and other providers of small business services within the service area, such as SCORE, chambers of commerce, business and trade associations, economic development councils, port authorities, and similar entities.

4. All SBDC staff and subcontractors, whether paid with federal or local funds, must comply with the policy safeguarding the SBDC from actual or apparent conflicts in accordance with C.F.R. § 2701.112. This requires all employees, consultants, instructors and volunteers of the SBDC to sign the SBDC's Code of Conduct which includes the conflict of interest and confidentiality. The signed statements must be kept on file and copies forwarded to the Lead SBDC.
5. Volunteers providing services to the SBDC must sign a copy of the above policy statement. Volunteers, providing training services, must at least receive a copy of the above statement.
6. SBA recognition language and disclaimers are required on SBDC publications and on Subcontractor SBDC websites. Appropriate guidelines are provided below:

SBDCs must display signage featuring the SBA "Powered by" logo at all facilities open to the public, and such signage must also prominently feature the following acknowledgement of support immediately below or adjacent to that logo:

"Funded in part through a cooperative agreement with the U.S. Small Business Administration."

Materials that contain editorial content must use the following alternate acknowledgement of support (either independently or in conjunction with the SBA "Powered by" logo):

"Funded in part through a cooperative agreement with the U.S. Small Business Administration. All opinions, conclusions or recommendations expressed are those of the author(s) and do not necessarily reflect the view of the SBA."

The SBA "Powered by" logo must appear on prominent web pages of Internet sites that are related to this agreement and must appear with the above disclaimer in legible, easily readable print and acknowledgement of support immediately below or next to it.

Sub-contractor shall return any equipment provided to the business advisor by SBDC immediately upon the expiration or cancellation of this Agreement, unless otherwise agreed by SBDC.

8. Business Advising Services:

- a. The business advising portion of Subcontractor's responsibilities shall conform to the Business Advisor expectations detailed in Attachment 2 and the Business Advisor Deliverables detailed in Attachment 3.

The Subcontractor will assist SBDC special emphasis clients (See Attachment 1 for definition).

- b. Business Advisors will attend the entire SBDC Network semi-annual statewide staff meetings which are typically 3 days with travel time. If an advisor is unable to attend a semi-annual staff meeting he/she must inform the regional manager as soon as possible, preferable a minimum of 60 days in advance of the meeting. If an advisor does not attend a staff meeting the advisor is obligated to attend

a minimum of 12 hours of appropriate professional development (PD) training that is sufficient to make-up for the lost training due to not attending the semi-annual meeting. This additional training must occur within the current contract year. The additional training must be reviewed by the Regional Manager and discussed with the Associate State Director as needed to ensure the appropriateness of the training. The sub-contractor is obligated to pay for such training. Business advisors may also be asked to attend other periodic in-state meetings e.g. regional and other meetings that may be called at other times to address specific issues that may arise. As funds allow the advisor may also be eligible to attend the national ASBDC PD conference or other out-of-state professional development meetings designed to increase the depth or breadth of the Business Advisors knowledge, processes or skills.

- c. The Business Advisor will promote awareness of and actively market SBDC services. This includes distributing marketing materials and promoting projects undertaken by the Lead SBDC. In addition, the Business Advisor will participate in SBDC Network programs, allowing the opportunity to help shape these programs.
- d. The SBDC must utilize the approved SBDC logo on all marketing materials as well as meet all SBDC branding guidelines. Subcontractor signage & branding for the SBDC will be uniform across the Washington Small Business Development Center Network. The external or building entrance sign will indicate the presence of a Small Business Development Center. Within the office, a sign must be prominently placed that includes, at a minimum, the logo for the Washington Small Business Development Center, a U.S. Small Business Administration "Powered by" logo, and co-branded signage clearly identifying the partnership between the subcontractor and Washington State University in delivering SBDC network services.
- e. The SBDC State Director or designee will conduct a biennial review of each Business Advisor/Center in cooperation with the SBA per SBA site review requirements. That review will be forwarded to the appropriate administrator as input into the sub-contractor's evaluation of the Business Advisor.
- f. Funding is provided for business advising services that are provided throughout the contract period. In the case of an interruption of services, available funds from the business advising contract will be withheld on a pro-rated basis. At a minimum all business advisor must meet the requirements of a Business Management Counselor ("Business advisor") job qualifications as per the Washington State University Job Classifications and the Washington State Human Resources guidelines.
- g. A representative of the Lead Office must be invited to participate in the interviews of prospective Business Advisors and contribute input into the hiring decision. If the Business Advisor is to be hired from within the ranks of the Subcontractor's current employees, the Lead SBDC may request an interview with the proposed employee prior to the appointment. The State Director must concur with the hiring decision in any event.
- h. A new Business Advisor must complete the business advisor certification within six months of their hire date as a condition of employment, or be making satisfactory progress toward completion, as determined by the SBDC Certification and Professional Development Committee.
- i. SBDC Business Advising centers will provide an annual center business plan once a year, a professional development annual plan (for each Business Advisor in a center), and quarterly reports to the Regional Manager and the Lead SBDC highlighting activities and achievements within the designated framework of strategic priorities and deadlines (see Attachment 3 for definitions). At least one client success story/profile must be provided to the Lead SBDC with the required details and within the established deadline.
- j. Completed Volunteer/Donor information forms should be submitted along with each quarterly report (see Attachment 3). Failure to submit these deliverables according to the schedule in Section VII may delay Lead Office's ability to process A-19's.

C. Deliverables:

1. Business Advising

- a. Full-time equivalent Business Advisors are expected to meet or exceed the minimum client advising and preparation hour deliverable requirements and conditions as set forth in Attachment 5. Typically

this equals approximately 50% of the Business Advisor's time and effort for delivering SBDC services in a contract year.

- b. The Subcontractor will, in addition, deliver services that achieve the targets associated with the Planned Milestone Accomplishments detailed in Attachment 5.
- c. Reporting of Business advising sessions and client preparation must be input into the network Client CRM system, Neoserra, within 7 calendar days of all client session activity. Narratives of business advising sessions must be recorded in conformance with SBDC standard operating procedures which includes client verification, validation and attribution of all client impacts e.g. capital, jobs, new business starts and revenue increases. Only active SBDC employees or business advisors working under a current sub-contract are authorized to have access to Neoserra. All other administrative, intern or other staff must get prior approval from the Associate State Director. The sub-contractor is responsible for informing the SBDC Lead office immediately upon learning a staff member is leaving their position with the SBDC. This is necessary to coordinate discontinuing administrative rights in confidential systems such as the CRM system (Neoserra).

II. Consideration

- A. In consideration of performance of business advising activity by the Subcontractor, UNIVERSITY will pay up to \$XXXX on a cost reimbursable basis. Payment for wages, salaries, and benefits must reflect actual expenditures for that billing period. These costs should fall within the budgeted categories detailed in Attachment 5 (Attachment 2) as submitted by the Subcontractor.
- B. Subcontractor shall pay the business advisor a minimum salary that is within the established salary range for Business Management Counselor, "Business Advisor" positions within the Washington State University salary schedule. The Lead Center will supply current Business Advisor salary ranges to the Subcontractor upon request
- C. During the fourth quarter of the calendar year, both parties agree to reevaluate the transfer of grant funds under this subcontract to reflect actual and anticipated education and advising deliverables. A subcontract amendment may increase or decrease the total amount of consideration due under this subcontract.
- D. If the Subcontractor achieves less than 100 percent of its business advising goals, a corrective action plan may be put in place to be eligible to receive funding in future years.

III. Records/Audits

A. Records:

1. The Subcontractor will maintain adequate financial records in accordance with Generally Accepted Accounting Principles.
2. The submitted A-19, as well as "Report of Matching Funds Expended", must clearly describe the nature of each reported expense, as authorized in the approved budget and/or terms of the agreement to substantiate costs.
3. Documentation in support of federal funds and matching (cash and in-kind) funds must be maintained and included with all financial reports submitted to Lead Office. Documentation may include invoices, and must include support ledgers that substantiate reported figures. A time and effort reporting form must be submitted quarterly to the Lead SBDC along with the A-19 and Attachment A forms for all personnel listed on the reimbursement and cash and in-kind match submissions.
4. If volunteer consulting or instructing services, contributed equipment/facilities, and/or supplies are used as part of in-kind match, the original completed Volunteer/Donor information sheet(s) (signed by the volunteer) and documentation substantiating their current market value must be included in the

Subcontractor's center files. Copies of all Volunteer/Donor information sheets must be provided to Lead Office according to the quarterly reports schedule.

5. A physical inventory of equipment purchased with federal funds shall be taken and the results reconciled with the equipment records at least once every year.
6. All physical, computerized, electronic or other types of records, documents, proposals, notes, lists, files and any and all other materials including, but not limited to, computerized or electronic information that refers, relates or otherwise pertains to the SBDC and any individual or entity that received services under this Agreement shall be returned to SBDC immediately upon the expiration or cancellation of this Agreement or termination of the Business Advisor. This includes backup files of client records in all forms.

B. Audit:

The Subcontractor shall preserve and make available all records related to the Agreement for examination by Washington State University, the federal government, and/or their duly authorized representative(s):

1. Until the expiration of three years from the date of submission of the final invoice and/or the completion or settlement date resulting from early termination of the Agreement.
2. Records relating to any litigation, claim or audit, started before the expiration of the three (3) year period shall be retained until the findings have been resolved.
3. Any costs which, upon audit, are found to be unallowable may be reduced from future claims for reimbursement or shall be refunded if the Agreement has expired.

C. Subrecipient Monitoring:

A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, §200.501 Audit requirements.

1. The Subcontractor will permit Washington State University and auditors (as defined in the 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) to have access to the records and financial statements as necessary to comply with the appropriate Uniform Guidance terms and this Article.
2. Other contractors shall provide Washington State University, at the end of each fiscal year, a report or statement on compliance and internal management system controls prepared by its independent accountants.

Address: Washington State University
Office of the Controller
Attn: Sponsored Programs Services
P.O. Box 641025
Pullman WA 99164-1025

IV. Assurances

A. Certification:

1. Acceptance of this subcontract constitutes certification that the Subcontractor is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
2. Acceptance of this subcontract constitutes certification that the Subcontractor is not delinquent on any Federal debt.
3. Acceptance of this subcontract constitutes certification that the Subcontractor is in compliance with Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-960, Title V, Subtitle D).
4. Acceptance of this subcontract constitutes certification that the Subcontractor has a property control system that has been approved by the appropriate federal agency, and/or a system that can protect, preserve and account for and control Government owned property.
5. Acceptance of this subcontract constitutes certification that to the best of the Subcontractor's knowledge and belief:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an officer or employee of Congress, or any employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The Subcontractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
6. Subcontractor agrees to notify UNIVERSITY immediately if there is any change of status in 1, 2, 3 or 4 above.

B. Discrimination Matters:

1. Sub-recipient certifies by signing this Sub-award Agreement that it complies with the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
2. Sub-recipient certifies by signing this Sub-award Agreement that it complies with the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
3. Sub-recipient certifies that it complies with 41 U.S.C. §4712, a pilot program for enhancement of contractor protection from reprisal for disclosure of certain information.

V. Matching Contributions

Contributions by the Subcontractor, whether in cash or in-kind, are expected to be paid out at the same general rate as the funds paid to the Subcontractor by UNIVERSITY and submitted utilizing the proper forms provided by the Lead SBDC and must include adequate support documentation at least quarterly. The right to verify match contributions in accordance with normal audit procedure is retained by the Lead SBDC. Matching funds should be provided in accordance with the cash match and in-kind match pledges as detailed in Attachment 5 (Attachment 2). Time and effort reporting forms for all personnel matching funds must be completed and submitted quarterly to the Lead SBDC.

VI. Prior Approval

The following shall constitute deviations and are considered outside the scope and objectives of this agreement and the approved financial plan, and will require prior written approval of the Lead SBDC.

1. Changes in project scope or objectives;
2. Costs not specified on the approved budget or as required by applicable cost principles;
3. Any budget revisions, including fund transfers between cost categories;
4. Any instance when clearances or governmental approvals are required in relation to film production, news releases, publications, questionnaires, surveys, etc.;
5. Any proposed aggregate contract expenditure expected to exceed \$5,000 if (a) proposed contract will be awarded sole source and (b) any contract proposed to be awarded after seeking competition but only one bid or proposal was received;
6. Travel not justified and approved as part of this agreement;
7. Intra-agency transfers of Business Advisors to other positions within the subcontracting organization.
8. This subcontract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Attachment 1

Definitions

Cash match means non-federal cash allocated specifically to the operation of the Subcontractor's center equaling no less than fifty percent of funds received from the Lead SBDC. Includes direct costs committed by the Subcontractor to the extent that such costs are included as part of the verified, specific, line-item direct costs prior to funding. Does not include indirect costs, overhead costs, or any other in-kind match.

Center Annual Business Plan (ABP) needs to incorporate annual center marketing plans, professional development plans, and center activities. Alignment to the strategic plan should be noted as appropriate. The ABP must address the demographic and industry mix for the service area and include strategies to best serve the service area. The ABP should also include strategies to meet the mission and move towards the vision of the organization. Items that must be addressed in the plan include legislative and stakeholder outreach, network support, long-term advising to clients, service to high impact potential clients, SBA & affiliate relationship building, international trade client assistance, and strategies to expand client services. The ABP must also address the professional development plans of the CBA. Long term professional development goals should be outlined as well as current year objectives along with a detailed rationale utilized when developing the plan. Special budgetary considerations or requests should be detailed in this section of the annual work plan. The ABP should provide a clear tie-in to the organizations strategic plan and the initiatives outlined in the strategic plan. Please refer to the ABP guidelines document for more information.

In-kind match means property, facilities, services, or other non-monetary contributions from host institutions. The values attached to such contributions should reflect current market values, as briefly documented.

Special Emphasis means groups that are underrepresented in the population of business owners compared to the representation in the overall population. Depending upon location and demographics of the SBDC, special emphasis clients may include: disabled individuals, Native Americans or Alaska Natives, Black or African Americans, Asian Americans, Hawaiians or other Pacific Islanders, Hispanics, women, veterans, service connected-disabled veterans, individuals in rural areas, individuals in HUBZones, and individuals in low to moderate income urban and rural areas as determined by Census Bureau information.

Attachment 2

Certified Business Advisor (CBA) Expectations for CY 2019

Washington SBDC Advisors provide business advising and planning assistance to individuals or groups seeking assistance in the formation, development, growth or stabilization of a business. Advisors draw on their significant personal experience in the field of business, as well as on the expertise and experience of their SBDC colleagues. They should make use of management, entrepreneurial development and business knowledge flowing out of higher education and take advantage of the experience and expertise of their network of bankers, attorneys, accountants, consultants, business appraisers and other professional business advisors.

1. Full time CBA Time and Effort

For the purpose of federal time/effort certification, a full-time Washington SBDC CBA is required to provide a total of 1,800 hours a year towards SBDC related activities. This is inclusive of general advising deliverables and also includes other activities as described below.

2. Personal Advising Hours

Full-time Washington SBDC CBA will deliver at least 900 hours of personal advising to small business owners/entrepreneurs each calendar year. Less than full-time CBA will continue to have their time/effort and advising hours' goal on a "pro-rata" basis from the standard 1800 hour level. Advisors will typically have a portfolio of 90 -120 clients per year. Of those clients, no less than 10% of each CBA client portfolio will be "Growth and Development (G&D) clients. G&D clients have a higher than average potential for generating economic development outcomes e.g., debt and/or equity capital investment, job creation, revenue growth, business starts or job retention within a 12-month period. Growth and Development clients should receive in-depth assistance and require a mutually agreed upon written scope of work (SOW) between client and advisor. Records of each client action will be maintained in accordance with the SBA and SBDC standard operating policies and procedures. Records will be kept in the SBDC's confidential CRM system (Neoserra), regarding contact with clients. Client case narratives must be complete enough to allow another business advisor to take over the client engagement without loss of focus, if necessary and should be entered into Neoserra as soon as possible after Business advisors are responsible for all client data that will be reviewed as required for reports for the SBDC Lead Center through Neoserra.

Business advisors that are working under a Sub-Contract or Interagency agreement to host their Center must also provide Annual Work Plan "Quarterly Reports" to the Host and their regional manager.

Scope of Work (SOW) documentation is required for Growth and Development client session narratives and strongly recommended for all other continuing clients.

Generally, clients that are seen only one time should account for less than 10 % of an advisor's time. Between the one-time clients and the in-depth Growth and Development clients are continuing clients that will constitute the greatest part of the advisor portfolio and account for a majority of the CBA advising hours. CBA are strongly encouraged to use SOW in their engagements with all continuing clients.

3. Leveraged/Center Hours/Center Support

Washington SBDC CBA will secure and document additional leveraged hours in support of their clients through student projects, SBDCNet research, WSBD internal research team, or pro bono service delivery by business support professionals (e.g. attorneys, CPAs, bankers, business appraisers, consultants etc.). Personal hours in excess of 900 or pro rata goal may also be counted toward meeting this expectation. Where feasible, CBA are encouraged to secure cash or in-kind match, sponsorships, or donations through the use of the "Volunteer

Donor Information Form" to help augment existing program resources. Center hour(i.e. personal and leveraged) goals are maintained at 1000 hours for all full-time CBA and proportionally reduced for less-than-full-time advisors and are inclusive of the personal advising hours. For centers with multiple advisors, each advisor is expected to leverage additional hours.

4. Regional Engagement

All CBAs are expected to actively participate in and contribute to Regional meetings and conference calls in order to develop a region-wide understanding of small business needs, CBA needs, to share best practice approaches, and to encourage network collaboration. Regional Coordinators are expected to provide lead office with brief meeting agendas, attendance rosters, and items requiring follow up from lead office. In addition, quarterly reports and Annual Work Plans will be shared with both the lead office and the Regional Coordinators for input and review. CBAs are expected to assist in the coordination of regional staff meetings on a rotating basis as appropriate.

5. Small Business Training Support

Washington SBDC CBA are expected to take an active role in promoting relevant Small Business Training in their service area. At a minimum, an active role entails identifying/tracking local training offerings. It may also include organizing, delivering, coordinating, or co-sponsoring small business training offerings that will better prepare potential clients to take advantage of SBDC advising. Co-sponsored or personally delivered training should be reported to Lead Office in the format required by the Network Training Director.

Training events will be scheduled and reviewed by the SBDC Training Coordinator, the business advisor and the Sub-contractor, as needed, to assure that the training aligns with the SBDC core mission of delivering economic development assistance services to small business and client. Training should also meet the current needs of target client in the service area.

SBA Form 888 shall be used to report and document SBDC training activity. Each Business advisor shall report the number of SBA approved training programs, the number of attendees, and the attendee demographic data as specified on the reverse of SBA Form 888. SBA form 888 must be sent to the SBDC Training Coordinator no later than 7 days after the end of each quarter for training delivered in that quarter.

6. Reporting

Washington SBDC CBA are expected to develop an Annual Business Plan that summarizes how they propose to meet SBDC Network Expectations for the coming year. Each CBA or service center must submit a detailed report of activities each quarter in accordance with the Deliverables Calendar detail in attachment 3. In addition, each service center is expected to help generate, with help from the Network Communication Director (Hope Tinney), no less than one client profile each year that meets the criteria set by SBA, in accordance with Standard Operating Procedures.

7. Client Satisfaction Surveys/National Impact Study

Washington SBDC CBA are expected to deliver service that will generate positive evaluations from clients. At least 90% of respondents to our network satisfaction surveys should rate advising service as "excellent", "very good" or "good." All CBA are expected to take an active role in preparing their clients for participation in the National Impact (Chrisman) Study through informing clients of the study and, personally contacting clients via phone or email as needed to inform them of the study's importance in sustaining the SBDC program.

8. Center Marketing/Outreach

Washington SBDC CBA are expected to develop and maintain an extensive network of commercial bankers, CPAs, attorneys and other private sector service providers within their communities for client referral purposes and to serve as referral generators. They are further expected to participate in selected activities that raise the

visibility of the SBDC in their host communities (trade shows, seminars, roundtables, symposia, etc.). All CBA are expected to support legislative and congressional outreach in accordance with the provisions in the Standard Operating Procedures manual and by ensuring timely submission to Lead Office of requested material for use in outreach efforts.

9. Professional Development

Washington SBDC CBA are expected to address their annual Professional Development goals as part of the Annual Work Plan and to pursue relevant professional development that will improve their ability to provide services that advance the success of their clients. CBA are required to attain not less than 32 hours/year of professional development beginning in the year after certification. 24 hours of professional development will typically be supplied through CBA attendance to two staff meetings each year. Webinars, reading of relevant business journals, books, sharing of best practices with colleagues, regional meetings and other activities that can be construed as professional development should be tracked in quarterly reports and, if appropriate, summarized in the following year's professional development plan to show progress toward longer term professional development goals. Reported activities should show added breadth or depth to the CBA skill set and better enable the CBA to meet the needs of SBDC clients.

10. Network Support/Collaboration

Washington SBDC CBA are expected to foster network collaboration through co-advising, phone calls, e-mail and social media tools, presentations to colleagues at staff meetings and other activities as appropriate, including sharing of techniques, tools, processes, and strategies. Service on network committees and task forces is also encouraged. CBA are expected to support Lead Office initiatives designed to further network objectives, including implementation of the strategic plan.

11. SBA /Stakeholder Initiatives

The SBA often has initiatives, such as Lender Roundtables, 8a client site visits, assistance in marketing SBA training events, etc., for which they request assistance from the SBDC. Washington SBDC CBA are expected to indicate in their Annual Work Plans, how they plan to support any of the SBA Special Initiatives identified, on an annual basis, as part of our Cooperative Agreement process. Please include your approach for furnishing SBA Success stories and Small Business of the Year Award nominations. If your center has substantial local stakeholder support, please briefly explain your plan to support their requests for engagement.

12. Host Institution Activities

CBAs should participate in other activities, as needed, with their respective host institutions in order to further develop the relationship between the host, the CBA, and the SBDC network. These activities may include participating on committees, work groups, host-sponsored activities, and the like. This list is representative rather than exhaustive. Required host institution activities should be clarified in negotiations with the Lead Office as part of the annual subcontract renewal process to ensure that they will contribute to and not deter the CBA from conforming to time/effort guidelines. If host time demands present challenges to meeting SBDC Network expectations, please advise the State Director.

**CALENDAR OF DELIVERABLES
CY 2019 CONTRACT PERIOD
Washington SBDC**

DEADLINES FOR ALL ADVISORS

- Neoserra Entries (including economic impact as applicable):
 - April 5, 2019
 - July 5, 2019
 - October 7, 2019
 - January 6, 2020

- Client Profile Stories:
*(Please submit client names and requested information to Hope Tinney and Associate State Director)
Whenever completed, but not later than June 30, 2019*

- Volunteer Hours Quarterly Tracking:
(Please submit to Lead Office Budget/Finance Manager)
 - April 5, 2019
 - July 5, 2019
 - October 7, 2019
 - January 6, 2020

- Annual Business Plan
(Please submit to Regional Manager)
 - Due by January 15th for review by RM
 - Final ABP submittal to the Associate State Director is due no later than January 31, 2019

- ABP Quarterly Reports
(Please email to Regional Manager)
 - April 30, 2019
 - July 31, 2019
 - October 31, 2019
 - January 20, 2020

- Completion of all client session records (initial & follow-on sessions) and economic impact entered (as applicable) into Neoserra within 15 days of date of session.

- Sub-contractors only: A-19, Attachment A & Attachment B Quarterly reporting: *Dates set by contract (Please submit to Lead Office Fiscal Specialist) (Not applicable to WSU advisors)*
 - April 24, 2019
 - July 24, 2019
 - October 23, 2019
 - January 22, 2020

RCW 42.30.110(1)(i) potential litigation

OPMA – EXECUTIVE SESSIONS

CHECKLIST

For Local Government Success



The Open Public Meetings Act (OPMA) requires specific steps be taken in order to hold an executive session. Use this checklist to guide your agency's compliance with the OPMA related to executive sessions.*

	Requirement	Completed
Meeting	An executive session can only be held as part of a regular or special meeting.	<input checked="" type="checkbox"/>
Purpose	The presiding officer announces in open session the purpose of the executive session.	<input checked="" type="checkbox"/>
End Time	The presiding officer announces in open session the time the executive session will end.	<input checked="" type="checkbox"/>
Legal Counsel	Legal counsel is present during the executive session, if required.	<input checked="" type="checkbox"/>
Confidentiality	At the start of the executive session, participants are reminded that discussions are confidential.	<input checked="" type="checkbox"/>
Topics	Local governments can discuss the following topics set forth in RCW 42.30.110(1) in executive session:	
	• Matters affecting national security. RCW 42.30.110(1)(a)(i).	<input type="checkbox"/>
	• Infrastructure and security of agency computer and telecommunications network. RCW 42.30.110(a)(ii). See back of page. Note: Requires presence of legal counsel.	<input type="checkbox"/>
	• Real estate sale, purchase, or lease if a likelihood that disclosure would increase price. RCW 42.30.110(1)(b), (c). If agency is seller/lessor, only minimum price may be discussed & factors influencing price must be discussed in public session. <i>Columbia Riverkeeper v. Port of Vancouver</i> .	<input type="checkbox"/>
	• Consideration of the minimum offering price for sale or lease of real estate if there's a likelihood that disclosure would decrease the price. RCW 42.30.110(1)(c). See back of page. Note: Final action selling or leasing public property must be taken in open session.	<input type="checkbox"/>
	• Negotiations on the performance of a publicly bid contract. RCW 42.30.110(1)(d). See back of page.	<input type="checkbox"/>
	• Complaints or charges brought against a public officer or employee. RCW 42.30.110(1)(f). Note: At accused's request, discussion must be in open session.	<input type="checkbox"/>
	• Qualifications of an applicant for public employment. RCW 42.30.110(1)(g). See back of page.	<input type="checkbox"/>
	• Performance of a public employee. RCW 42.30.110(1)(g). See back of page.	<input type="checkbox"/>
	• Qualifications of an applicant/candidate for appointment to elective office. RCW 42.30.110(1)(h). See back of page.	<input type="checkbox"/>
	• Agency enforcement actions. RCW 42.30.110(1)(i). See back of page. Note: Requires presence of legal counsel.	<input type="checkbox"/>
• Current or potential litigation. RCW 42.30.110(1)(i). See back of page. Note: Requires presence of legal counsel. ✓	<input checked="" type="checkbox"/>	
• Legal risks of current or proposed action. RCW 42.30.110(1)(i). See back of page. Note: Requires presence of legal counsel.	<input type="checkbox"/>	
Extended End Time	If the executive session is not completed by the originally announced end time, the presiding officer announces the extended end time in open session before returning to executive session.	<input type="checkbox"/>
Resumption	Open session is not resumed until after the announced end time.	<input type="checkbox"/>

Meeting Date 8-31-21 Deputy Form Completed By TWO Lannen
 Attendees BOCC, CH Director, Deb V HR, Prosecutor Chair

*DISCLAIMER: This checklist is meant to provide summary information on executive sessions; the checklist is not intended to be regarded as specific legal advice. Consult with your agency's attorney about this topic as well.
 December 2018