SKAMANIA COUNTY BOARD OF HEALTH
Agenda for September 14, 2021
1:30 PM
Skamania County Courthouse
240 NW Vancouver Avenue, Room 18
Stevenson, WA 98648

Board of Health Meetings are open to public attendance with limited available seating to ensure physical distancing. Meeting attendees must wear a proper face covering even if vaccinated 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 6/01/2020**
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. slack@co.skamania.wa.us When a holiday falls on Monday, the regular meeting is held on Wednesday of that week.

Tuesday, September 14, 2021

1:30 PM **Call to Order**

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. Minutes for meeting of August 10, 2021
2. Ratify contract with Abbot Rapid DX North America, LLC to provide Public Health with equipment and supplies for in-office testing of symptomatic patients for possible COVID 19 infections.
3. Ratify contract with Department of Health for data sharing equipment to receive protection health information from state managed systems
4. Contract Amendment #22 with the Department of Health to amend Statement of Work for COVID-19 Coordinated Response, Emergency Preparedness and Response PHEP, Foundational Public Health Services, Maternal and Child Health Block Grant and WIC Nutrition programs
5. Contract Amendment #2 with Molecular Testing Labs to add and modify language regarding cost per test
6. Contract Amendment #3 with Public Health Institute to add funding

(Continued on next page - Reports)

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Community Health Report – Tamara Cissell, Deputy Health Director

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

Environmental Health report – Alan Peters, Community Development Director

Adjourn

MINUTES OF SKAMANIA COUNTY BOARD OF HEALTH MEETING

August 10, 2021
Skamania County Courthouse
240 NW Vancouver Avenue, Room 18
Stevenson, WA 98648

The meeting was called to order at 1:31 p.m. on August 10, 2021, at the Skamania County Courthouse, 1st Floor Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Board of Health Commissioners, Robert Hamlin, Richard Mahar, and T.W. Lannen, Chair present.

Tamara Cissell, Community Health Deputy Director discussed a vaccination proclamation and its effect on the Community Health Department. Other items discussed with the Board were Oregon vaccine info for Washington residents, and the Care-A-Van that will be at the Fair providing vaccinations.

Dr. Steven Krager, Deputy Health Director reported on COVID 19 trends and statistics and the Delta variant.

Tim Elsea, Public Works Director reported on septic permits and introduced Alan Peters, new Environmental Health Director. Alan will be reported to the Board of Health in the future.

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

1. Minutes for meeting of July 13, 2021

There was no public comment.

The meeting adjourned at 1:58 p.m.

Approved on the 14th day of September 2021.

SKAMANIA COUNTY BOARD OF HEALTH

_____
Chair – T.W. Lannen

Attest:

_____
Commissioner – Richard Mahar

_____
Clerk of the Board of Health – Debbie Slack

_____
Commissioner – Robert Hamlin

Aye _____
Nay _____
Abstain _____
Absent _____

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

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

3. Contractor Information:

Contractor:	**Abbot Rapid DX North America, LLC**
Contact:	Steven Ward
Address:	30 South Keller Rd, Suite 100
Address:	Orlando, FL 32810
Phone:	541-390-9906
Email:	steven.ward@henryschein.com

4. Brief description of purpose of the contract and County's contracted duties:
Agreement to provide public health department with equipment and supplies for in-office testing of symptomatic patients for possible COVID19 infection.

5. Term of Contract: From: September 1, 2021 To: August 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)
☒ This contract was awarded under RCW 39.29 or Skamania County Code _____. Please provide a summary of the competitive process by which this contract was awarded or the exemption and why it applies. Single Source

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

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

7.

Amount Budgeted in Current Year:	$	
Amount Not Budgeted in Current Year	$12,792	Source: DOH ConCon
Total Non-County Funds Committed:	$	Source: _____
Total County Funds Committed:	$	
TOTAL FUNDS COMMITTED:	$	

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

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

Special Comments:
Please email contract to Steven Ward **steven.ward@henryschein.com**

COMMISSIONER'S AGENDA ITEM COMMENTARY

SUBMITTED BY	Community Health Department Signature
AGENDA DATE	BOCC, 8/31/2021 Ratify BOH 9/14/2021
SUBJECT	
ACTION REQUESTED	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: ta.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:	With Copy To:	To Customer:
Abbott Rapid Dx North America, LLC 30 South Keller Road, Suite 100, Orlando, Florida 32810 ATTN: Contracting Department	Abbott Rapid Diagnostics Legal Abbott Laboratories 100 Abbott Park Road Abbott Park, Illinois 60064-3500 ATTN: DVP & Associate General Counsel	At the applicable [billing or shipping] address set forth on this Signature Page

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

ATTACHMENT 1

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**

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

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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

Abbott

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.

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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- **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:**	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
L22XWU1200	Universal Barcode Scanner	0	$305.00	$ 0.00

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

To Abbott:	With Copy To:	To Customer:
Abbott Rapid Dx North America, LLC 30 South Keller Road, Suite 100, Orlando, Florida 32810 ATTN: Contracting Department	Abbott Rapid Diagnostics Legal Abbott Laboratories 100 Abbott Park Road Abbott Park, Illinois 60064-3500 ATTN: DVP & Associate General Counsel	At the applicable [billing or shipping] address set forth on this Signature Page

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

ATTACHMENT 1

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**

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:
+1 855 731-2268
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

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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

Abbott

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.

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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- **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 _____

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

3. Contractor Information:

Contractor:	**Department of Health**
Contact:	Sonja Morris
Title:	COVID-19 Operations Supervisor
Address:	PO Box 47843
Address:	Olympia, WA 98504
Phone:	360-236-3545
Email:	Sonja.morris@doh.wa.gov

4. Brief description of purpose of the contract and County's contracted duties:
Data sharing agreement with Department of Health so that Community Health can receive protected health information from state managed systems

5. Term of Contract: From: January 1, 2021 To: December 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)
☐ This contract was awarded under RCW 39.29 or Skamania County Code _____. Please provide a summary of the competitive process by which this contract was awarded or the exemption and why it applies.

_____

_____

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

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

7.

Amount Budgeted in Current Year:	$NA	
Amount Not Budgeted in Current Year	$	Source:
Total Non-County Funds Committed:	$	Source: _____
Total County Funds Committed:	$	
TOTAL FUNDS COMMITTED:	$	

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

9. Department Approval: _____
Department Head or Elected Official Signature

Special Comments:

_____

_____

COMMISSIONER'S AGENDA ITEM COMMENTARY

SUBMITTED BY	Community Health Department Signature
AGENDA DATE	BOCC, 8/17/2021 **Ratify BOH 9/14/2021**
SUBJECT	Data Sharing Agreement with DOH
ACTION REQUESTED	Signature

SUMMARY/BACKGROUND

Data sharing agreement with Department of Health so that Community Health can receive HIPPA protected immunization data from state managed systems

FISCAL IMPACT

None

RECOMMENDATION

Sign pages 12, 17, 19

LIST ATTACHMENTS

Face Sheet
Agreement
Exhibit I
Appendix A
Appendix B
Appendix C
Appendix D
Appendix E
Appendix F

DATA SHARING AGREEMENT

FOR

CONFIDENTIAL INFORMATION OR LIMITED DATASET(S)

BETWEEN

STATE OF WASHINGTON DEPARTMENT OF HEALTH

AND

SKAMANIA COUNTY COMMUNITY HEALTH

This Agreement documents the conditions under which the Washington State Department of Health shares confidential information or limited Dataset(s) with other entities.

CONTACT INFORMATION FOR ENTITIES RECEIVING AND PROVIDING INFORMATION

	INFORMATION RECIPIENT	INFORMATION PROVIDER
Organization Name:	Skamania County Community Health	Washington State Department of Health (DOH)
Contract Manager Name:	Allen Esaacson	Sonja Morris
Title:	Date and Finance Manager	COVID-19 Operations Supervisor
Address:	PO Box 1492 Stevenson, WA 98648	PO Box 47843 Olympia, WA 98504
Telephone:	509-427-3856	360-236-3545
Email Address:	allene@co.skamania.wa.us	Sonja.Morris@doh.wa.gov
Data User Contact Name:	Tamara Cissell	Teal Bell
Title:	Department Manager	Epidemiologist, Assessment Supervisor
Address:	PO Box 1492 Stevenson, WA 98648	PO Box 47843 Olympia, WA 98504
Telephone:	509-427-3854	360-236-3527
Email Address:	tamarac@co.skamania.wa.us	Teal.Bell@doh.wa.gov
IT Security Contact Name:	Tim Elsea	Tracy Auldredge
Title:	Public Works Director	DOH Chief Information Security Officer
Address:	PO Box 1009 Stevenson, WA 98648	PO Box 47890 Olympia, WA 98504-7890
Telephone:	509-427-3909	360-236-4432
Email Address:	elsea@co.skamania.wa.us	security@doh.wa.gov

Privacy Contact Name:	Tamara Cissell	Jennifer Brown
Title:	Department Manager	DOH Chief Privacy Officer
Address:	PO Box 1492 Stevenson, WA 98648	P. O. Box 47890 Olympia, WA 98504-7890
Telephone:	509-427-3854	(360) 236-4437
Email Address:	tamarac@co.skamania.wa.us	privacy.officer@doh.wa.gov

DEFINITIONS

Authorized user means a recipient's employees, agents, assigns, representatives, independent contractors, or other persons or entities authorized by the data recipient to access, use or disclose information through this agreement.

Authorized user agreement means the confidentiality agreement a recipient requires each of its Authorized Users to sign prior to gaining access to Public Health Information.

Breach of confidentiality means unauthorized access, use or disclosure of information received under this agreement. Disclosure may be oral or written, in any form or medium.

Breach of security means an action (either intentional or unintentional) that bypasses security controls or violates security policies, practices, or procedures.

Confidential information is a "writing" containing data/information that an individual or establishment has provided in a relationship of trust, with the expectation that it will not be divulged in an identifiable form. In general, confidential data/information is any data/information that is exempt from public disclosure under either state or federal law. If data/information is exempt from public disclosure, it is confidential and entitled to protection. Data/information exempt from disclosure includes, but is not limited to, information protected under the state Public Records Act (RCW 42.56), Medical Records—Health Care Information Access and Disclosure, (RCW 70.02), and Collection, Use, and Accessibility of Health-related Data (RCW 43.70.050). The confidentiality of specific data elements or information in individual databases or record systems may also be defined by federal or state laws or regulations, or policies or procedures developed for those systems.

Data storage means electronic media with information recorded on it, such as CDs/DVDs, computers and similar devices.

Data transmission means the process of transferring information across a network from a sender (or source), to one or more destinations.

Direct identifier means that direct identifiers in research data or records include names; postal address information (other than town or city, state and zip code); telephone numbers, fax numbers, e-mail addresses; social security numbers; medical record numbers; health plan beneficiary numbers; account numbers; certificate /license numbers; vehicle identifiers and serial numbers, including license plant numbers; device identifiers and serial numbers; web universal resource locators (URLs); internet protocol (IP) address numbers; biometric identifiers, including finger and voice prints; and full face photographic images and any comparable images.

Disclosure means to permit access to or release, transfer, or other communication of confidential information by any means including oral, written, or electronic means, to any party except the party identified or the party that provided or created the record.

Encryption means the use of algorithms to encode data making it impossible to read without a specific piece of information, which is commonly referred to as a "key". Depending on the type of information shared, encryption may be required during data transmissions, and/or data storage.

Health care information means any information, whether oral or recorded in any form or medium, that identifies or can readily be associated with the identity of a patient and directly relates to the patient's health care...." RCW 70.02.010(7)

Health information is any information that pertains to health behaviors, human exposure to environmental contaminants, health status, and health care. Health information includes health care information as defined by RCW 70.02.010 and health related data as defined in RCW 43.70.050.

Human research review is the process used by institutions that conduct human subject research to ensure that:

- the rights and welfare of human subjects are adequately protected;
- the risks to human subjects are minimized, are not unreasonable, and are outweighed by the potential benefits to them or by the knowledge gained; and
- the proposed study design and methods are adequate and appropriate in light of the stated research objectives.

Research that involves human subjects or their identifiable personal records should be reviewed and approved by an institutional review board (IRB) per requirements in federal and state laws and regulations and state agency policies.

Identifiable data or records contains information that reveals or can likely associate the identity of the person or persons to whom the data or records pertain. Research data or records with direct identifiers removed, but which retain indirect identifiers, are still considered identifiable.

Indirect identifiers are indirect identifiers in research data or records that include all geographic identifiers smaller than a state , including street address, city, county, precinct, Zip code, and their equivalent postal codes, except for the initial three digits of a ZIP code; all elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, date of death; and all ages over 89 and all elements of dates (including year) indicative of such age, except that such age and elements may be aggregated into a single category of age 90 or older.

Limited dataset means a data file that includes potentially identifiable information. A limited dataset does not contain direct identifiers.

Normal business hours are state business hours Monday through Friday from 8:00 a.m. to 5:00 p.m. except state holidays.

Potentially identifiable information means information that includes indirect identifiers which may permit linking an individual to that person's health care information. Examples of potentially identifiable information include:

- birth dates;
- admission, treatment or diagnosis dates;
- healthcare facility codes;
- other data elements that may identify an individual. These vary depending on factors such as the geographical location and the rarity of a person's health condition, age, or other characteristic.

Research refers to the Code of Federal Regulations 45 CFR 46 that defines research as: "...a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge" (as defined by the department's Human Research Review Policy 03.001). Human subjects research that involves data through intervention or interaction with the individual, or identifiable private (confidential) information should follow the department's Human Research Review Policy 03.001.

Restricted confidential information means confidential information where especially strict handling requirements are dictated by statutes, rules, regulations or contractual agreements. Violations may result in enhanced legal sanctions.

State holidays are days of the week excluding weekends and state holidays; namely, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Labor Day, Independence Day, Veterans' Day, Thanksgiving day, the day after Thanksgiving day, and Christmas. Note: When January 1, July 4, November 11 or December 25 falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.

Writing means handwriting, typewriting, printing, photostatting, photographing, and every other means of recording any form of communication or representation, including, but not limited to, letters, words, pictures, sounds, or symbols, or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, motion picture, film and video recordings, magnetic or punched cards, discs, drums, diskettes, sound recordings, and other documents including existing data compilations from which information may be obtained or translated. [RCW 42.56.010 (3)]

GENERAL TERMS AND CONDITIONS

I. USE OF INFORMATION

The Information Recipient agrees to strictly limit use of information obtained or created under this Agreement to the purposes stated in Exhibit I (and all other Exhibits subsequently attached to this Agreement). For example, unless the Agreement specifies to the contrary the Information Recipient agrees not to:

- Link information received under this Agreement with any other information.
- Use information received under this Agreement to identify or contact individuals.

The Information Recipient shall construe this clause to provide the maximum protection of the information that the law allows.

II. SAFEGUARDING INFORMATION

A. CONFIDENTIALITY

Information Recipient agrees to:

- Follow DOH small numbers guidelines as well as dataset specific small numbers requirements. (Appendix D)

- Limit access and use of the information:
  - To the minimum amount of information .
  - To the fewest people.
  - For the least amount of time required to do the work.

- Ensure that all people with access to the information understand their responsibilities regarding it.

- Have the DSA Contract Manager contact on page 1 ensure that every person (e.g., employee or agent) with access to the information signs and dates the "Use and Disclosure of Confidential Information Form" (Appendix A) before accessing the information, and
  - Retain a copy of the signed and dated form as long as required in Data Disposition Section;
  - Keep the signed and dated form current to reflect changes in persons accessing the information;
  - Disclose the signed form upon request to the Information Provider.

The Information Recipient acknowledges the obligations in this section survive completion, cancellation, expiration or termination of this Agreement.

B. SECURITY

The Information Recipient assures that its security practices and safeguards meet Washington State Office of the Chief Information Officer (OCIO) security standard 141.10 *Securing Information Technology Assets*.

For the purposes of this Agreement, compliance with the HIPAA Security Standard and all subsequent updates meets OCIO standard 141.10 "Securing Information Technology Assets."

The Information Recipient agrees to adhere to the Data Security Requirements in Appendix B. The Information Recipient further assures that it has taken steps necessary to prevent unauthorized access, use, or modification of the information in any form.

Note: The DOH Chief Information Security Officer must approve any changes to this section prior to Agreement execution; he/she will send approval/denial directly to the DOH Contracts Office and DOH Business Contact.

C. BREACH NOTIFCATION

The Information Recipient shall notify the DOH Chief Information Security Officer within one (1) business day of any suspected or actual breach of security or confidentiality of information covered by the Agreement.

III. RE-DISCLOSURE OF INFORMATION

Information Recipient agrees to not disclose in any manner all or part of the information identified in this Agreement except as the law requires, this Agreement permits, or with specific prior written permission by the Secretary of the Department of Health.

If the Information Recipient must comply with state or federal public record disclosure laws, and receives a records request where all or part of the information subject to this Agreement is responsive to the request: the Information Recipient will notify the DOH Privacy Officer of the request ten (10) business days prior to disclosing to the requestor. The notice must:

- Be in writing;

- Include a copy of the request or some other writing that shows the:
  - Date the Information Recipient received the request; and
  - The DOH records that the Information Recipient believes are responsive to the request and the identity of the requestor, if known.

IV. ATTRIBUTION REGARDING INFORMATION

Information Recipient agrees to cite "Washington State Department of Health" or other citation as specified, as the source of the information subject of this Agreement in all text, tables and references in reports, presentations and scientific papers.

Information Recipient agrees to cite its organizational name as the source of interpretations, calculations or manipulations of the information subject of this Agreement.

V. OTHER PROVISIONS

With the exception of agreements with British Columbia for sharing health information, all data must be stored within the United States.

VI. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement 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

VII. CAUSE FOR TERMINATION

The Information Recipient acknowledges that unauthorized use or disclosure of the data/information or any other violation of sections II or III, and appendices A or B, may result in the immediate termination of this Agreement.

VIII. CONFLICT OF INTEREST

The DOH may, by written notice to the Information Recipient:

Terminate the right of the Information Recipient to proceed under this Agreement if it is found, after due notice and examination by the Contracting Office that gratuities in the form of entertainment, gifts or otherwise were offered or given by the Information Recipient, or an agency or representative of the Information Recipient, to any officer or employee of the DOH, with a view towards securing this Agreement or securing favorable

treatment with respect to the awarding or amending or the making of any determination with respect to this Agreement.

In the event this Agreement is terminated as provided in (VII) above, the DOH shall be entitled to pursue the same remedies against the Information Recipient as it could pursue in the event of a breach of the Agreement by the Information Recipient. The rights and remedies of the DOH provided for in this section are in addition to any other rights and remedies provided by law. Any determination made by the Contracting Office under this clause shall be an issue and may be reviewed as provided in the "disputes" clause of this Agreement.

IX. DISPUTES

Except as otherwise provided in this Agreement, when a genuine dispute arises between the DOH and the Information Recipient and it cannot be resolved, either party may submit a request for a dispute resolution to the Contracts and Procurement Unit. 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:

- Be in writing and state the disputed issues, and
- State the relative positions of the parties, and
- State the information recipient's name, address, and his/her department agreement number, and
- Be mailed to the DOH contracts and procurement unit, P. O. Box 47905, Olympia, WA 98504-7905 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 Agreement.

X. EXPOSURE TO DOH BUSINESS INFORMATION NOT OTHERWISE PROTECTED BY LAW AND UNRELATED TO CONTRACT WORK

During the course of this contract, the information recipient may inadvertently become aware of information unrelated to this agreement. Information recipient will treat such information respectfully, recognizing DOH relies on public trust to conduct its work. This information may be hand written, typed, electronic, or verbal, and come from a variety of sources.

XI. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

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

- Applicable Washington state and federal statutes and rules;
- Any other provisions of the Agreement, including materials incorporated by reference.

XII. HOLD HARMLESS

Each party to this Agreement shall be solely responsible for the acts and omissions of its own officers, employees, and agents in the performance of this Agreement. Neither party to this Agreement will be responsible for the acts and omissions of entities or individuals not party to this Agreement. DOH and the Information Recipient shall cooperate in the defense of tort lawsuits, when possible.

XIII. LIMITATION OF AUTHORITY

Only the Authorized Signatory for DOH shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement on behalf of the DOH. No alteration, modification, or waiver of any clause or condition of this Agreement is effective or binding unless made in writing and signed by the Authorized Signatory for DOH.

XIV. RIGHT OF INSPECTION

The Information Recipient shall provide the DOH and other authorized entities the right of access to its facilities at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement on behalf of the DOH.

XV. SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement, provided, however, that the remaining terms and conditions can still fairly be given effect.

XVI. SURVIVORSHIP

The terms and conditions contained in this Agreement which by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Agreement shall survive.

XVII. TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

XVIII. WAIVER OF DEFAULT

This Agreement, or any term or condition, may be modified only by a written amendment signed by the Information Provider and the Information Recipient. Either party may propose an amendment.

Failure or delay on the part of either party to exercise any right, power, privilege or remedy provided under this Agreement shall not constitute a waiver. No provision of this Agreement may be waived by either party except in writing signed by the Information Provider or the Information Recipient.

XIX. ALL WRITINGS CONTAINED HEREIN

This Agreement and attached Exhibit(s) contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement and attached Exhibit(s) shall be deemed to exist or to bind any of the parties hereto.

XX. PERIOD OF PERFORMANCE

This **Agreement** shall be effective from 1/1/2021 through 12/31/2022 .

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of last signature below.

INFORMATION PROVIDER

State of Washington Department of Health

Signature

Print Name

Date

INFORMATION RECIPIENT

Signature

T.W. Lannen, Chair
Print Name

8.17.21
Date

EXHIBIT I

1. PURPOSE AND JUSTIFICATION FOR SHARING THE DATA

As the LHJ, we are needing access to the COVID-19 vaccine data for the county. Having the data will assist us with identifying areas/gaps and strategically planning to increase our COVID-19 vaccine rates and improve equity and access.

Is the purpose of this agreement for human subjects research?

☐ Yes ☒ No

If yes: Does the research require WA State Institutional Review Board (WSIRB) approval?

☐ Yes ☐ No

If yes: The WSIRB has their own set of forms that must be used and this DSA may not be needed. If this DSA is still needed, please provide a copy of the approval.

If no: Does the research require an exempt determination from the IRB?

☐ Yes ☒ No

If yes: Please provide a copy of the Exempt Determination Request from the WSIRB.

If no: Do the following criteria meet the purpose of this agreement?

1. Agreement is for a de-identified limited data set: ☐ Yes ☒ No
2. Data will not be used to re-identify or contact individuals. ☒ Yes ☐ No
3. Data will not be linked with any other information. ☒ Yes ☐ No

If any of the criteria above are marked "No", attach an Exempt Determination Request to this DSA. Please see Attachment F informing WSIRB sharing these data for the purpose of public health surveillance.

2. PERIOD OF PERFORMANCE

This **Exhibit** shall have the same period of performance as the **Agreement** unless otherwise noted below:

Exhibit ___ shall be effective from_____through_____.

3. DESCRIPTION OF DATA

Information Provider will make available the following information under this Agreement (Include the name of the database and a list of all the data elements being provided):

WA DOH will provide patient level COVID-19 vaccine administration level data from the Washington State Immunization Information System (WAIIS). Data will include doses administered to *Skamania County* residents as well as doses administered within *Skamania County* facilities. See Appendix E for list of variables that will be made available. Additionally, linked COVID-19 case surveillance data (listed in variable list in Appendix E) will be included when these data become available. Availablility of COVID-19 case surveillance data are still being determined.

The information described in this section is:

- ☒ Restricted Confidential Information (Category 4)
- ☐ Confidential Information (Category 3)
- ☐ Potentially identifiable information (Category 3)
- ☐ Internal [public information requiring authorized access] (Category 2)
- ☐ Public Information (Category 1)

Any reference to data/information in this Agreement shall be the data/information as described in this Exhibit.

4. STATUTORY AUTHORITY TO SHARE INFORMATION

DOH statutory authority to obtain and disclose the confidential information or limited Dataset(s) identified in this Exhibit to the Information Recipient:

RCW 43.20.050 – Powers and duties of state board of health
RCW 43.70.050 – Collection, use, and accessibility of health-related data
RCW 70.02.050 – Disclosure without patient's authorization

5. ACCESS TO INFORMATION

METHOD OF ACCESS/TRANSFER

- ☐ DOH Web Application (indicate application name):
- ☒ Washington State Secure File Transfer Service (sft.wa.gov)
- ☐ Encrypted CD/DVD or other storage device
- ☐ Health Information Exchange (HIE)**
- ☐ Other: (describe the methods for access/transfer)**

**Note: DOH Chief Information Security Officer must approve prior to Agreement execution. DOH Chief Information Security Officer will send approval/denial directly to DOH Contracts Office and DOH Business Contact.

FREQUENCY OF ACCESS/TRANSFER

- ☐ One time: DOH shall deliver information by _____ (insert date)
- ☒ Repetitive: frequency or dates Weekly (insert dates if applicable)
- ☐ As available within the period of performance stated in section 2.

6. REIMBURSEMENT TO DOH

Payment for services to create and provide the information is based on the actual expenses DOH incurs, including charges for research assistance when applicable.

Billing Procedure

- Information Recipient agrees to pay DOH by check or account transfer within 30 calendar days of receiving the DOH invoice.

- Upon expiration of the Agreement, any payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, which is earlier.

Charges for the services to create and provide the information are:

☐ $_____
☒ No charge.

7. DATA DISPOSITION

Unless otherwise directed in writing by the DOH Business Contact, at the end of this Agreement, or at the discretion and direction of DOH, the Information Recipient shall:

☐ Immediately destroy all copies of any data provided under this Agreement after it has been used for the purposes specified in the Agreement . Acceptable methods of destruction are described in Appendix B. Upon completion, the Information Recipient shall submit the attached Certification of Data Disposition (Appendix C) to the DOH Business Contact.

☐ Immediately return all copies of any data provided under this Agreement to the DOH Business Contact after the data has been used for the purposes specified in the Agreement, along with the attached Certification of Data Disposition (Appendix C)

☒ Retain the data for the purposes stated herein for a period of time not to exceed one year (*e.g., one year, etc.*), after which Information Recipient shall destroy the data (as described below) and submit the attached Certification of Data Disposition (Appendix C) to the DOH Business Contact.

☐ Other (Describe):

8. RIGHTS IN INFORMATION

Information Recipient agrees to provide, if requested, copies of any research papers or reports prepared as a result of access to DOH information under this Agreement for DOH review prior to publishing or distributing.

In no event shall the Information Provider be liable for any damages, including, without limitation, damages resulting from lost information or lost profits or revenue, the costs of recovering such Information, the costs of substitute information, claims by third parties or for other similar costs, or any special, incidental, or consequential damages, arising out of the use of the information. The accuracy or reliability of the Information is not guaranteed or warranted in any way and the information Provider's disclaim liability of any kind whatsoever, including, without limitation, liability for quality, performance, merchantability and fitness for a particular purpose arising out of the use, or inability to use the information.

☐ If checked, please submit the following:

- Copies of _____ (insert list of items)____
  to the attention of: __(insert name of DOH employee) __
  at ___(insert address to which material is sent)____ .

9. ALL WRITINGS CONTAINED HEREIN

This Agreement and attached Exhibit(s) contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement and attached Exhibit(s) shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Exhibit as of the date of last signature below.

INFORMATION PROVIDER

State of Washington Department of Health

_____
Signature

INFORMATION RECIPIENT

T. W. Kanner, Chair

_____
Signature

Print Name

Date

Print Name

Date

APPENDIX A

USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION & RELEASE

Signatories below agree this appendix may be released to Information Provider upon their request. People with access to confidential information are responsible for understanding and following the laws, policies, procedures, and practices governing it. Below are key elements:

A. CONFIDENTIAL INFORMATION

Confidential information is information federal and state law protects from public disclosure. Examples of confidential information are social security numbers, and healthcare information that is identifiable to a specific person under RCW 70.02. The general public disclosure law identifying exemptions is RCW 42.56.

B. ACCESS AND USE OF CONFIDENTIAL INFORMATION

1. Access to confidential information must be limited to people whose work specifically requires that access to the information.
2. Use of confidential information is limited to purposes specified elsewhere in this Agreement.

C. DISCLOSURE OF CONFIDENTIAL INFORMATION

1. An Information Recipient may disclose an individual's confidential information received or created under this Agreement to that individual or that individual's personal representative consistent with law.
2. An Information Recipient may disclose an individual's confidential information, received or created under this Agreement only as permitted under the ***Re-Disclosure of Information*** section of the Agreement, and as state and federal laws allow.

D. CONSEQUENCES OF UNAUTHORIZED USE OR DISCLOSURE

An Information Recipient's unauthorized use or disclosure of confidential information is the basis for the Information Provider immediately terminating the Agreement. The Information Recipient may also be subject to administrative, civil and criminal penalties identified in law.

E. ADDITIONAL DATA USE RESTRICTIONS: (if necessary)

Signature: _____ Date: August 17, 2021

Print Name: T.W. Lannen Title: Chair

APPENDIX B

DATA SECURITY REQUIREMENTS

Protection of Data

The storage of Category 3 and 4 information outside of the State Governmental Network requires organizations to ensure that encryption is selected and applied using industry standard algorithms validated by the NIST Cryptographic Algorithm Validation Program. Encryption must be applied in such a way that it renders data unusable to anyone but authorized personnel, and the confidential process, encryption key or other means to decipher the information is protected from unauthorized access. All manipulations or transmissions of data within the organizations network must be done securely. The Information Recipient agrees to store information received under this Agreement (the data) within the United States on one or more of the following media, and to protect it as described below:

A. Passwords

1. Passwords must always be encrypted. When stored outside of the authentication mechanism, passwords must be in a secured environment that is separate from the data and protected in the same manner as the data. For example passwords stored on mobile devices or portable storage devices must be protected as described under section *F. Data storage on mobile devices or portable storage media*.

2. Complex Passwords are:

   - At least 8 characters in length .
   - Contain at least three of the following character classes: uppercase letters, lowercase letters, numerals, special characters.
   - Do not contain the user's name, user ID or any form of their full name.
   - Do not consist of a single complete dictionary word, but can include a passphrase.
   - Changed at least every 120 days.

B. Hard disk drives – Data stored on workstation hard disks:

1. The data must be encrypted as described under section *F. Data storage on mobile devices or portable storage media*. Encryption is not required when Potentially Identifiable Information is stored temporarily on local workstation hard disks. Temporary storage is thirty (30) days or less.

2. Access to the data is restricted to authorized users by requiring logon to the local workstation using a unique user ID and Complex Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Accounts must lock after 5 unsuccessful access attempts and remain locked for at least 15 minutes, or require administrator reset.

C. Network server and storage area networks (SAN)

1. Access to the data is 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.

2. Authentication must occur using a unique user ID and Complex Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Accounts must lock after 5 unsuccessful access attempts, and remain locked for at least 15 minutes, or require administrator reset.

3. The data are located in a secured computer area, which is accessible only by authorized personnel with access controlled through use of a key, card key, or comparable mechanism.

4. If the servers or storage area networks are not located in a secured computer area **or** if the data is classified as Confidential or Restricted it must be encrypted as described under *F. Data storage on mobile devices or portable storage media*.

D. Optical discs (CDs or DVDs)

1. Optical discs containing the data must be encrypted as described under *F. Data storage on mobile devices or portable storage media*.

2. When not in use for the purpose of this Agreement, such discs must be locked in a drawer, cabinet or other physically secured container to which only authorized users have the key, combination or mechanism required to access the contents of the container.

E. Access over the Internet or the State Governmental Network (SGN).

1. When the data is transmitted between DOH and the Information Recipient, access is controlled by the DOH, who will issue authentication credentials.

2. Information Recipient will notify DOH immediately whenever:

    a) An authorized person in possession of such credentials is terminated or otherwise leaves the employ of the Information Recipient;

b) Whenever a person's duties change such that the person no longer requires access to perform work for this Contract.

3. The data must not be transferred or accessed over the Internet by the Information Recipient in any other manner unless specifically authorized within the terms of the Agreement.

    a) If so authorized the data must be encrypted during transmissions using a key length of at least 128 bits. Industry standard mechanisms and algorithms, such as those validated by the National Institute of Standards and Technology (NIST) are required.

    b) Authentication must occur using a unique user ID and Complex Password (of at least 10 characters). When the data is classified as Confidential or Restricted, authentication requires secure encryption protocols and multi-factor authentication mechanisms, such as hardware or software tokens, smart cards, digital certificates or biometrics.

    c) Accounts must lock after 5 unsuccessful access attempts, and remain locked for at least 15 minutes, or require administrator reset.

F. Data storage on mobile devices or portable storage media

1. Examples of mobile devices are: smart phones, tablets, laptops, notebook or netbook computers, and personal media players.

2. Examples of portable storage media are: flash memory devices (e.g. USB flash drives), and portable hard disks.

3. The data must not be stored by the Information Recipient on mobile devices or portable storage media unless specifically authorized within the terms of this Agreement. If so authorized:

    a) The devices/media must be encrypted with a key length of at least 128 bits, using industry standard mechanisms validated by the National Institute of Standards and Technologies (NIST).

        - Encryption keys must be stored in a secured environment that is separate from the data and protected in the same manner as the data.

    b) Access to the devices/media is controlled with a user ID and a Complex Password (of at least 6 characters), or a stronger authentication method such as biometrics.

    c) The devices/media must be set to automatically wipe or be rendered unusable after no more than 10 failed access attempts.

d) The devices/media must be locked whenever they are left unattended and set to lock automatically after an inactivity activity period of 3 minutes or less.

e) The data on these mobile devices/media must not be stored in the Cloud. This includes device backups.

f) The devices/ media must be physically protected by:

- Storing them in a secured and locked environment when not in use;
- Using check-in/check-out procedures when they are shared; and
- Taking frequent inventories.

4. When passwords and/or encryption keys are stored on mobile devices or portable storage media they must be encrypted and protected as described in this section.

G. Backup Media

The data may be backed up as part of Information Recipient's normal backup process provided that the process includes secure storage and transport, and the data is encrypted as described under *F. Data storage on mobile devices or portable storage media.*

H. Paper documents

Paper records that contain data classified as Confidential or Restricted must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records is stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

I. Data Segregation

1. The data must be segregated or otherwise distinguishable from all other data. This is to ensure that when no longer needed by the Information Recipient, all of the data can be identified for return or destruction. It also aids in determining whether the data has or may have been compromised in the event of a security breach.

2. When it is not feasible or practical to segregate the data from other data, then ***all*** commingled data is protected as described in this Exhibit.

J. Data Disposition

If data destruction is required by the Agreement, the data must be destroyed using one or more of the following methods:

Data stored on:	**Is destroyed by:**
Hard disks	Using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the data cannot be reconstructed, or Physically destroying the disk , or Delete the data and physically and logically secure data storage systems that continue to be used for the storage of Confidential or Restricted information to prevent any future access to stored information. One or more of the preceding methods is performed before transfer or surplus of the systems or media containing the data.
Paper documents with Confidential or Restricted information	On-site shredding, pulping, or incineration, or Recycling through a contracted firm provided the Contract with the recycler is certified for the secure destruction of confidential information.
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a course abrasive.
Magnetic tape	Degaussing, incinerating or crosscut shredding.
Removable media (e.g. floppies, USB flash drives, portable hard disks, Zip or similar disks)	Using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data. Physically destroying the disk. Degaussing magnetic media sufficiently to ensure that the data cannot be reconstructed.

APPENDIX C

CERTIFICATION OF DATA DISPOSITION

Date of Disposition _____

☐ All copies of any Datasets related to agreement DOH#_____ have been deleted from all data storage systems. These data storage systems continue to be used for the storage of confidential data and are physically and logically secured to prevent any future access to stored information. Before transfer or surplus, all data will be eradicated from these data storage systems to effectively prevent any future access to previously stored information.

☐ All copies of any Datasets related to agreement DOH#_____ have been eradicated from all data storage systems to effectively prevent any future access to the previously stored information.

☐ All materials and computer media containing any data related to agreement DOH #_____ have been physically destroyed to prevent any future use of the materials and media.

☐ All paper copies of the information related to agreement DOH #_____ have been destroyed on-site by cross cut shredding.

☐ All copies of any Datasets related to agreement DOH #_____ that have not been disposed of in a manner described above, have been returned to DOH.

☐ Other

The data recipient hereby certifies, by signature below, that the data disposition requirements as provided in agreement DOH # _____, Section C, item B Disposition of Information, have been fulfilled as indicated above.

_____ _____

Signature of data recipient Date

_____

Print Name

APPENDIX D

DOH SMALL NUMBERS PUBLISHING GUIDELINES

- Aggregate data so that the need for suppression is minimal. Suppress all non-zero counts which are less than ten.
- Suppress rates or proportions derived from those suppressed counts.
- Assure that suppressed cells cannot be recalculated through subtraction, by using secondary suppression as necessary. Survey data from surveys in which 80% or more of the eligible population is surveyed should be treated as non-survey data.
- When a survey includes less than 80% of the eligible population, and the respondents are unequally weighted, so that cell sample sizes cannot be directly calculated from the weighted survey estimates, then there is no suppression requirement for the weighted survey estimates.
- When a survey includes less than 80% of the eligible population, but the respondents are equally weighted, then survey estimates based on fewer than 10 respondents should be "top-coded" (estimates of less than 5% or greater than 95% should be presented as 0-5% or 95-100%).

APPENDIX E

DATA ELEMENTS

COVID-19 Immunization Repository LHJ Data Dictionary

Field_Name	Data Type	Field Definition	Field Values
AdministeredAtLocation	varchar(50)	The name of the physical clinic or facility that reported the vaccination, refusal, or missed appointment. In some cases, this could be the same as the responsible organization.	
AdministeredAtLocationType	int	The characteristic of the provider site that reported the vaccination, refusal, or missed appointment	1 (Commercial vaccination service provider) 2 (Corrections/detention health services) 3 (Health center – community) 4 (Health center – migrant or refugee) 5 (Health center – occupational) 6 (Health center – STD/HIV clinic) 7 (Health center – student) 8 (Home health care provider) 9 (Hospital) 10 (Indian Health Service) 11 (Tribal health) 12 (Medical practice – family medicine) 13 (Medical practice – pediatrics) 14 (Medical practice – internal medicine) 15 (Medical practice – OB/GYN) 16 (Medical practice – other specialty) 17 (Pharmacy – chain) 18 (Pharmacy – independent) 19 (Public health provider – public health clinic) 20 (Public health provider – Federally Qualified Health Center) 21 (Public health provider – Rural Health Clinic) 22 (Long-term care – nursing home, skilled nursing facility, federally certified) 23 (Long-term care – nursing home, skilled nursing facility, non-federally certified) 24 (Long-term care – assisted living) 25 (Long-term care – intellectual or developmental disability) 26 (Long-term care – combination) 27 (Urgent care) 28 (Other) UNK (Unknown)

AdministrationAddressCity	varchar(50)	The city component of where the vaccine is being administered/planned to be administered. For long-term care facilities, the recipient's address will be the same as the administration address. For mobile clinics, the administration address should be where the clinic is being held.	
AdministrationAddressCounty	int	The county component of where the vaccine is being administered/planned to be administered. For long-term care facilities, the recipient's address will be the same as the administration address. For mobile clinics, the administration address should be where the clinic is being held.	
AdministrationAddressState	varchar(2)	The state component of where the vaccine is being administered/planned to be administered. For long-term care facilities, the recipient's address will be the same as the administration address. For mobile clinics, the administration address should be where the clinic is being held.	
AdministrationAddressStreet	varchar(50)	The street component of where the vaccine is being administered/planned to be administered. For long-term care facilities, the recipient's address will be the same as the administration address. For mobile clinics, the administration address should be where the clinic is being held.	
AdministrationAddressStreet2	varchar(50)	The street 2 component of where the vaccine is being administered/planned to be administered. For long-term care facilities, the recipient's address will be the same as the administration address. For mobile clinics, the administration address	

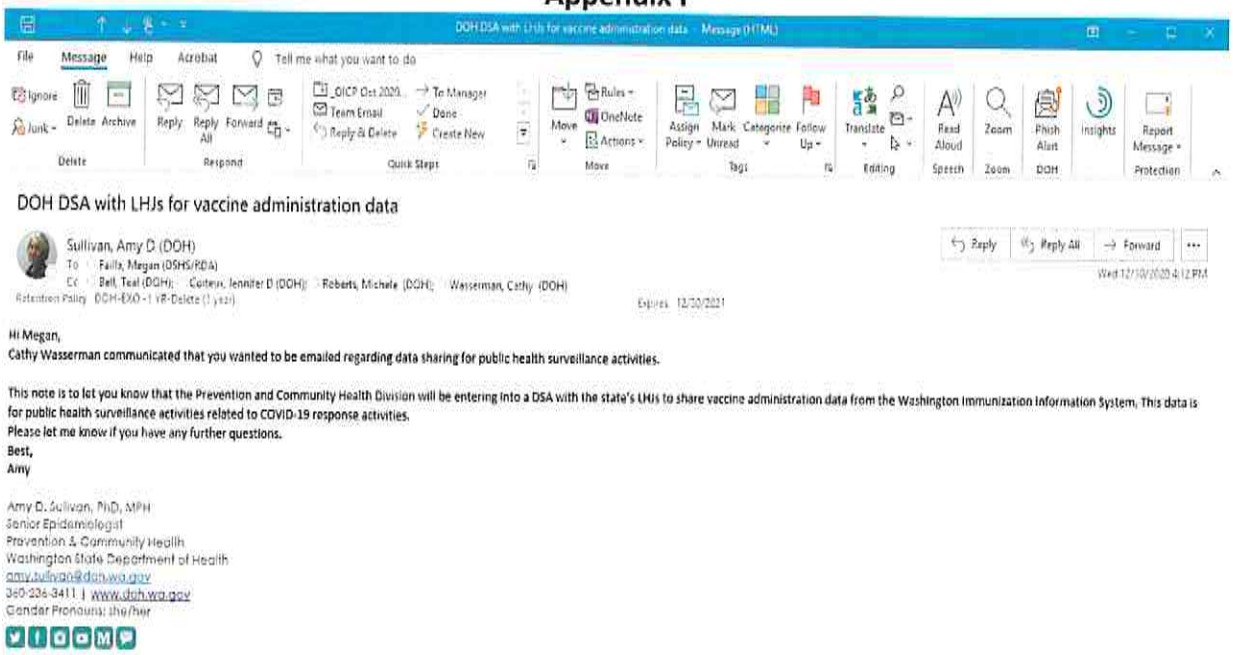
		should be where the clinic is being held.	
AdministrationAddressZipCode	int	The zip code component of where the vaccine is being administered/planned to be administered. For long-term care facilities, the recipient's address will be the same as the administration address. For mobile clinics, the administration address should be where the clinic is being held.	
AdministrationDate	date	The date the vaccination event occurred (or was intended to occur)	
ASIISFACID	int	WAIIS Facility ID	
DoseNumber	int	Dose # in vaccination series provided dose is considered valid (e.g., counts towards immunity).	
WaiisInsertDate	datetime	WAIIS Vaccination Insert Date	
LotNumber	varchar(20)	The lot number of the vaccine administered: Unit of Use (UoU) is preferred if both UoU and Unit of Sale (UoS) are available.	
MVX	varchar(5)	The manufacturer of the vaccine administered	https://www2a.cdc.gov/vaccines/iis/iisstandards/vaccines.asp?rpt=mvx
CVX	int	The vaccine type that was administered.	https://www2a.cdc.gov/vaccines/iis/iisstandards/vaccines.asp?rpt=cvx
NDC	varchar(20)	The vaccine product that was administered. Unit of Use (UoU) is preferred if both UoU and Unit of Sale (UoS) are available.	https://www2a.cdc.gov/vaccines/iis/iisstandards/ndc_crosswalk.asp
PatientLanguage	varchar(25)	Recipient's Language	
RecipientAddressCity	varchar(50)	The city component of the recipient's address	
RecipientAddressCounty	int	The county component of the recipient's address	
RecipientAddressState	varchar(2)	The state component of the recipient's address	
RecipientAddressStreet	varchar(50)	The street component of the recipient's address	

RecipientAddressStreet2	varchar(50)	The steet 2 component of the recipient's address	
RecipientAddressZipCode	int	The zip code of the recipient's address (5 digit or 10 digits, with hyphen, are acceptable)	
RecipientDateOfBirth	date	Recipient's date of birth	
RecipientEthnicity	varchar(10)	The ancestry of the patient	2135-2 (Hispanic or Latino) 2186-5 (Not Hispanic or Latino) UNK (Unknown ethnicity) POL (Unable to report to do policy/law)
RecipientId	int	Unique ID for this recipient. This can be the ID used by your system or a randomly assigned unique identifier. However, the ID must be consistent across reports to allow linking doses to the same recipient ID.	
RecipientNameFirst	varchar(50)	Recipient's first name	
RecipientNameLast	varchar(100)	Recipient's last name	
RecipientNameMiddle	varchar(50)	Recipient's middle name	
RecipientRace1	varchar(10)	Patient's race	1002-5 (American Indian or Alaska Native) 2028-9 (Asian) 2076-8 (Native Hawaiian or Other Pacific Islander) 2054-5 (Black or African American) 2106-3 (White) 2131-1 (Other Race) UNK (Unknown) POL (Unable to report due to policy/law)
RecipientRace2	varchar(10)	Patient's race. Fields recipient race 2-6 support recipients with more than 1 race. (Skip if only one race reported).	See Value Set in "RecipientRace 1" field
RecipientRace3	varchar(10)	Patient's race. Fields recipient race 2-6 support recipients with more than 1 race. (Skip if only one race reported).	See Value Set in "RecipientRace 1" field

RecipientRace4	varchar(10)	Patient's race. Fields recipient race 2-6 support recipients with more than 1 race. (Skip if only one race reported).	See Value Set in "RecipientRace 1" field
RecipientRace5	varchar(10)	Patient's race. Fields recipient race 2-6 support recipients with more than 1 race. (Skip if only one race reported).	See Value Set in "RecipientRace 1" field
RecipientRace6	varchar(10)	Patient's race. Fields recipient race 2-6 support recipients with more than 1 race. (Skip if only one race reported).	See Value Set in "RecipientRace 1" field
RecipientSex	varchar(3)	Recipient sex	M (Male) F (Female) U (Unknown/undifferentiated)
ResponsibleOrganization	varchar(50)	The name of the parent organization or health system that originated and is accountable for the content of the record. If an organization has several clinics or facilities, this would be the organization that represents all of the clinics/facilities. (The "Administered at location" field is the name of individual physical location.)	
VaccinationEventId	varchar(50)	The vaccination event's unique identifier within the system. This should be a unique identifier for each vaccination event.	
VAccinationRefusal	varchar(2)	Vaccination was refused.	Yes - Vaccination was refused No - Vaccine was administered

VAccinationSeriesComplete	varchar(5)	Report if the vaccination series is complete.	Yes - Series is complete No - More doses are required UNK - Unknown or cannot be calculated
VaccineAdministeringSite	varchar(6)	The body site of vaccine administration.	LT (Left thigh) LA (left arm) LD (left deltoid) LG (left gluteus medius) LVL (left vastus lateralis) LLFA (left lower forearm) RT (right thigh) RA (right arm) RD (right deltoid) RG (right gluteus medius) RVL (right vastus lateralis) RLFA (right lower forearm)
VaccineExpirationDate	date	The expiration date of the vaccine administered.	
VaccineRouteofAdministration	varchar(10)	The route of vaccine administration (e.g., oral, subcutaneous)	C38238 (Intradermal) C28161 (Intramuscular) C38284 (Nasal) C38276 (Intravenous) C38288 (Oral) C38676 (Percutaneous) C38299 (Subcutaneous) C38305 (Transdermal)
VTrckSProviderPIN	varchar(13)	This is the 6-digit Provider PIN in VTrckS. For VFC providers, this is the VFC PIN. This ID is being used for linking across data sources. If the event is reported as historical, assign the PIN of the reporting entity.	
LHJChange	varchar(1)	Flag to identify recipients who have multiple records with differing RecipientAddressCounty or AdministrationAddressCounty	1 - Different counties between records
WDRS_PAT_ID *(Not available right away)*	varchar(50)	Washington Disease Reporting System ID	
SerologyDrawDate *(Not available right away)*	Date	Date specimen was collected	
SerologyTypeCode *(Not available right away)*		Type of test performed	56=SARS-CoV-2 IgG qualitative 57=SARS-CoV-2 RdRp gene result 58=SARS-CoV-2 result 59=overall SARS-CoV-2 result 60=SARS-CoV-2 N gene result 61=SARS-related CoV result 62=SARS-CoV-2 ORF1ab region result 63=SARS-CoV-2 Ab qualitative
SerologyResultId *(Not available right away)*		Result of test	1=Positive 2=Negative 3=Immune 4=Non-immune 5=Reactive 6=Non-reactive 7=Indeterminate 8=Intermediate

Appendix F



DOH DSA with LHJs for vaccine administration data - Message (HTML)

File Message Help Acrobat Tell me what you want to do

Ignore Junk Delete Archive — Delete
Reply Reply All Forward — Respond
OICP Oct 2020 / Team Email / Reply & Delete / To Manager / Done / Create New — Quick Steps
Move / Rules / OneNote / Actions — Move
Assign Policy / Mark Unread / Categorize / Follow Up — Tags
Translate — Editing
Read Aloud — Speech
Zoom — Zoom
Phish Alert — DOH
Insights
Report Message — Protection

DOH DSA with LHJs for vaccine administration data

Sullivan, Amy D (DOH)
To: Failla, Megan (DSHS/RDA)
Cc: Bell, Teal (DOH); Cotten, Jennifer D (DOH); Roberts, Michele (DOH); Wasserman, Cathy (DOH)
Retention Policy: DOH-EXO - 1 YR-Delete (1 year) Expires: 12/30/2021

Reply Reply All Forward ...
Wed 12/30/2020 4:12 PM

Hi Megan,
Cathy Wasserman communicated that you wanted to be emailed regarding data sharing for public health surveillance activities.

This note is to let you know that the Prevention and Community Health Division will be entering into a DSA with the state's LHJs to share vaccine administration data from the Washington Immunization Information System. This data is for public health surveillance activities related to COVID-19 response activities.
Please let me know if you have any further questions.
Best,
Amy

Amy D. Sullivan, PhD, MPH
Senior Epidemiologist
Prevention & Community Health
Washington State Department of Health
amy.sullivan@doh.wa.gov
360-236-3411 | www.doh.wa.gov
Gender Pronouns: she/her

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number CLH18260
2. Contract Status: (Check appropriate box) ☐ Original ☐ Renewal ☒ Amendment #22
3. Contractor Information:

Contractor:	**Department of Health**
	Office of Contracts & Procurement
Contact Person:	**Brenda Henrikson**
Title:	**Contracts Specialist**
Address:	**PO Box 47905**
Address:	**Olympia WA 98504-7905**
Phone:	**360-236-3933**

4. Brief description of purpose of the contract and County's contracted duties:
   Amends Statements of Work for COVID-19 Coordinated Response, Emergency Preparedness & Response PHEP, Foundational Public Health Services, Maternal & Child Health Block Grant and WIC Nutrition programs.
5. Term of Contract: **From: January 1, 2018** **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

   ☐ 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:	$ 157,058	Source: State DOH Consolidated Contract
Previous Amendments #1-21	$1,673,891	Source: State DOH Consolidated Contract
Contract Amendment #22	$ 125,076	
Total County Funds Committed:	$ 0	
TOTAL FUNDS COMMITTED:	**$1,956,025**	

8. County Contact Person:
   Name: Allen Esaacson
   Title: Data & Finance Manager
9. Department Approval: _____
   Department Head or Elected Official Signature
10. Special Comments:
    Sign the Contract. Email signed original of the signature page to DOH at brenda.henrikson@doh.wa.gov DOH will return one fully signed electronic version of the signature page. If a "wet" signature is needed, mail 1 original to Brenda at the address above and she will return a countersigned original

COMMISSIONER'S AGENDA ITEM COMMENTARY

SUBMITTED BY	Community Health Department Signature
AGENDA DATE	BOH 08/14/2021
SUBJECT	Dept of Health Consolidated Contract 2018-2021 Amendment #22
ACTION REQUESTED	BOH Signature

SUMMARY/BACKGROUND

Amends Department of Health (DOH) Consolidated Contract for Fiscal Period 2018-2021 by the following:

Amends Statements of Work for COVID-19 Coordinated Response, Emergency Preparedness & Response PHEP, Foundational Public Health Services, Maternal & Child Health Block Grant and WIC Nutrition programs.

FISCAL IMPACT **REVENUE CONTRACT**

$125,076

RECOMMENDATION

Sign Contract

LIST ATTACHMENTS

Face Sheet
Amendment #22
Exhibit A: Statements of Work
Exhibit B: Allocations
Exhibit C: Schedule of Federal Awards

SKAMANIA COUNTY PUBLIC HEALTH DEPARTMENT
2018 – 2021 CONSOLIDATED CONTRACT

CONTRACT NUMBER: CLH18260 **AMENDMENT NUMBER: 22**

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

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

1. Exhibit A Statements of Work, attached and incorporated by this reference, are amended as follows:

   ☒ Adds Statements of Work for the following programs:

   - Emergency Preparedness & Response PHEP - Effective July 1, 2021
   - Foundational Public Health Services (FPHS) - Effective July 1, 2021

   ☒ Amends Statements of Work for the following programs:

   - COVID-19 Coordinated Response - Effective July 1, 2020
   - Maternal & Child Health Block Grant - Effective January 1, 2018
   - WIC Nutrition Program - Effective January 1, 2018

   ☐ Deletes Statements of Work for the following programs:

2. Exhibit B-22 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-21 Allocations as follows:

   ☒ Increase of **$125,076** for a revised maximum consideration of **$1,956,025**.

   ☐ Decrease of _____ for a revised maximum consideration of _____.

   ☐ No change in the maximum consideration of _____.
   Exhibit B Allocations are attached only for informational purposes.

3. Exhibit C-19 Schedule of Federal Awards, attached and incorporated by this reference, amends and replaces Exhibit C-18.

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

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

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

SKAMANIA COUNTY PUBLIC HEALTH DEPARTMENT

_____
Date

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

_____
Date

APPROVED AS TO FORM ONLY
Assistant Attorney General

2018-2021 CONSOLIDATED CONTRACT
EXHIBIT A
STATEMENTS OF WORK
TABLE OF CONTENTS

Exhibit A
Statement of Work
Contract Term: 2018-2021

DOH Program Name or Title: COVID-19 Coordinated Response - Effective July 1, 2020

Local Health Jurisdiction Name: Skamania County Community Health Department

Contract Number: CLH18260

SOW Type: Revision **Revision # (for this SOW)** 4

Period of Performance: July 1, 2020 through December 31, 2021

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient ☐ State ☐ Other ☒ Federal *Contractor	☒ FFATA (Transparency Act) ☐ Research & Development	☒ Reimbursement ☐ Fixed Price

Statement of Work Purpose: The purpose of this statement of work is to provide supplemental funding for the LHJ to ensure adequate culturally and linguistically responsive testing, investigation and contact tracing resources to limit the spread of COVID-19

NOTE: Pending execution of a new consolidated contract term or an extension to the 2018-2021 consolidated contracts which currently end December 31, 2021, DOH plans to continue the task activities and funding as noted in the task(s) below in a new or revised statement of work effective January 1, 2022.

Revision Purpose: The purpose of this revision is to update the MI code for FFY20 ELC EDE LHJ ALLOCATION in the Payment Information column, revise language and add new deliverable in Task 2.1.h, and revise program specific language for DCHS COVID-19 Response-Tasks 1 and 2; add $5,000 additional funding and Task 3D Vaccine Depot for the period of 07/01/21-12/31/21 for COVID-19 Vaccine Services-Task 3; and extend the funding period for MASS VACCINATION FEMA 100% from July 20, 2021 to December 31, 2021 for Mass Vaccination Clinics-Task 4.

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only) Start Date	End Date	Current Consideration	Change Increase (+)	Total Consideration
BITV-COVID ED LHJ ALLOCATION-CARES	21.019	333.21.01	1897129V	07/01/20	12/31/21	65,268	0	65,268
FEMA-75 COVID LHJ ALLOCATION	97.036	333.97.03	1897129W	07/01/20	12/30/20	0	0	0
FFY21 COVID19 VACCINE SERVICES-CARES	93.268	333.93.26	74310209	07/01/20	12/31/21	14,582	0	14,582
FFY21 COVID GFS LHJ REGIONAL	N/A	334.04.92	1897211G	12/31/20	06/30/21	0	0	0
FFY20 ELC EDE LHJ ALLOCATION	93.323	333.93.32	1897120E	01/15/21	12/31/21	201,918	0	201,918
FFY19 ELC COVID ED LHJ ALLOCATION	93.323	333.93.32	1897129G	01/01/21	12/31/21	90,294	0	90,294
*MASS VACCINATION FEMA 100%	97.036	333.97.03	934V0200	01/21/21	12/31/21	0	0	0
COVID 19 VACCINES	93.268	333.93.26	74310229	07/01/20	12/31/21	354,803	5,000	359,803
TOTALS						**726,865**	**5,000**	**731,865**

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
Participate in public health emergency preparedness and response activities for COVID-19. This may include surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications and or other preparedness and response activities for COVID-19. Examples of key activities include: • Incident management for the response					

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	• Testing • Case Investigation/Contact Tracing • Sustainable isolation and quarantine • Care coordination • Surge management • Data reporting NOTE: The purpose of this agreement is to supplement existing funds for local health jurisdictions to carry out surveillance, epidemiology, case investigations & contact tracing, laboratory capacity, infection control, mitigation, communications, community engagement, and other public health preparedness and response activities for COVID-19.				
	DCHS COVID-19 Response - Tasks 1 and 2 – Unspent ELC funding can be carried forward into new contract term effective January 1, 2022.				
1	Establish a budget plan and narrative to be submitted to the Department of Health (DOH) Contract Manager. DOH will send the "Budget narrative Template", "Budget Guidance" and any other applicable documents that may be identified. **DOH does recognize the public health response goes beyond December 2021 and authorizes local health jurisdictions the ability to maximize funding streams available to them by using short term funding first to have longer term funding available to continue to support the local health jurisdiction response activities beyond December 2021 as applicable.**		Submit the budget plan and narrative using the template provided.	Within 30 days of receiving any new award for DCHS COVID-19 Response tasks.	Reimbursement of actual costs incurred, not to exceed $357,480 total. $65,268 BITV-COVID ED LHJ ALLOCATION-CARES Funding (MI 1897129V)
2	1) LHJ Active monitoring activities. In partnership with WA DOH and neighboring Tribes, the LHJ must ensure adequate culturally and linguistically responsive testing, investigation and contact tracing resources to limit the spread disease. LHJs must conduct the following activities in accordance with the guidance to be provided by DOH. a. Allocate enough funding to ensure the following Contact Tracing and Case Investigation Support: Hire a minimum of 1.0 data entry FTE to assure system requirements for task 2.1.a. i. Contact tracing 1. Strive to maintain the capacity to surge a minimum of five (5) contact tracers for every 100,000 people in the jurisdiction, as needed, based on disease rates. DOH		Data collected and reported into DOH systems daily. Enter all contact tracing data in CREST following guidance from DOH.	Enter performance metrics daily into DOH identified systems Quarterly performance reporting updates	$201,918 FFY20 ELC EDE LHJ ALLOCATION Funding (MI 1897120~~DE~~) Funding end date 7/31/2023 $90,294 FFY19 ELC COVID ED LHJ ALLOCATION Funding (MI 1897129G) Funding end date 10/18/2022

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	centralized investigations will count towards this minimum. 2. Have staff that reflect the demographic makeup of the jurisdiction and who can provide culturally and linguistically competent and responsive services. In addition, or alternatively, enter into an agreement(s) with Tribal, community-based and/or culturally-specific organizations to provide such services. DOH centralized investigations will count towards this minimum. 3. Ensure all contact tracing staff are trained in accordance with DOH investigative guidelines and data entry protocols. 4. Coordinate with Tribal partners in conducting contact tracing for Tribal members. 5. Ensure contact tracing and case investigations activities meet DOH case and Contact Tracing Metrics. (Metrics to be determined collaboratively by DOH, LHJs and Tribes.) Work with DOH to develop a corrective action plan if unable to meet metrics. 6. Perform daily monitoring for symptoms during quarantine period of contacts ii. Case investigation 1. Strive to maintain the capacity to surge a minimum of five (5) case investigators and contact tracers for every 100,000 people in the jurisdiction, as needed, based on disease rates. DOH centralized investigation will count toward this minimum. 2. Enter all case investigation and outbreak data in WDRS following DOH guidance. a. Strive to enter all case investigation and outbreak data into *CREST* as directed by DOH.		Enter all case investigation data in WDRS-following guidance from-DOH.		

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	b. Ensure all staff designated to utilize WDRS have access and are trained in the system. c. Include if new positive cases are tied to a known existing positive case or indicate community spread. d. Conduct case investigation and monitor outbreaks. e. Coordinate with Tribal partners in conducting case investigations for tribal members. 3. Ensure contact tracing and case investigation activities meet DOH Case and Contact Tracing Metrics. (Metrics to be determined collaboratively by DOH, LHJs, and Tribes.) Work with DOH to develop a corrective action plan if unable to meet metrics. b. Testing i. Work with partners and Tribes to ensure testing is available to every person within the jurisdiction meeting current DOH criteria for testing and other local testing needs. ii. Work with partners and Tribes to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities and as a part of the jurisdiction's contact tracing strategy. iii. Maintain a current list of entities providing COVID-19 testing and at what volume. Provide reports to DOH on testing locations and volume as requested. c. Surveillance FTE support at a minimum of .5 FTE Epidemiologist to support daily reporting needs below. i. Ensure all COVID positive lab test results from LHJ are entered in to WDRS by 1) entering data directly in to WDRS, 2) sending test results to DOH to enter, or 3) working with DOH and		Maintain a current list of entities providing COVID-19 testing and at what volume. Provide reports to DOH Contract manager on testing locations and volume as requested.		

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	entities conducting tests to implement an electronic method for test result submission. ii. Maintain records of all COVID negative lab test results from the LHJ and enter into WDRS when resources permit or send test results to DOH. iii. Collaborate with Tribes to ensure Tribal entities with appropriate public health authority have read/write access to WDRS and CREST to ensure that all COVID lab results from their jurisdictions are entered in WDRS or shared with the LHJ or DOH for entry. d. Tribal Support. Ensure alignment of contact tracing and support for patients and family by coordinating with local tribes if a patient identified as American Indian/Alaska Native and/or a member of a WA tribe. e. Support Infection Prevention and control for high-risk populations i. Migrant and seasonal farmworker support. Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for testing, quarantine and isolation, and social service needs for migrant and seasonal farmworkers. ii. Congregate care facilities: In collaboration with the state licensing agency (DSHS), support infection prevention assessments, testing. Infection control and isolation and quarantine protocols in congregate care facilities. iii. High risk businesses or community-based operations. In collaboration with state licensing agencies and Labor and Industries, partner with food processing and manufacturing businesses to ensure adequate practices to prevent COVID-19 exposure, conduct testing and respond to outbreaks. iv. Healthcare: Support infection prevention and control assessments, testing, cohorting, and isolation procedures. Provide educational		Quarterly performance updates related to culturally and linguistic competency and responsiveness, tribal support, infection prevention and control for high-risk populations, community education and regional active monitoring activities. Performance update should include status of all projects listed.		

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	resources to a variety of healthcare setting types (e.g., nursing homes, hospitals, dental, dialysis). v. Non-healthcare settings that house vulnerable populations: In collaboration with state corrections agency (DOC) and other state partners, support testing, infection control, isolation and quarantine and social services and wraparound supports for individuals living or temporarily residing in congregate living settings, including detention centers, prisons, jails, transition housing, homeless shelters, and other vulnerable populations. vi. Schools: In collaboration with OSPI and local health jurisdictions, support infection prevention and control and outbreak response in K-12 and university school settings. f. Ensure adequate resources are directed towards H2A housing facilities within communities, fishing industries and long-term care facilities to prevent and control disease transmission. Funds can be used to hire support staff, provide incentives or facility-based funding for onsite infection prevention efforts, etc. g. Community education. Work with Tribes and partners to provide culturally and linguistically responsive community outreach and education related to COVID-19. h. Establish sustainable isolation and quarantine measures. i. Have at least one (1) location identified and confirmed through contract/formal agreement that can support isolation and quarantine adequate to the population for your jurisdiction with the ability to expand; alternatively, establish with an adjacent jurisdiction a formal agreement to provide the isolation and quarantine capacity adequate to the population for your jurisdiction with the ability to expand.		Quarterly performance updates to include name, address and capacity of identified location that can support isolation and quarantine, ~~*date of exercise to be conducted*~~ and confirmation of appropriate planning and coordination as required.		

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	ii. ~~*Conduct at least one (1) exercise per year with the identified isolation and quarantine site to include a minimum of: confirmation of wrap around services (food service/delivery, laundry service, water/septic, garbage, ambulance service, cleaning/sanitation), facility intake and discharge procedures, transport procedures, and staffing.*~~ *Maintain ongoing census data for isolation and quarantine for your population.* iii. Planning must incorporate transfer or receipt of isolation and quarantine patients to from adjacent jurisdictions or state facilities in the event of localized increased need. iv. Planning must incorporate triggers and coordination to request state isolation and quarantine support either through mobile teams or the state facility to include site identification and access		*Report census numbers to include historic total by month and monthly total for current quarter to date.*		
COVID-19 Vaccine Services - Task 3 – will be extended through June 30, 2022 in new contract term effective January 1, 2022. Any unspent funds may be carried forward.					
3.A	Identify activity/activities to support COVID vaccine response in your community, using the examples below as a guideline. **Example 1:** Develop and implement communication strategies with health care providers, community, and/or other partners to help build vaccine confidence broadly and among groups anticipated to receive early vaccination, as well as dispel vaccine misinformation. Document and provide a plan that shows the communication strategies used with health care providers and other partners and the locally identified population anticipated to reach. **Example 2:** Engage in other vaccination planning activities such as partnership development, provider education, vaccination point of dispensing (POD) planning, tabletop exercises, engagement with communities, leaders, non-traditional provider, or vulnerable populations to develop strategies to ensure equitable access to vaccination services		Summary of the engagement strategies to be used with health care providers and other partners, and the locally identified population to be reached.	January 31, Annually	Reimbursement of actual costs incurred, not to exceed: $14,582 FFY21 COVID19 VACCINE SERVICES-CARES (MI 74310209) $354,803 COVID19 VACCINES (MI 74310229)

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3.B	Implement the communication strategies or other activities, working with health care providers and other partners to reach the locally identified population, support providers in vaccination plans, and support equitable access to vaccination services.		Mid-term written report describing activity/activities and progress made to-date and strategies used (template to be provided)	June 30, Annually	
3.C	Catalog activities and conduct an evaluation of the strategies used		Final written report, showing the strategies used and the final progress of the reach (template to be provided)	December 31, Annually	
3.D	*Perform as a vaccine depot to provide COVID vaccine. Duties include ordering and redistributing of COVID-19 vaccine, assure storage space for minimum order sizes, initiating transfer in the Immunization Information System (IIS), coordinate with providers for physical transport of doses, and maintaining inventory of COVID vaccine by manufacturer.*		*a) Complete a redistribution agreement.* *b) Report inventory reconciliation page.* *c) Report lost (expired, spoiled, wasted) vaccine to the IIS.* *d) Report transfer doses in the IIS and VaccineFinder.* *e) Monitor and maintain vaccine temperature logs from digital data logger and/or the temperature monitoring system for a minimum of 3 years.*	*a) Complete by August 1, 2021.* *b) Reconcile and submit inventory once monthly in the IIS.* *c) Report lost vaccine within 72 hours in the IIS.* *d) Update within 24 hours from when transfers occur.* *e) Download as needed (retain temperature data on site for 3 years)*	*3.D Vaccine Depot: $5,000 COVID 19 VACCINES Funding (MI 74310229) 07/01/21-12/31/21*

Regional Incident Management Team (IMT) Mass Vaccination Clinics – Task 4

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	***<u>NOTE</u>: Task 4 activities for Mass Vaccination Clinics in this statement of work are NOT CONSIDERED SUBRECIPIENT but are as a CONTRACTOR of DOH.** **DOH reimbursement provided for local mass vaccination clinic (see definition below) planning, implementation and operations in coordination between Unified Command and the Regional IMT to administer the vaccine as efficiently, quickly, equitably, and safely in all regions of Washington State. State Supported, Regionally Coordinated, Locally Implemented.** **Definition**: Mass vaccination clinics defined as those outside of the usual healthcare delivery. method such as pop-up clinics, mobile clinics, non- clinical facility (fairgrounds, arenas, etc.). Leaders Intent about this work from DOH is included as an attachment. Guidance on vaccination protocols must be followed as provided by DOH and CDC.				*Reimbursement of eligible costs. MASS VACCINATION FEMA 100% Funding (MJ 934V0200) (See Program Specific Requirements for Mass Vaccination Task 4 below)
4.A	Local health jurisdiction (LHJ) will coordinate planning and implementation of mass vaccination clinics/sites provided within the county(s) with a regional incident management team/organization as approved by DOH. Request for regional IMT should be submitted through the normal process through WebEOC. Local health jurisdiction is the coordinating agency for the mass vaccination plan within the county. Regional IMT will be under the delegation authority of DOH and they are to provide support and coordination for all efforts around vaccine planning, resource support and general guidance and information sharing in order to regionally coordinate efforts. Local jurisdictions will maintain all decisional authority around vaccination planning and execution within their jurisdiction/district.		Submit to DOH a mass vaccination plan including: • type of site, • site locations, • throughput, • considerations made to ensure equity to historically marginalized populations, • and to the extent possible a regional map of sites/locations.	Within 30 days of contract amendment execution.	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Provide any information as requested by the regional IMT.				
4.B	Funding for eligible Mass Vaccination activities are reimbursed on actual costs as outlined in the DOH guidance to provide the services and to carry out the mission. Funding will be dependent on full participation in the LHJ and IMT processes and all documentation will be required to be provided to fully close out funding requests by the end of the mission period of performance. Allowable costs include expenses such as facility rentals, staff to conduct planning, management, support and operation of the site, medical personnel for vaccinations, site security personnel, wrap around services for staff (meals, travel, lodging), equipment (which must be pre-approved by IMT/DOH if it exceeds $5,000 each), supplies for vaccinations and site operation. LHJs should provide narratives to help assist IMT and DOH finance know what expenditures were necessary to carry out the mission.		Submit estimated budget for the mass vaccination plan. Monthly Cost Summary Spreadsheet to the IMT/IMO by the fifth of the following month.	Within 30 days of contract amendment execution. Monthly	
4.C	Vaccination data – will be maintained according to current state and federal requirements. Vaccine Registration Systems – If a local jurisdiction or region does not have a registration system(s) the include internet based, phone option and other methods to ensure equitable registration, the state PrepMod system and tools will be available for use.		Submission of vaccine use into WA IIS database within 24hrs of use. Jurisdiction/Regions will ensure a fair and equitable process for registration of eligible Washingtonians across all available modalities.	Daily	
4.D	Regularly report on vaccinations sites and operational activities (number of vaccinations, personnel to operate the site, challenges, successes to share for learning across the public health system).		Provide monthly situation report to IMT/IMO on status of implementation of mass vaccination plan, or more frequently if that is the LHJ procedure. Sites operating for the time period, vaccines administered by site for the time period, estimated costs for the time period, any challenges/successes	Monthly	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
			of note, including assistance requested.		

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

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

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

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

Program Specific Requirements/Narrative

DCHS COVID-19 Response - Tasks 1 and 2	BITV-COVID ED LHJ ALLOCATION-CARES
	FFY19 ELC COVID ED LHJ ALLOCATION
	FFY20 ELC EDE LHJ ALLOCATION
COVID-19 Vaccine Services - Task 3	FFY21 COVID 19 VACCINE SERVICES-CARES
	COVID 19 VACCINES
Regional Incident Management Team (IMT) Mass Vaccination Clinics – Task 4	MASS VACCINATION FEMA 100%

DCHS COVID-19 Response - Tasks 1 and 2
Restrictions on Funds: Indirects are NOT allowable for CARES funding from September 2, 2020 forward – LHJ can charge administrative activities as direct costs but not incur indirects from September 2, 2020 through December ~~*30, 2020*~~ *31, 2021* for activities funded with CARES funds (COVID LOCAL CARES - COVID LHJ OFM ALLOCATION-CARES, BITV-COVID ED LHJ ALLOCATION-CARES, FEMA-75 COVID LHJ ALLOCATION)

- Since the federal guidance was not updated until September 2, 2020, DOH understands that indirects could be charged from March–August, 2020.

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

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

COVID-19 Vaccine Services - Task 3 – allowable activities https://www.doh.wa.gov/Portals/1/Documents/9240/AllowableUseFedOpsFunds.pdf

Mass Vaccination – Task 4

Program Manual, Handbook, Policy References
Emergency Response Plan (or equivalent)
Medical Countermeasure/Mass Vaccination Plan

Restrictions on Funds (what funds can be used for which activities, not direct payments, etc.):
Non-mass vaccination efforts are not allowable through this funding stream.
Duplication of billing (sending request for reimbursement) to entities outside of this agreement is prohibited.
Indirect rates are not applicable to these funds.

Special References (RCWs, WACs, etc.)
County Health Emergency Documentation if applicable

Monitoring Visits (frequency, type):
Occasional visits from DOH or IMT/IMO personnel for the purpose of monitoring and surveillance of mass vaccination activities may be expected.

Definitions
Mass vaccination clinic are those outside of the usual healthcare delivery methods such as pop-up clinics, mobile clinics, non-clinical facility clinics (i.e., fairgrounds, arenas, etc.).

Special Billing Requirements:
Monthly invoices must be submitted timely to the regional IMT/Organization for review/approval prior to submission to DOH for reimbursement.
Contract (MI) Code: 934V0200 General Mass Vaccination
BARS Revenue Code: 333.97.03 Mass Vaccination Reimbursement

Special Instructions:
The LHJ is considered a CONTRACTOR of DOH not a subrecipient for this portion of the statement of work. An allocation of funds is not provided as these FEMA funds are only available as reimbursement of costs associated with implementation of the mass vaccination plan.

Detailed documentation must be maintained as directed by the regional IMT/Organization and DOH to substantiate costs associated with these activities for submission to FEMA upon request by DOH.

Eligible costs from the timeframe of January 21, 2021 through ~~*July 20, 2021*~~ *December 31, 2021* include facility rentals, medical and support staff for planning, management, support, and operations; as well as wrap-around services for staff (i.e., meals, travel, lodging). Regular and overtime pay associated with this project is allowable for all staff working under this project and must be billed as a direct charge; timesheets are required documentation and must be available upon request by DOH. Indirect rates are not applicable to these funds. Eligible equipment includes facility infection control measures, personal protective equipment (PPE), storage equipment, coolers, freezers, temperature monitoring devices, portable vaccine units for transportation, supplies such as emergency medical supplies (for emergency medical care needs that may arise in the administration of the vaccine), containers for medical waste, as well as proper storage as needed for canisters of liquid nitrogen or dry ice. Eligible equipment purchase costs should not exceed $5,000 per piece. Equipment over $5,000 a piece must be preapproved by the IMT and should be leased rather than purchased. Any diversion from the list of pre-approved expenses will require a narrative on the purchase rationale and will be subject to IMT approval prior to reimbursement. Timesheets are required documentation for all activities related to this project. Staff time-in / time-out must be recorded, as well as a brief description of their activities. A general description of activities is acceptable for those working at the vaccine site; more detailed/specific description is required for those not working at the vaccine site.

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DOH BITV-COVID ED LHJ Allocation-CARES and DOH ELC Allocation Fiscal Contact (Tasks 1 and 2)
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DOH COVID19 Vaccine Services Program Contacts (Task 3)

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DOH General Mass Vaccination Program and Fiscal Contact (Task 4)

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Exhibit A
Statement of Work
Contract Term: 2018-2021

DOH Program Name or Title: Emergency Preparedness & Response-PHEP - Effective July 1, 2021

Local Health Jurisdiction Name: Skamania County Community Health Department

Contract Number: CLH18260

SOW Type: Original **Revision # (for this SOW)**

Period of Performance: July 1, 2021 through December 31, 2021

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient ☐ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☒ Reimbursement ☐ Fixed Price

Statement of Work Purpose: The purpose of this statement of work is to establish funding and tasks to support and sustain LHJ public health emergency preparedness as part of statewide public health emergency preparedness and response.

Revision Purpose: NA

NOTE: The current consolidated contract ends December 31, 2021. Once a new contract is in place, January 1, 2022, the program plans to submit a new statement of work through June 30, 2022. Deliverable due dates after December 31, 2021 are referenced for informational purposes only and will be updated in the January - June 2022 statement of work.

This statement of work (ending 12/31/21) includes 60% of the total allocation of these funds. The January - June 2022 statement of work will reflect the remaining 40%. Once all invoices have been submitted and balances are reconciled for this statement of work (ending 12/31/21), any remaining funds will be added to a revised January - June 2022 statement of work.

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only) Start Date	Funding Period (LHJ Use Only) End Date	Current Consideration	Change Increase (+)	Total Consideration
FFY21 PHEP BP3 LHJ Funding	93.069	333.93.06	31102380	07/01/21	12/31/21	0	11,936	11,936
TOTALS						**0**	**11,936**	**11,936**

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Across Domains and Capabilities Complete reporting templates as requested by DOH to comply with program and federal grant requirements, including mid-year and end-of-year reports.		Mid-year report on template provided by DOH. End-of-year report on template provided by DOH. Additional reporting may be required if federal requirements change.	December 31, 2021 June 30, 2022	Reimbursement for actual costs not to exceed total funding consideration amount.

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2	Across Domains and Capabilities 2.1 Submit names, position titles, email addresses and phone numbers of key LHJ staff responsible for this statement of work, including management, Emergency Response Coordinator, and accounting and/or financial staff. 2.2 Submit emergency contacts to be published in the confidential Yellow Book, including but not limited to Administrator, Health Officer, and Emergency Response Coordinator. For each contact include name, role, email, daytime phone number and after hours phone number.		Submit information by August 1, 2021 and any changes within 30 days of the change. Mid-year report on template provided by DOH. Note any changes or no change. End-of-year report on template provided by DOH. Note any changes or no change.	August 1, 2021 December 31, 2021 June 30, 2022	
3	Across Domains and Capabilities Participate in a site visit with DOH staff to discuss LHJ response capabilities, upon request from DOH. Site visit may be held virtually due to pandemic restrictions.		DOH will maintain documentation of site visit participation.	Upon request from DOH.	
4	Across Domains and Capabilities Develop a budget demonstrating how the LHJ plans to spend funds during this period of performance, using a budget template provided by DOH. Note: 20% of the LHJ's annual allocation will be withheld until this requirement is met. Failure to meet this requirement may result in DOH redirecting funds from the LHJ.		Budget, using template provided by DOH.	Upon request from DOH.	
5	Across Domains and Capabilities Review and provide input to DOH on public health emergency preparedness plans developed by DOH, upon request from DOH.		Mid-year report on template provided by DOH. End-of-year report on template provided by DOH. Input provided to DOH upon request from DOH.	December 31, 2021 June 30, 2022	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
6	Domain 1 Community Resilience Capability 1 Community Preparedness Participate in emergency preparedness events (for example, trainings, meetings, conference calls, and conferences) to advance LHJ, regional, or statewide public health preparedness.		Mid-year report on template provided by DOH. End-of-year report on template provided by DOH. Documentation of training available upon request.	December 31, 2021 June 30, 2022	
7	Across Domains and Capabilities DOH/EPR anticipates many changes in the next months to years as we incorporate lessons learned from the COVID-19 response. In preparation for these changes, the LHJ may use PHEP funding to participate in training and/or learning discussions in the following areas: • Adaptive Leadership • Change Management • Trauma-Informed Change Management • Outward Mindset • Growth Mindset • Racial Equity and/or Social Justice • Community Resilience • Related topics – prior approval from EPR required. Note: Prior approval from DOH/EPR is required for any out-of-state travel.		Mid-year report on template provided by DOH. Note training and briefly describe key learning and any resulting changes in practice and/or policy. End-of-year report on template provided by DOH. Note training and briefly describe key learning and any resulting changes in practice and/or policy.	December 31, 2021 June 30, 2022	
8	Domain 1 Community Resilience Capability 1 Community Preparedness Connect with new and/or existing partners in order to develop working relationships that promote capabilities, capacity and community resilience, including, but not limited to: • Local and/or Emergency Manager(s). • Local and/or regional hospitals. • Local and/or regional elected officials. • Local and/or regional organizations that work with vulnerable populations. (For RERCs, this may include some or all of		Mid-year report on template provided by DOH. Briefly describe connections, lessons learned, and any changes made. End-of-year report on template provided by DOH. Briefly describe connections, lessons learned, and any changes made.	December 31, 2021 June 30, 2022	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	the primary groups identified in Activity 6 – All Hazards Plan – Vulnerable Populations.)				
9	Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training & Exercise Based on availability of training, participate in at least one Foundational Public Health Emergency Preparedness Training provided by region, DOH, DOH-contracted partner, or DOH-approved trainer in person or via webinar. Notes: • For some LHJs this training won't be available until the next Statement of Work period, January 1 – June 30, 2022. DOH will work with regions and LHJs to customize and schedule training(s). • This is one or more specific trainings coordinated by DOH. DOH will work with LHJ to implement. • Participation in an activation, exercise or real-world event may be considered additional training, but does not take the place of the requirement to participate in at least one training as described above.		Mid-year report on template provided by DOH. End-of-year report on template provided by DOH.	December 31, 2021 June 30, 2022	
10	Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training & Exercise 10.1 Review LHJ public health preparedness and response capabilities and identify gaps, priorities, and training needs. 10.2 Provide input to Regional Emergency Response Coordinators (RERCs) for Regional Integrated Preparedness Plan and Integrated Preparedness Planning Workshop Guide.		Mid-year report on template provided by DOH. End-of-year report on template provided by DOH. 10.2 Input into Regional Integrated Preparedness Plan and Integrated Preparedness Planning Workshop Guide provided to RERCs.	December 31, 2021 June 30, 2022 10.2 As requested by RERCs.	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Notes: • Integrated Preparedness Planning Workshop is planned for January 2022. LHJs will be required to participate in next statement of work. • LHJ may opt to develop, update and maintain a local Integrated Preparedness Plan. They still need to participate in regional process described above.				
11	Domain 2 Incident Management Capability 3 Emergency Operations Coordination 11.1 Provide immediate notification to DOH Duty Officer at 360-888-0838 or hanalert@doh.wa.gov for all response incidents involving use of emergency response plans and/or incident command structures. 11.2 Produce and provide situation reports (sitreps) documenting LHJ activity during all incidents. Sitrep may be developed by the LHJ or another jurisdiction that includes input from LHJ.		Mid-year report on template provided by DOH. Indicate that this was done or that no response incident occurred. End-of-year report on template provided by DOH. Indicate that this was done or that no response incident occurred. 11.1 Notification to DOH Duty Officer within 60 minutes of activation. 11.2 Sitreps submitted to DOH Duty Officer	December 31, 2021 June 30, 2022	
12	Domain 2 Incident Management Capability 3 Emergency Operations Coordination Complete or participate in After Action Reports (AARs) after each incident or exercise. Note: An AAR may be completed part-way through an extended response, for example, COVID-19.		Mid-year report on template provided by DOH. Briefly describe key lessons learned and changes made and/or planned – or note that no AARs were completed. Submit AAR(s). End-of-year report on template provided by DOH. Briefly describe key lessons learned and changes made and/or planned – or note that no AARs were completed. Submit AAR(s).	December 31, 2021 June 30, 2022	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
13	Domain 2 Incident Management Capability 3 Emergency Operations Coordination Convene a county Emergency Support Function (ESF) 8 AAR for COVID-19. Participants include, but not limited to: • Local Health Officer • Public Health Official(s) • Emergency Manager • Regional Health Care Coalition • Local and regional hospitals • Federally Qualified Health Center(s) if they are in your county • Accountable Community of Health Notes: • Follow Homeland Security Exercise and Evaluation Program (HSEEP) guidelines for process and documentation. • Include name, title, and organization of each participant in documentation (AAR). • Outreach may need to be conducted to gather input from entities not able to participate in an AAR meeting. • This may be completed part-way through the COVID-19 response • This AAR may be used to meet the requirement above as well (Task #12).		Mid-year report on template provided by DOH. Briefly describe key lessons learned and changes made and/or planned – or note that no AARs were completed. Submit AAR(s). End-of-year report on template provided by DOH. Briefly describe key lessons learned and changes made and/or planned – or note that no AARs were completed. Submit AAR(s).	December 31, 2021 June 30, 2022	
14	Domain 3 Information Management Capability 4 Emergency Public Information and Warning - Communication 14.1 Participate in Monthly Public Health Communicator Call/Webinar by joining call/webinar and/or following information on the public health communicator online collaborative workspace (e.g. Basecamp). 14.2 Participate in at least one risk communication drill offered by DOH between July 1, 2021 and June 30, 2022. Drill will occur via webinar, phone and email. DOH will offer one in July 1 –		Mid-year report on template provided by DOH. End-of-year report on template provided by DOH.	December 31, 2021 June 30, 2022	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	December 31, 2021 and one drill between January 1 – June 30, 2022. 14.3 Conduct a hot wash evaluating LHJ participation in the drill. 14.4 Identifying and implementing communication strategies in real world incident will satisfy need to participate in drill. Conduct a hot wash or After Action Review (AAR) evaluating LHJ participation in communication strategies during the incident. If, the real-world event response is ongoing, LHJ may opt to conduct a hot wash or AAR evaluating communication strategies to date OR include a summary of communication activities in mid-year and/or end-of year reports and one sample of communication. Note: Participation in a real world event may meet the requirement for 14.2, 14.3 and 14.4.		14.3 and 14.4 Hotwash or After Action Review (AAR) OR summary of communication activities and one sample.		
15	Domain 3 Information Management Capability 6 Information Sharing 15.1 Maintain Washington Secure Electronic Communications, Urgent Response and Exchange System (WASECURES) as primary notification system. 15.2 Participate in DOH-led notification drills. 15.3 Conduct at least one LHJ drill using LHJ-preferred staff notification system. Notes: • Registered users must log in quarterly at a minimum. • DOH will provide technical assistance to LHJs on using WASECURES.		Mid-year report on template provided by DOH. End-of-year report on template provided by DOH.	December 31, 2021 June 30, 2022	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	• LHJ may choose to use another notification system in addition to WASECURES to alert staff during incidents. • 15.3 doesn't need to be completed until June 30, 2022. LHJs may begin work in this Statement of Work period or may opt to do all the work in the next Statement of Work period.				
16	Domain 3 Information Management Capability 6 Information Sharing Provide Essential Elements of Information (EEIs) during incident response upon request from DOH. Note: DOH will request specific data elements from the LHJ during an incident response, as needed to inform decision making by DOH and state leaders, as well as federal partners when requested.		Provide EEIs upon request. Note in the mid-year and end-of-year reports that EEIs were provided or none were requested.	Upon request. December 31, 2021 June 30, 2022	
17	Domain 4 Countermeasures and Mitigation Capability 8 Medical Countermeasures Dispensing Capability 9 Medical Countermeasures Management and Distribution Update and maintain Medical Countermeasure (MCM) Plans for LHJ and/or Region. Notes: • MCM plans include number of local distribution sites and number for which a detailed point-to-point distribution plan from RSS to distribution site has been jointly confirmed by LHJ and DOH. • MCM plans include number of local points of dispensing (PODs) and number for which a detailed point-to-point distribution plan from local distribution site to dispensing site has been jointly confirmed by LHJ and POD operator (nursing home, local agency, public POD, and independent pharmacy).		Report progress and/or plans in mid-year report on template provided by DOH. End-of-year report on template provided by DOH. If there is a regional plan, provide input to the RERC. Updated MCM plans will be due June 30, 2022.	December 31, 2021 June 30, 2022	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	• LHJs are not required to maintain a hub. LHJs may partner with other organizations to centralize distribution. If LHJs opt to maintain a hub, this should be included in the MCM plan. • DOH will provide technical assistance to LHJs on core elements of an MCM plan.				
18	Domain 5 Surge Management Capability 10 Medical Surge 18.1 Attend at least one Region IV Alliance meeting, in person or virtually. 18.2 Participate with Region IV Alliance in the information sharing process during incidents and at least one planning process or exercise conducted to inform on the roles and responsibilities of public health. Note: This task doesn't need to be completed until June 30, 2022. LHJs may begin work in this Statement of Work period or may opt to do all the work in the next Statement of Work period.		Mid-year report on template provided by DOH. End-of-year report on template provided by DOH.	December 31, 2021 June 30, 2022	

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

Program Specific Requirements/Narrative
Any subcontract/s must be approved by DOH prior to executing the contract/s.

Deliverables are to be submitted to the ConCon deliverables mailbox at concondeliverables@doh.wa.gov, unless otherwise specified.

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

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

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

Restrictions on Funds (what funds can be used for which activities, not direct payments, etc)

Please reference the Code of Federal Regulations:
https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=58ffddb5363a27f26e9d12ccec462549&ty=HTML&h=L&mc=true&r=PART&n=pt2.1.200#se2.1.200_1439

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Exhibit A
Statement of Work
Contract Term: 2018-2021

DOH Program Name or Title: Foundational Public Health Services (FPHS) - Effective July 1, 2021

Local Health Jurisdiction Name: Skamania County Community Health Department

Contract Number: CLH18260

SOW Type: Original **Revision # (for this SOW)**

Period of Performance: July 1, 2021 through December 31, 2021

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☐ Federal <Select One>		☐ Reimbursement
☒ State	☐ FFATA (Transparency Act)	☒ Periodic Distribution
☐ Other	☐ Research & Development	

Statement of Work Purpose: The purpose of this statement of work (SOW) is to specify how state funds for Foundational Public Health Services (FPHS) will be used for the period of performance. Per RCW 43.70.512, these funds are for the governmental public health system to deliver FPHS services statewide in the most effective, efficient and equitable manner possible with the funds available.

The FPHS Steering Committee with input from FPHS Subject Matter Expert (SME) Workgroups and the Tribal Technical Workgroup is the decision making body for FPHS funds. For the 2021 – 2023 biennium, the Steering Committee is using an iterative approach to decision making. Determining investments first for SFY22 (July 1, 2021 – June 30, 2022), then for SFY23 (July 1, 2022 – June 30, 2023). That means that additional tasks and/or funds may be added to an LHJ's FPHS SOW as these decisions are made.

These funds are to be used as directed and allocated by the FPHS Steering Committee. As the global COVID-19 pandemic and the public health response to it continues and begins to abate, these FPHS funds can be used to supplement other short-term pandemic response funding as needed during this period of performance (07/01/21-12/31/21). Responding to pandemics, epidemics and public health emergencies are foundational services of the governmental public health system.

Note: The total biennial funding allocation is for the period of July 1, 2021 through June 30, 2023. 2021-2023 biennial funding allocations will be divided into four six-month lump sum amounts that will be disbursed at the beginning of each six month period as follows: July 1, 2021; January 1, 2022; July 1, 2022; January 1, 2023.

The disbursement of funds scheduled for January 1, 2022, July 1, 2022 and January 1, 2023 and deliverable due dates after December 31, 2021 are included in this statement of work for informational purposes only and will be carried forward into a new statement of work in the new consolidated contract term beginning January 1, 2022.

FPHS funds must be spent in the state fiscal year (SFY) in which they are disbursed: SFY22 07/01/21-06/30/22 and SFY23 07/01/22-06/30/23. Unspent funds must be returned to DOH by July 15th of each year.

2021-2023 Biennial Allocation: $200,000

SFY22 Allocation: $100,000

SFY23 Allocation: $100,000

Revision Purpose: N/A

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only) Start Date	End Date	Current Consideration	Change Increase (+)	Total Consideration
FPHS-LHJ-PROVISO (YR1)-REINFORCING CAPACITY	N/A	336.04.25	99202111	07/01/21	12/31/21	0	100,000	100,000
FPHS-LHJ-PROVISO (YR1)-NEW SERVICE DELIVERY MODELS						0	0	0
TOTALS						**0**	**100,000**	**100,000**

Task Number	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
0	**FOUNDATIONAL PUBLIC HEALTH FUNDING – ALL**	Increased delivery of FPHS services in each jurisdiction and statewide as measured via FPHS annual reporting from all agencies receiving FPHS funds, metrics and other data compiled and analyzed by DOH and Subject Matter Expert (SME) Workgroups. All of which is included as part of the annual FPHS Investment Report. FPHS annual reporting (template provided by DOH) for SFY22 (07/01/21 – 06/30/22) FPHS annual reporting (template provided by DOH) for SFY23 (07/01/22 – 06/30/23)	 By 08/15/22 By 08/15/23	Funds are available beginning July 1, 2021. Half of the annual allocation will be disbursed each July upon receipt of the Annual Report for the previous year and the second half will be disbursed each January. **Note: Funds must be spent in the state fiscal year (SFY) in which they are disbursed. Unspent funds must be returned to DOH by July 15th of each year.**
1	**FPHS – REINFORCING CAPACITY** Funds to deliver FPHS in each jurisdiction. These funds are for delivering ANY, or ALL, of the FPHS communicable disease, environmental public health or assessment service and can also be used for any of the other FPHS capabilities that support these FPHS as defined in the most current version of FPHS Definitions.			SFY22 Allocation: $100,000 SFY23 Allocation: $100,000 21-23 Biennial Allocation: $200,000
2	**FPHS – NEW SERVICE DELIVERY MODELS** Funds to deliver FPHS in multiple jurisdictions in coordination with FPHS Subject Matter Expert (SME) workgroups.			SFY22 Allocation: SFY23 Allocation: 21-23 Biennial Allocation:

Tasks/Activities/Description	Impact Measures
Control of Communicable Disease and Other Notifiable Conditions 1. Provide timely, statewide, locally relevant and accurate information statewide and to communities on prevention and control of communicable disease and other notifiable conditions. 2. Identify statewide and local community assets for the control of communicable diseases and other notifiable conditions, develop and implement a prioritized control plan addressing communicable diseases and other notifiable conditions and seek resources and advocate for high priority prevention and control policies and initiatives regarding communicable diseases and other notifiable conditions. 3. Promote immunization through evidence-based strategies and collaboration with schools, health care providers and other community partners to increase immunization rates. 4. Ensure disease surveillance, investigation and control for communicable disease and notifiable conditions in accordance with local, state and federal mandates and guidelines. 5. Ensure availability of public health laboratory services for disease investigations and response, and reference and confirmatory testing related to communicable diseases and notifiable conditions. 6. When Additional Important Services (AIS) are delivered regarding prevention and control of communicable disease and other notifiable conditions, ensure that they are well coordinated with foundational services.	Percent of toddlers and school age children that have completed the standard series of recommended vaccinations. Percent of new positive Hepatitis C lab reports that are received electronically which have a completed case report. Percent of new positive Hepatitis C case reports with completed investigations. Percent of Gonorrhea cases investigated. Percent of Gonorrhea cases investigated that are receiving dual treatment (treatment for both Gonorrhea and Chlamydia at the same time) Percent of newly diagnosed syphilis cases that receive partner services interview.
Environmental Public Health 1. Provide timely, state and locally relevant and accurate information statewide and to communities on environmental public health issues and health impacts from common environmental or toxic exposures. 2. Identify statewide and local community environmental public health assets and partners and develop and implement a prioritized prevention plan to protect the public's health by preventing and reducing exposures to health hazards in the environment, seek resources and advocate for high priority policy initiatives. 3. Conduct environmental public health investigations, inspections, sampling, laboratory analysis and oversight to protect food, recreational water, drinking water and liquid waste and solid waste systems in accordance with local, state and federal laws and regulations. 4. Identify and address priority notifiable zoonotic conditions (e.g. those transmitted by birds, insects, rodents, etc.), air-borne conditions and other public health threats related to environmental hazards. 5. Protect the population from unnecessary radiation exposure in accordance with local, state and federal laws and regulations. 6. Participate in broad land use planning and sustainable development to encourage decisions that promote positive public health outcomes 7. When Additional Important Services (AIS) are delivered regarding environmental public health, assure that they are well coordinated with foundational services.	TBD
Assessment (Surveillance and Epidemiology) 1. Ability to collect sufficient, statewide and community level data and develop and maintain electronic information systems to guide public health planning and decision making at the state, regional and local level. 2. Ability to access, analyze, use and interpret data. 3. Ability to conduct a comprehensive community or statewide health assessment and identify health priorities arising from that assessment, including analysis of health disparities and the social determinants of health.	TBD

Tasks/Activities/Description	Impact Measures
Emergency Preparedness (All Hazards). 1. Ability to develop emergency response plans for natural and man-made public health hazards; train public health staff for emergency response roles and routinely exercise response plans. 2. Ability to lead the Emergency Support Function 8 – Public Health & Medical and/or a public health response for the county, region, jurisdiction and state. 3. Ability to activate and mobilize public health personnel and response teams; request and deploy resources; coordinate with public sector, private sector and non-profit response partners and manage public health and medical emergencies utilizing the incident command system. 4. Ability to communicate with diverse communities across different media, with emphasis on populations that are disproportionately challenged during disasters, to promote resilience in advance of disasters and protect public health during and following disasters. **Communication.** 1. Ability to engage and maintain ongoing relations with local and statewide media. 2. Ability to develop and implement a communication strategy, in accordance with Public Health Accreditation Standards, to increase visibility of public health issues. This includes the ability to provide information on health risks, healthy behaviors, and disease prevention in culturally and linguistically appropriate formats for the various communities served. **Policy Development and Support** 1. Ability to develop basic public health policy recommendations. These policies must be evidence-based, or, if innovative/promising, must include evaluation plans. 2. Ability to work with partners and policy makers to enact policies that are evidence-based (or are innovative or promising and include evaluation plans) and that address the social determinants of health and health equity. 3. Ability to utilize cost-benefit information to develop an efficient and cost-effective action plan to respond to the priorities identified in a community and/or statewide health assessment. **Community Partnership Development** 1. Ability to create and maintain relationships with diverse partners, including health-related national, statewide and community-based organizations; community groups or organizations representing populations experiencing health inequity; private businesses and health care organizations; Tribal Nations, and local, state and federal government agencies and leaders. 2. Ability to select and articulate governmental public health roles in programmatic and policy activities and coordinate with these partners.	TBD
Business Competencies – Leadership Capabilities; Accountability and Quality Assurance Capabilities; Quality Improvement Information; Technology Capabilities; Human Resources Capabilities; Fiscal Management, Contract and Procurement Capabilities; Facilities and Operations; Legal Capabilities.	TBD

Program Specific Requirements/Narrative

Special References (RCWs, WACs, etc)
Link to RCW 43.70.512 – RCW 43.70.512: Public health system—Foundational public health services—Intent. (wa.gov)
Link to RCW 43.70.515 – RCW 43.70.515: Foundational public health services—Funding. (wa.gov)

FPHS Definitions
https://wsalpho.box.com/s/qb6ss10mxbrajx0fla742lw6zcfxzohk

All FPHS Resources
www.doh.wa.gov/fphs or FPHS | Powered by Box

Special Instructions
There are two different BARS Revenue Codes for "state flexible funds" to be tracked separately and reported separately on your annual BARS report. These two BARS Revenue Codes and definitions from the State Auditor's Office (SAO's) are listed below along with a link to the BARS Manual. 336.04.25 is the new BARS Revenue Code to use for the Foundational Public Health Services (FPHS) funds included in this statement of work.

336.04.24 – County Public Health Assistance
Use this account for the state distribution authorized by the 2013 2ESSB 5034, section 710. The local health jurisdictions are required to provide reports regarding expenditures to the legislature from this revenue source.

336.04.25 – Foundational Public Health Services
Use this account for the funding designated for the local health jurisdictions to provide a set of core services that government is responsible for in all communities in the WA state. This set of core services provides the foundation to support the work of the broader public health system and community partners. At this time the funding from this account is for delivering ANY or all of the FPHS communicable disease services (listed above) and can also be used for the FPHS capabilities that support FPHS communicable disease services as defined in the most current version of FPHS Definitions.

Public Health Budgeting, Accounting and Reporting System (BARS) Resources
www.doh.wa.gov/lhjfunding

Deliverables are to be submitted to Marie Flake at marie.flake@doh.wa.gov

DOH Program Contact
Marie Flake, Special Projects, Foundational Public Health Services
Washington State Department of Health
PO Box 47890, Olympia, WA 98504-7890
Mobile Phone 360-951-7566
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Exhibit A
Statement of Work
Contract Term: 2018-2021

DOH Program Name or Title: Maternal & Child Health Block Grant - Effective January 1, 2018

Local Health Jurisdiction Name: Skamania County Community Health Department

Contract Number: CLH18260

SOW Type: Revision **Revision # (for this SOW)** 6

Period of Performance: January 1, 2018 through December 31, 2021

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient	☒ FFATA (Transparency Act)	☒ Reimbursement
☐ State	☐ Research & Development	☐ Fixed Price
☐ Other		

Statement of Work Purpose: The purpose of this statement of work is to support local interventions that impact the target population of the Maternal and Child Health Block Grant.

Revision Purpose: The purpose of this revision is to provide additional funding, add activities and deliverable due dates, and extend the period of performance and funding from September 30, 2021 to December 31, 2021 for continuation of MCHBG-related activities.

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only) Start Date	End Date	Current Consideration	Change Increase (+)	Total Consideration
FFY18 MCHBG LHJ CONTRACTS	93.994	333.93.99	78120281	01/01/18	09/30/18	22,523	0	22,523
FFY19 MCHBG LHJ CONTRACTS	93.994	333.93.99	78120291	10/01/18	09/30/19	29,551	0	29,551
FFY20 MCHBG LHJ CONTRACTS	93.994	333.93.99	78120292	10/01/19	09/30/20	29,551	0	29,551
FFY21 MCHBG LHJ CONTRACTS	93.994	333.93.99	78120293	10/01/20	09/30/21	29,551	0	29,551
FFY22 MCHBG LHJ CONTRACTS	93.994	333.93.99	78101221	10/01/21	12/31/21	0	7,388	7,388
TOTALS						**111,176**	**7,388**	**118,564**

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
Maternal and Child Health Block Grant (MCHBG) Administration					
1a	Participate in calls, at a minimum of every quarter, with DOH contract manager. Dates and time for calls are mutually agreed upon between DOH and LHJ		Designated LHJ staff will participate in contract management calls.	September 30, 2018 September 30, 2019 September 30, 2020	Reimbursement for actual costs, not to exceed total funding consideration. Action Plan and Progress Reports must only reflect
1b	Report actual expenditures for October 1, 2017 through March 31, 2018		Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager	May 26, 2018	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1c	Develop 2018-2019 MCHBG Budget Workbook for October 1, 2018 through September 30, 2019 using DOH provided template.		Submit MCHBG Budget Workbook to DOH contract manager	September 5, 2018	activities paid for with funds provided in this statement of work for the specified funding period. See Program Specific Requirements and Special Billing Requirements.
1d	Report actual expenditures for October 1, 2018 through March 31, 2019		Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager.	May 24, 2019	
1e	Develop 2019-2020 MCHBG Budget Workbook for October 1, 2019 through September 30, 2020 using DOH provided template.		Submit MCHBG Budget Workbook to DOH contract manager	September 5, 2019	
1f	Report actual expenditures for October 1, 2017 through September 30, 2018		Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager.	November 30, 2018	
1g	Participate in DOH sponsored MCHBG fall regional meeting.		Designated LHJ staff will attend regional meeting.	September 30, 2020	
1h	Report actual expenditures for October 1, 2018 through September 30, 2019		Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager.	December 6, 2019	
1i	Develop 2020-2021 MCHBG Budget Workbook for October 1, 2020 through September 30, 2021 using DOH provided template.		Submit MCHBG Budget Workbook to DOH contract manager	September 6, 2020	
1j	Report actual expenditures for the six month period from October 1, 2019 through March 31, 2020		Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager.	May 22, 2020	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1k	Report actual expenditures for October 1, 2019 through September 30, 2020		Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager	December 4, 2020	
1l	Report actual expenditures for the six month period from October 1, 2020 through March 31, 2021.		Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager.	May 21, 2021	
1m	Develop 2021-2022 MCHBG Budget Workbook for October 1, 2021 through September 30, 2022 using DOH provided template.		Submit MCHBG Budget Workbook to DOH contract manager	September 10, 2021	
1n	*Report actual expenditures for October 1, 2020 through September 30, 2021*		*Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager*	*December 3, 2021*	
1o	*Participate in DOH sponsored MCHBG fall regional meeting, either virtually or in-person*		*Designated LHJ staff will attend regional meeting.*	*December 31, 2021*	
MCHBG Assessment and Evaluation					
2a	Participate in project evaluation activities developed and coordinated by DOH, as requested.		Documentation using report template provided by DOH	September 30, 2018 September 30, 2019 September 30, 2020 September 30, 2021	Reimbursement for actual costs, not to exceed total funding consideration. See Program Specific Requirements and Special Billing Requirements.
2b	Report program level strategy measure data (CSHCN, UDS, ACEs).		Documentation using report template provided by DOH	January 15, 2018 April 15, 2018 July 15, 2018 October 15, 2018	
2c	Conduct a Maternal and Child Health (MCH) Needs Assessment.		Submit Needs Assessment documentation to DOH contract manager using templates provided by DOH	May 24, 2019	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2d	Explore health equity approaches to maternal and child health and develop implementation plan		Include health equity plan in 2020-2021 MCHBG Action Plan using DOH- provided template.	Draft August 16, 2020 Final September 6, 2020	
MCHBG Implementation					
3a	Develop 2018-2019 MCHBG Action Plan for October 1, 2018 through September 30, 2019 using DOH-provided template.		Submit MCHBG Action Plan to DOH contract manager	Draft August 17, 2018 Final- September 5, 2018	Reimbursement for actual costs, not to exceed total funding consideration. Action Plan and Progress Reports must only reflect activities paid for with funds provided in this statement of work for the specified funding period. See Program Specific Requirements and Special Billing Requirements.
3b	Report activities and outcomes of 2017-2018 MCHBG Action Plan using DOH- provided template.		Submit Action Plan monthly reports to DOH contract manager	Monthly, on or before the 15th of the following month	
3c	Develop 2019-2020 MCHBG Action Plan for October 1, 2019 through September 30, 2020 using DOH-provided template.		Submit MCHBG Action Plan to DOH contract manager	Draft August 17, 2019 Final- September 5, 2019	
3d	Report activities and outcomes of 2018-2019 MCHBG Action Plan using DOH- provided template.		Submit Action Plan monthly reports to DOH contract manager	Monthly, on or before the 15th of the following month	
3e	Develop 2020-2021 MCHBG Action Plan for October 1, 2020 through September 30, 2021 using DOH-provided template.		Submit MCHBG Action Plan to DOH contract manager	Draft August 16, 2020 Final September 6, 2020	
3f	Report activities and outcomes of 2019-2020 MCHBG Action Plan using DOH- provided template.		Submit Action Plan monthly reports to DOH contract manager	Monthly, on or before the 15th of the following month	
3g	Report activities and outcomes of 2020-21 MCHBG Action Plan using DOH-Provided template.		Submit Action Plan reports to DOH contract manager	October 15, 2020 January 15, 2021 April 15, 2021 July 15, 2021 *October 15, 2021*	
3h	Develop 2021-2022 MCHBG Action Plan for October 1, 2021 through September 30, 2022 using DOH-Provided template.		Submit MCHBG Action Plan to DOH contract manager	Draft August 20, 2021 Final September 10, 2021	
3i	*Develop 2022 MCHBG Action Plan for January 1, 2022 through September 30, 2022 using DOH-provided template.*		*Submit MCHBG Action Plan to DOH contract manager*	*Draft November 19, 2021* *Final-December 20, 2021*	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
Children and Youth with Special Health Care Needs (CYSHCN)					
4a	Complete Child Health Intake Form (CHIF) using the CHIF Automated System on all infants and children served by the CYSHCN Program as referenced in CSHCN Program guidance. Ensure client data is collected on all children served by CYSHCN contractors, regional maxillofacial coordinators, and the DOH Newborn Screening Program.		Submit CHIF data into Secure Access Washington website: https://secureaccess.wa.gov	January 15, 2018 April 15, 2018 July 15, 2018 October 15, 2018 January 15, 2019 April 15, 2019 July 15, 2019 October 15, 2019 January 15, 2020 April 15, 2020 July 15, 2020 October 15, 2020 January 15, 2021 April 15, 2021 July 15, 2021 *October 15, 2021*	Reimbursement for actual costs, not to exceed total funding consideration. Action Plan and Progress Reports must only reflect activities paid for with funds provided in this statement of work for the specified funding period. See Program Specific Requirements and Special Billing Requirements.
4b	Identify unmet needs for CYSHCN on Medicaid, and refer to DOH CYSHCN Program for approval to access Diagnostic and Treatment funds to meet the need.		Submit completed Health Services Authorization forms and Central Treatment Fund requests directly to the CYSHCN Program as needed.	30 days after forms are completed.	

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

Program Specific Requirements/Narrative

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

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

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

Program Manual, Handbook, Policy References
Children and Youth with Special Health Care Needs Manual -
https://www.doh.wa.gov/ForPublicHealthandHealthcareProviders/PublicHealthSystemResourcesandServices/LocalHealthResourcesandTools/MaternalandChildHealthBlockGrant/ChildrenandYouthWithSpecialHealthCareNeeds

Health Services Authorization (HSA) Form
http://www.doh.wa.gov/Portals/1/Documents/Pubs/910-002-ApprovedHSA.docx

Restrictions on Funds (what funds can be used for which activities, not direct payments, etc.)

1. At least 30% of federal Title V funds must be used for preventive and primary care services for children and at least 30% must be used services for children with special health care needs. [Social Security Law, Sec. 505(a)(3)].

2. Funds may not be used for:
   a. Inpatient services, other than inpatient services for children with special health care needs or high risk pregnant women and infants, and other patient services approved by Health Resources and Services Administration (HRSA).
   b. Cash payments to intended recipients of health services.
   c. The purchase or improvement of land, the purchase, construction, or permanent improvement of any building or other facility, or the purchase of major medical equipment.
   d. Meeting other federal matching funds requirements.
   e. Providing funds for research or training to any entity other than a public or nonprofit private entity.
   f. payment for any services furnished by a provider or entity who has been excluded under Title XVIII (Medicare), Title XIX (Medicaid), or Title XX (social services block grant).[Social Security Law, Sec 504(b)].

3. If any charges are imposed for the provision of health services using Title V (MCH Block Grant) funds, such charges will be pursuant to a public schedule of charges; will not be imposed with respect to services provided to low income mothers or children; and will be adjusted to reflect the income, resources, and family size of the individual provided the services. [Social Security Law, Sec. 505 (1) (D)].

Monitoring Visits (frequency, type)
Telephone calls with contract manager as needed.

Special Billing Requirements
Payment is contingent upon DOH receipt and approval of all deliverables and an acceptable A19-1A invoice voucher. Payment to completely expend the "Total Consideration" for a specific funding period will not be processed until all deliverables are accepted and approved by DOH. Invoices must be submitted quarterly by the 30th of each month following the quarter in which the expenditures were incurred and must be based on actual allowable program costs. Billing for services on a monthly fraction of the "Total Consideration" will not be accepted or approved.

Special Instructions
Contact DOH contract manager below for approval of expenses not reflected in approved budget workbook.

MCHBG funds may be expended on COVID-19 response activities that align with maternal and child health priorities. Examples may include:

- Providing support in educating the MCH population about COVID-19 through partnerships with other local agencies, medical providers, and health care organizations.
- Working closely with state and local emergency preparedness staff to assure that the needs of the MCH population are represented.
- Funding infrastructure that supports the response to COVID-19. For example, Public Health Nurses who are routinely supported through the Title V program may be able to be mobilized, using Title V funds or separate emergency funding, to support a call center or deliver health services.

- Partnering with parent networks and health care providers to provide accurate and reliable information to all families.
- Engaging community leaders, including faith-based leaders, to educate community members about strategies for preventing illness

Restrictions listed above continue to apply.

DOH Program Contact

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Washington State Department of Health
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Exhibit A
Statement of Work
Contract Term: 2018-2021

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

Local Health Jurisdiction Name: Skamania County Community Health Department

Contract Number: CLH18260

SOW Type: Revision **Revision # (for this SOW)** 10

Period of Performance: January 1, 2018 through December 31, 2021

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient	☒ FFATA (Transparency Act)	☒ Reimbursement
☐ State	☐ Research & Development	☐ Fixed Price
☐ Other		

Statement of Work Purpose: The purpose is to provide Women, Infants, and Children (WIC) Nutrition Program services by following WIC federal regulations, WIC state office policies and procedures, WIC directives, and other rules. Refer to the Program Specific Requirements section of this document.

Revision Purpose: The purpose of this revision is to add FFY21 USDA WIC Client Services funds and SFY22 GFS FMNP Program Management funds.

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only) Start Date	End Date	Current Consideration	Change Increase (+)	Total Consideration
FFY18 CSS USDA WIC PROGRAM MGNT	10.557	333.10.55	76211280	01/01/18	09/30/18	31,155	0	31,155
FFY19 CSS USDA WIC PROGRAM MGNT	10.557	333.10.55	76211290	10/01/18	09/30/19	36,475	0	36,475
FFY20 USDA WIC PROGRAM MGNT CSS	10.557	333.10.55	76101202	10/01/19	09/30/20	0	0	0
FFY21 USDA WIC PROGRAM MGNT CSS	10.557	333.10.55	76101212	10/01/20	09/30/21	1,400	0	1,400
FFY18 CSS USDA FMNP PROGRAM MGNT	10.572	333.10.57	76211284	01/01/18	09/30/18	166	0	166
FFY16 CASCADES USDA WIC PROGRAM MGNT-MIS	10.578	333.10.57	76411261	10/01/18	09/30/19	1,095	0	1,095
FFY19 CSS USDA FMNP PROGRAM MGNT	10.572	333.10.57	76211294	01/01/19	09/30/19	166	0	166
FFY20 USDA WIC CLIENT SVS CONTRACTS	10.557	333.10.55	76101204	10/01/19	09/30/20	39,070	0	39,070
FFY21 USDA WIC CLIENT SVS CONTRACTS	10.557	333.10.55	76101214	10/01/20	09/30/21	37,680	0	37,680
FFY20 USDA FMNP PROGRAM MGMT	10.572	333.10.57	76540201	10/01/19	09/30/20	159	0	159
FFY20 USDA WIC NUTRITION ED	10.557	333.10.55	76101206	10/01/19	09/30/20	740	0	740
FFY22 USDA WIC CLIENT SVS CONTRACTS	10.557	333.10.55	76101234	10/01/21	12/31/21	9,340	0	9,340
FFY21 USDA WIC CLIENT SERVICES	10.557	333.10.55	76101219	10/01/20	09/30/21	0	592	592
SFY22 GFS FMNP PROGRAM MGMT	N/A	334.04.91	76540135	07/01/21	06/30/22	0	160	160
TOTALS						**157,446**	**752**	**158,198**

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	**WIC Nutrition Program**				See "Special Billing Requirements" below.

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.1	Maintain authorized participating caseload at 100% based on quarterly average as determined from monthly caseload management reports generated at the state WIC office. The Department of Health (DOH) State WIC Nutrition Program has the option of reducing authorized participating caseload and corresponding funding when: 1. Unanticipated funding situations occur. 2. Reallocations are necessary to redistribute caseload statewide. **Authorized participating caseload for January 2018 through December 2020 = 115** **Authorized participating caseload for January 2019 through December 2020 = 110** **Revised participating caseload for January 2021 through December 2021 = 80**	7.2	Outcomes based on monthly participation data from state WIC caseload management reports.		
1.2	Submit the annual Nutrition Services Plan for each year of the Contract.	9.2	Nutrition Services Plan	First year due 11/30/18 Second year due 11/30/19 Third year due 11/30/20 Extension year due 09/30/21	Payment withheld if not received by due date.
1.3	Submit the annual Nutrition Services Expenditure Report for each year of the Contract.	11.2	Nutrition Services Expenditure Report	First year due 11/30/18 Second year due 11/30/19 Third year due 11/30/20 Extension year due 11/30/21	Payment withheld if not received by due date.
1.4	Tell participants about other health services in the agency. If needed, develop written agreements with other health care agencies and refer participants to these services.	3.1	Documentation must be available for review by WIC monitor staff.	Biennial WIC monitor	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.5	Provide nutrition education services to participants and caregivers in accordance with federal and state requirements.	3.1	Documentation must be available for review by WIC monitor staff.	Biennial WIC monitor	
1.6	Issue WIC benefits while assuring adequate card security and reconciliation.	11.2	Documentation must be available for review by WIC monitor staff.	Biennial WIC monitor	
1.7	Collect data, maintain records, and submit reports to effectively enforce the non-discrimination laws (Refer to Civil Rights Assurances below).	7.1	Documentation must be available for review by WIC monitor staff.	Biennial WIC monitor	
1.8a	Submit entire WIC and Breastfeeding Peer Counseling Budget Workbook for each year of the contract.	11.2	Budget Workbook	First year due 10/31/18 Second year due 09/30/19 Third year due 09/30/20 Extension year due 09/30/21	
1.8b	Submit Rev-Exp Report spreadsheet from the WIC Budget Workbook monthly-with A19	11.2	Revenue and Expense Report and A19 Invoice Voucher.	Mid-year revision due 04/30/19 Mid-year revision due 04/30/20 Extension year due monthly through 12/31/21	
2	**Breastfeeding Promotion**				See "Special Billing Requirements" below
2.1	Provide breastfeeding promotion activities in accordance with federal and state requirements	3.1	Status report of chosen activities in Nutrition Services Plan. Documentation must be available for review by WIC monitor staff.	First year due 11/30/18 Second year due 11/30/19 Third year due 11/30/20 Extension year due 11/30/21 Biennial WIC monitor	
2.2	Optional for FFY21: Work with community partners to improve practices that affect breastfeeding. Choose one or more of the following projects:	4.2	Optional status report of chosen activities in Nutrition Services Plan.	First year due 11/30/18 Second year due 11/30/19 Third year due 11/30/20	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	▪ Change worksite policies of employers who likely employ low income women ▪ Provide breastfeeding education to health care providers who serve low income pregnant and breastfeeding women ▪ Work with birthing hospitals to improve maternity care practices that affect WIC client breastfeeding rates ▪ Provide participants access to lactation consultants ▪ Provide staff and community partners breastfeeding training Other projects will need pre-approval from the State WIC Office.		Documentation must be available for review by WIC monitor staff.	Extension year due 11/30/21 Biennial WIC monitor	
3	**Farmers Market Nutrition Program (FMNP)**				See "Special Billing Requirements" below
3.1	Distribute all Farmers Market Nutrition Program checks to eligible WIC participants between June and September 30 of current year.		Send completed readable copy of FMNP check registers to State WIC office on a weekly basis following FMNP procedures. Documentation must be available for review by WIC monitor staff.	Weekly June-Sept. 2018 Weekly June-Sept. 2019 Weekly June-Sept. 2020 Weekly June-Sept. 2021 All sent by Oct. 1, 2018; Oct. 1, 2019, Oct. 1, 2020, and by Oct. 1, 2021 Biennial WIC Monitor	

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

Program Specific Requirements/Narrative

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

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

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

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

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

Staffing Requirements:
The LHJ must:

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

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

Special References (RCWs, WACs):
None.

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

The LHJ must maintain on file and have available for review, audit and evaluation:
1) All criteria used for certification, including information on income, nutrition risk eligibility and referrals
2) Program requirements
3) Nutrition education
4) All financial records

Definitions:
What is the WIC program?

(1) The WIC program in the state of Washington is administered by DOH.

(2) The WIC program is a federally funded program established in 1972 by an amendment to the Child Nutrition Act of 1966. The purpose of the program is to provide nutrition and health assessment; nutrition education; nutritious food; breastfeeding counseling; and referral services to pregnant, breastfeeding, and postpartum women, infants, and young children in specific risk categories.

(3) Federal regulations governing the WIC program (7 CFR Part 246) require implementation of standards and procedures to guide the state's administration of the WIC program. These regulations define the rights, responsibilities, and legal procedures of WIC employees, participants, persons acting on behalf of a client, and retailers. They are designed to promote:

(a) High quality nutrition services;

(b) Consistent application of policies and procedures for eligibility determination;

(c) Consistent application of policies and procedures for food benefit issuance and delivery; and

(d) WIC program compliance.

(4) The WIC program implements policies and procedures stated in program manuals, handbooks, contracts, forms, and other program documents approved by the USDA Food and Nutrition Service.

(5) The WIC program may impose sanctions against WIC participants for not following WIC program rules stated on the WIC rights and responsibilities.

(6) The WIC program may impose monetary penalties against persons who misuse WIC checks or WIC food but who are not WIC participants.

Assurances/Certifications:

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

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

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

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

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

2. Civil Rights Assurance

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

a. "The LHJ hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the ground of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the LHJ receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this Contract.

b. "By accepting this assurance, the LHJ agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the LHJ, its successors, transferees, and assignees, as long as it receives assistance or retains possession of any assistance from DOH. The person or persons whose signatures appear on the contract are authorized to sign this assurance on behalf of the LHJ."

3. 7CFR Parts 3016, 3017, 3018

The LHJ shall comply with all the fiscal and operations requirements prescribed by the state agency as directed by Federal WIC Regulations (7CFR part 246.6), 7CFR part 3016, the debarment and suspension requirements of 7CFR part 3017, if applicable, the lobbying restrictions of 7CFR part 3018, and FNS guidelines and instructions and shall provide on a timely basis to the state agency all required information regarding fiscal and program information.

Special Billing Requirements:

1. Definitions

Contract Period: January 1, 2018-December 31, 2021

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

- There are four federal budget periods (Adding two more for the one-year FFY21 extension)

January 1, 2018 through September 30, 2018;
October 1, 2018 through September 30, 2019;
October 1, 2019 through September 30, 2020;
October 1, 2020 through December 31, 2020;
January 1, 2021 through September 30, 2021;
October 1, 2021 through December 31, 2021.

2. Billing Information

a. Billings are submitted on an A19-1A form, which is coded and provided by DOH prior to each federal fiscal budget period. Submit summary level financial data to support each individual program billing.

b. A19-1A forms are submitted monthly following the close of each calendar month or upon completion of services, before the end of the federal contract budget period.

c. Funds are allocated by budget categories (refer to Chart of Accounts Program names) and by state and federal budget periods (refer to the allocation sheet).

d. Expenses are incurred only during the budget period; no carry forward from previous time periods, or borrowing from future time periods is allowed. Advance payments are not allowed.

e. Payments for a budget period are limited to the amounts allocated for the budget period for each budget category.

f. Billings are based on actual costs, with back up documentation retained by the LHJ and available for inspection by DOH or other appropriate authorities.

g. Payments will be made only for WIC approved expenditures. Refer to the Washington State WIC Nutrition Program Policy and Procedure Manual Volume 2, Chapter 4 – Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Special Instructions:
The LHJ shall:

1) Maintain complete, accurate, and current accounting of all local, state, and federal program funds received and expended.

2) Provide, as necessary, a single audit in accordance with the provisions of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This circular requires the LHJ to have a single audit performed should LHJ spend $750,000 or more of federal grants or awards from all sources. The LHJ is a subrecipient of federal funds.

3) Staff must use Breastfeeding Peer Counseling (BFPC) Program funds only to support the peer counseling program. Once the program is established and peer counselors are trained, the majority of the salary costs must be paid to peer counselors to provide direct services to WIC participants. For a list of allowable costs see Volume 2, Chapter 4 – Allowable Costs. The priority use of BFPC funds is to hire and train peer counselors to provide breastfeeding peer counseling services to WIC participants.

Special Requirements:

Contract Funding Period	Time Period Special Requirement Funds Available	Amount	Description of Special Requirement
January 2018- September 2018	January 2018- September 2018	$3,000	Added in the USDA/WIC Program Management "Other" category to fund training and travel expenses for WIC staff to attend WIC-related trainings. This doesn't include out of state trainings.
October 2018 - September 2019	October 2018- September 2019	$3,090	Added in the USDA/WIC Program Management "Other" category to fund training and travel expenses for WIC staff to attend WIC-related trainings and for WIC staff salaries to complete local agency provided WIC-related trainings. This doesn't include out of state trainings.
October 2018 - September 2019	October 2018 - September 2019	$1,095	Added in the FFY16 Cascades USDA WIC Program Management-MIS category to fund training and travel expenses for WIC staff to attend Cascades trainings.
October 2019 - September 2020	January 2020 - September 2020	$1,550	Added in the USDA WIC Client Services Contracts category to fund training and travel expenses for all WIC staff to participate in WIC-related trainings. With this amendment, these training funds may be used to purchase items to support COVID-19 Remote Access needs. All COVID-19 Remote Access purchases must be approved by the Local Program Operations supervisor or designee prior to purchase.
October 2019 - September 2020	January 2020 - September 2020	$740	Added in the USDA WIC Nutrition Education category to fund WIC staff to attend the fall 2020 NWA Nutrition Education and Breastfeeding Conference or another state approved training.
January 2021 - September 2021	January 2021 - September 2021	$1,400	Added in the USDA WIC Program Management CSS category to fund training and travel expenses for all WIC staff to participate in WIC-related trainings.

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

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360-236-3714

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360-236-3631 or 1-800-841-1410 x 3631

Skamania County Community Health Department

EXHIBIT B-22
ALLOCATIONS
Contract Term: 2018-2021

Contract Number: CLH18260
Date: July 15, 2021

Indirect Rate as of January 2018 through December 2019: 11%
Indirect Rate as of January 2020 through December 2023: 12%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period Start Date	Statement of Work Funding Period End Date	DOH Use Only Chart of Accounts Funding Period Start Date	DOH Use Only Chart of Accounts Funding Period End Date	Amount	Funding Period Sub Total	Chart of Accounts Total
FFY21 USDA WIC Program Mgnt CSS	217WAWA7W1003	Amd 18	10.557	333.10.55	10/01/20	09/30/21	10/01/20	09/30/21	$1,400	$1,400	$69,030
FFY21 USDA WIC Program Mgnt CSS	217WAWA7W1003	Amd 14	10.557	333.10.55	10/01/20	12/31/20	10/01/20	12/31/20	($9,250)	$0	
FFY21 USDA WIC Program Mgnt CSS	217WAWA7W1003	Amd 6	10.557	333.10.55	10/01/20	12/31/20	10/01/20	12/31/20	($135)		
FFY21 USDA WIC Program Mgnt CSS	217WAWA7W1003	N/A	10.557	333.10.55	10/01/20	12/31/20	10/01/20	12/31/20	$9,385		
FFY20 USDA WIC Program Mgnt CSS	207WAWA7W1003	Amd 14	10.557	333.10.55	10/01/19	09/30/20	10/01/19	09/30/20	($37,000)	$0	
FFY20 USDA WIC Program Mgnt CSS	207WAWA7W1003	Amd 6	10.557	333.10.55	10/01/19	09/30/20	10/01/19	09/30/20	($540)		
FFY20 USDA WIC Program Mgnt CSS	207WAWA7W1003	N/A	10.557	333.10.55	10/01/19	09/30/20	10/01/19	09/30/20	$37,540		
FFY19 CSS USDA WIC Program Mgnt	187WAWA7W1003	Amd 6	10.557	333.10.55	10/01/18	09/30/19	10/01/18	09/30/19	($4,155)	$36,475	
FFY19 CSS USDA WIC Program Mgnt	187WAWA7W1003	Amd 5	10.557	333.10.55	10/01/18	09/30/19	10/01/18	09/30/19	$3,090		
FFY19 CSS USDA WIC Program Mgnt	187WAWA7W1003	N/A	10.557	333.10.55	10/01/18	09/30/19	10/01/18	09/30/19	$37,540		
FFY18 CSS USDA WIC Program Mgnt	187WAWA7W1003	Amd 2	10.557	333.10.55	01/01/18	09/30/18	10/01/17	09/30/18	$3,000	$31,155	
FFY18 CSS USDA WIC Program Mgnt	187WAWA7W1003	N/A	10.557	333.10.55	01/01/18	09/30/18	10/01/17	09/30/18	$28,155		
FFY21 USDA WIC Client Services	**NGA Not Received**	**Amd 22**	**10.557**	**333.10.55**	10/01/20	09/30/21	10/01/20	09/30/21	**$592**	**$592**	**$592**
FFY22 USDA WIC Client Svs Contracts	NGA Not Received	Amd 18	10.557	333.10.55	10/01/21	12/31/21	10/01/21	12/31/21	$9,340	$9,340	$86,090
FFY21 USDA WIC Client Svs Contracts	217WAWA7W1003	Amd 18	10.557	333.10.55	10/01/20	09/30/21	10/01/20	09/30/21	$28,430	$37,680	
FFY21 USDA WIC Client Svs Contracts	217WAWA7W1003	Amd 14, 18	10.557	333.10.55	10/01/20	09/30/21	10/01/20	09/30/21	$9,250		
FFY20 USDA WIC Client Svs Contracts	207WAWA7W1003	Amd 14	10.557	333.10.55	10/01/19	09/30/20	10/01/19	09/30/20	$520	$39,070	
FFY20 USDA WIC Client Svs Contracts	207WAWA7W1003	Amd 14	10.557	333.10.55	10/01/19	09/30/20	10/01/19	09/30/20	$37,000		
FFY20 USDA WIC Client Svs Contracts	207WAWA7W1003	Amd 11	10.557	333.10.55	10/01/19	09/30/20	10/01/19	09/30/20	$1,550		
FFY20 USDA WIC Nutrition Ed	207WAWA7W1003	Amd 16	10.557	333.10.55	10/01/19	09/30/20	10/01/19	09/30/20	$740	$740	$740
FFY20 USDA FMNP Prog Mgmt	207WAWA7Y8604	Amd 15	10.572	333.10.57	10/01/19	09/30/20	10/01/19	09/30/20	$159	$159	$491
FFY19 CSS USDA FMNP Prog Mgnt	197WAWA7Y8604	Amd 8	10.572	333.10.57	01/01/19	09/30/19	10/01/18	09/30/19	$166	$166	
FFY18 CSS USDA FMNP Prog Mgnt	187WAWA7Y8604	Amd 2	10.572	333.10.57	01/01/18	09/30/18	10/01/17	09/30/18	$166	$166	
FFY16 Cascades USDA WIC Prog Mgnt-MIS	16157WAWA6W522	Amd 6, 8	10.578	333.10.57	10/01/18	09/30/19	03/11/16	09/30/19	$1,095	$1,095	$1,095
BITV-COVID Ed LHJ Allocation-CARES	NGA Not Received	Amd 18, 21	21.019	333.21.01	07/01/20	12/31/21	07/01/20	12/31/21	$48,951	$65,268	$65,268
BITV-COVID Ed LHJ Allocation-CARES	NGA Not Received	Amd 16, 18, 21	21.019	333.21.01	07/01/20	12/31/21	07/01/20	12/31/21	$16,317		
COVID LHJ OFM Allocation-CARES	NGA Not Received	Amd 16, 18, 21	21.019	333.21.01	03/01/20	12/31/21	03/01/20	12/31/21	$241,200	$241,200	$241,200
FFY18 EPR PHEP BP1 Supp LHJ Funding	NU90TP921889-01	Amd 5	93.069	333.93.06	07/01/18	06/30/19	07/01/18	06/30/19	$358	$19,894	$19,894
FFY18 EPR PHEP BP1 Supp LHJ Funding	NU90TP921889-01	Amd 4	93.069	333.93.06	07/01/18	06/30/19	07/01/18	06/30/19	$19,536		
FFY17 EPR PHEP BP1 LHJ Funding	NU90TP921889-01	Amd 2	93.069	333.93.06	01/01/18	06/30/18	07/01/17	07/02/18	$371	$8,401	$8,401
FFY17 EPR PHEP BP1 LHJ Funding	NU90TP921889-01	N/A	93.069	333.93.06	01/01/18	06/30/18	07/01/17	07/02/18	$8,030		

Skamania County Community Health Department

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ALLOCATIONS
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Contract Number: CLH18260
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Indirect Rate as of January 2020 through December 2023: 12%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period Start Date	Statement of Work Funding Period End Date	DOH Use Only Chart of Accounts Funding Period Start Date	DOH Use Only Chart of Accounts Funding Period End Date	Amount	Funding Period Sub Total	Chart of Accounts Total
FFY21 PHEP BP2 LHJ Funding	**NU90TP922043**	**Amd 22**	**93.069**	**333.93.06**	07/01/21	12/31/21	07/01/21	06/30/22	**$11,936**	**$11,936**	**$51,724**
FFY20 PHEP BP2 LHJ Funding	NU90TP922043	Amd 17	93.069	333.93.06	07/01/20	06/30/21	07/01/20	06/30/21	$7,958	$19,894	
FFY20 PHEP BP2 LHJ Funding	NU90TP922043	Amd 16, 17	93.069	333.93.06	07/01/20	06/30/21	07/01/20	06/30/21	$11,936		
FFY19 PHEP BP1 LHJ Funding	NU90TP922043	Amd 9	93.069	333.93.06	07/01/19	06/30/20	07/01/19	06/30/20	$19,894	$19,894	
FFY19 Family Planning Title X	FPHPA006462	Amd 8, 11	93.217	333.93.21	04/01/19	06/30/19	04/01/19	03/31/20	$4,164	$4,164	$11,556
FFY18 Family Planning Title X	FPHPA006359	Amd 4	93.217	333.93.21	09/01/18	03/31/19	09/01/18	08/31/19	$2,910	$2,910	
FFY17 Family Planning Title X	FPHPA106286	Amd 3	93.217	333.93.21	01/01/18	08/31/18	04/01/17	08/31/18	$3,350	$4,482	
FFY17 Family Planning Title X	FPHPA106286	N/A, Amd 3	93.217	333.93.21	01/01/18	08/31/18	04/01/17	03/31/18	$1,132		
FFY17 317 Ops	5NH23IP000762-05-00	N/A	93.268	333.93.26	01/01/18	06/30/18	04/01/17	06/30/18	$144	$144	$144
FFY17 AFIX	5NH23IP000762-05-00	N/A	93.268	333.93.26	01/01/18	06/30/18	04/01/17	06/30/18	$553	$553	$553
FFY21 COVID19 Vaccine Services-CARES	NH23IP922619	Amd 21	93.268	333.93.26	07/01/20	12/31/21	07/01/20	12/31/21	($354,803)	$14,582	$14,582
FFY21 COVID19 Vaccine Services-CARES	NH23IP922619	Amd 19	93.268	333.93.26	07/01/20	12/31/21	07/01/20	12/31/21	$354,803		
FFY21 COVID19 Vaccine Services-CARES	NH23IP922619	Amd 18, 19	93.268	333.93.26	07/01/20	12/31/21	07/01/20	12/31/21	$14,582		
COVID19 Vaccines	**NGA Not Received**	**Amd 22**	**93.268**	**333.93.26**	07/01/20	12/31/21	07/01/20	12/31/21	**$5,000**	**$359,803**	**$359,803**
COVID19 Vaccines	NGA Not Received	Amd 21	93.268	333.93.26	07/01/20	12/31/21	07/01/20	12/31/21	$354,803		
FFY17 Increasing Immunization Rates	NGA Not Received	Amd 5	93.268	333.93.26	07/01/18	06/30/19	07/01/18	06/30/19	($5,600)	$0	$0
FFY17 Increasing Immunization Rates	NGA Not Received	Amd 3, 4	93.268	333.93.26	07/01/18	06/30/19	07/01/18	06/30/19	$5,600		
FFY17 VFC Ops	5NH23IP000762-05-00	N/A	93.268	333.93.26	01/01/18	06/30/18	04/01/17	06/30/18	$186	$186	$186
FFY19 COVID CARES	NU50CK000515	Amd 15, 18	93.323	333.93.32	06/01/20	12/31/21	06/01/20	12/31/21	$27,894	$27,894	$27,894
FFY19 ELC COVID Ed LHJ Allocation	NU50CK000515	Amd 19	93.323	333.93.32	01/01/21	12/31/21	01/01/21	12/31/21	$90,294	$90,294	$90,294
FFY20 ELC EDE LHJ Allocation	NU50CK000515	Amd 19	93.323	333.93.32	01/15/21	12/31/21	01/15/21	12/31/21	$201,918	$201,918	$201,918
FFY20 CDC COVID-19 Crisis Resp LHJ-Tribe	NU90TP922069	Amd 13, 18, 19	93.354	333.93.35	01/20/20	12/31/21	01/01/20	12/31/21	$78,522	$78,522	$78,522
FFY22 MCHBG LHJ Contracts	**NGA Not Received**	**Amd 22**	**93.994**	**333.93.99**	10/01/21	12/31/21	10/01/21	09/30/22	**$7,388**	**$7,388**	**$118,564**
FFY21 MCHBG LHJ Contracts	B0440169	Amd 17	93.994	333.93.99	10/01/20	09/30/21	10/01/20	09/30/21	$29,551	$29,551	
FFY20 MCHBG LHJ Contracts	B04MC32578	Amd 10	93.994	333.93.99	10/01/19	09/30/20	10/01/19	09/30/20	$29,551	$29,551	
FFY19 MCHBG LHJ Contracts	B04MC32578	Amd 4	93.994	333.93.99	10/01/18	09/30/19	10/01/18	09/30/19	$29,551	$29,551	
FFY18 MCHBG LHJ Contracts	B04MC31524	Amd 2	93.994	333.93.99	01/01/18	09/30/18	10/01/17	09/30/18	$359	$22,523	
FFY18 MCHBG LHJ Contracts	B04MC31524	N/A	93.994	333.93.99	01/01/18	09/30/18	10/01/17	09/30/18	$22,164		

Skamania County Community Health Department

EXHIBIT B-22
ALLOCATIONS
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Contract Number: CLH18260
Date: July 15, 2021

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Indirect Rate as of January 2020 through December 2023: 12%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period Start Date	Statement of Work Funding Period End Date	DOH Use Only Chart of Accounts Funding Period Start Date	DOH Use Only Chart of Accounts Funding Period End Date	Amount	Funding Period Sub Total	Chart of Accounts Total
FEMA-75 COVID LHJ Allocation	NGA Not Received	Amd 18	97.036	333.97.03	07/01/20	12/30/20	07/01/20	12/30/20	($48,951)	$0	$0
FEMA-75 COVID LHJ Allocation	NGA Not Received	Amd 16	97.036	333.97.03	07/01/20	12/30/20	07/01/20	12/30/20	$48,951		
SFY22 Family Planning Cost Share		Amd 21	N/A	334.04.91	07/01/21	12/31/21	07/01/21	12/31/21	$13,389	$13,389	$77,146
SFY21 Family Planning Cost Share		Amd 20	N/A	334.04.91	07/01/20	06/30/21	07/01/19	06/30/21	$166	$14,351	
SFY21 Family Planning Cost Share		Amd 18	N/A	334.04.91	07/01/20	06/30/21	07/01/19	06/30/21	$6,600		
SFY21 Family Planning Cost Share		Amd 16, 18	N/A	334.04.91	07/01/20	06/30/21	07/01/19	06/30/21	$7,585		
SFY20 Family Planning Cost Share		Amd 16	N/A	334.04.91	12/01/19	06/30/20	07/01/19	06/30/21	($7,585)	$8,849	
SFY20 Family Planning Cost Share		Amd 11, 16	N/A	334.04.91	12/01/19	06/30/20	07/01/19	06/30/21	$16,434		
SFY20 Family Planning Cost Share		Amd 15	N/A	334.04.91	12/01/19	06/30/20	07/01/19	06/30/21	$11,780	$11,780	
SFY20 Family Planning Cost Share		Amd 8, 9, 11	N/A	334.04.91	07/01/19	11/30/19	07/01/19	08/31/19	$5,704	$7,195	
SFY20 Family Planning Cost Share		Amd 4, 9, 11	N/A	334.04.91	07/01/19	11/30/19	07/01/19	08/31/19	$1,491		
SFY19 Family Planning Cost Share		Amd 7	N/A	334.04.91	09/01/18	03/31/19	07/01/18	06/30/19	$822	$822	
SFY19 Family Planning Cost Share		Amd 8	N/A	334.04.91	09/01/18	06/30/19	07/01/18	06/30/19	$219	$7,675	
SFY19 Family Planning Cost Share		Amd 4	N/A	334.04.91	09/01/18	06/30/19	07/01/18	06/30/19	$7,456		
SFY19 Family Planning Cost Share		Amd 3	N/A	334.04.91	07/01/18	08/31/18	07/01/18	06/30/19	$4,018	$4,018	
SFY18 Family Planning Cost Share		Amd 1	N/A	334.04.91	01/01/18	06/30/18	07/01/17	06/30/18	$6,038	$9,067	
SFY18 Family Planning Cost Share		N/A, Amd 1	N/A	334.04.91	01/01/18	06/30/18	07/01/17	06/30/18	$3,029		
FFY22 GFS FMNP Program Mgmt		**Amd 22**	**N/A**	**334.04.91**	07/01/21	12/31/21	07/01/21	06/30/22	**$160**	**$160**	**$160**
FY20/21 COVID-19 Disaster Response Acct		Amd 13, 18	N/A	334.04.92	01/20/20	06/30/21	01/01/20	06/30/21	$71,478	$71,478	$71,478
FFY21 COVID GFS LHJ Regional		Amd 19	N/A	334.04.92	12/31/20	06/30/21	12/31/20	06/30/21	($125,000)	$0	$0
FFY21 COVID GFS LHJ Regional		Amd 18	N/A	334.04.92	12/31/20	06/30/21	12/31/20	06/30/21	$125,000		
SFY2 Lead Environments of Children		Amd 8	N/A	334.04.93	07/01/18	06/30/19	07/01/18	06/30/19	($1,500)	$0	$1,500
SFY2 Lead Environments of Children		Amd 4	N/A	334.04.93	07/01/18	06/30/19	07/01/18	06/30/19	$1,500		
SFY1 Lead Environments of Children		Amd 1	N/A	334.04.93	01/01/18	06/30/18	07/01/17	06/30/18	$1,500	$1,500	
FPHS-LHJ-Proviso (YR1)		**Amd 22**	**N/A**	**336.04.25**	07/01/21	12/31/21	07/01/21	06/30/23	**$100,000**	**$100,000**	**$342,000**
FPHS Funding for LHJs		Amd 16, 18	N/A	336.04.25	07/01/20	06/30/21	07/01/19	06/30/21	$58,000	$100,000	
FPHS Funding for LHJs		Amd 10, 18	N/A	336.04.25	07/01/20	06/30/21	07/01/19	06/30/21	$42,000		
FPHS Funding for LHJs		Amd 16	N/A	336.04.25	07/01/19	06/30/20	07/01/19	06/30/21	$58,000	$100,000	
FPHS Funding for LHJs		Amd 10	N/A	336.04.25	07/01/19	06/30/20	07/01/19	06/30/21	$42,000		
FPHS Funding for LHJs Dir		Amd 3	N/A	336.04.25	07/01/18	06/30/19	07/01/17	06/30/19	$42,000	$42,000	
YR 20 SRF - Local Asst (15%) (FS) SS		Amd 3	N/A	346.26.64	01/01/18	12/31/18	07/01/15	12/31/18	($3,600)	$0	$0
YR 20 SRF - Local Asst (15%) (FS) SS		N/A, Amd 3	N/A	346.26.64	01/01/18	12/31/18	07/01/15	12/31/18	$3,600		

Skamania County Community Health Department

EXHIBIT B-22
ALLOCATIONS
Contract Term: 2018-2021

Contract Number: CLH18260
Date: July 15, 2021

Indirect Rate as of January 2018 through December 2019: 11%
Indirect Rate as of January 2020 through December 2023: 12%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period Start Date	Statement of Work Funding Period End Date	DOH Use Only Chart of Accounts Funding Period Start Date	DOH Use Only Chart of Accounts Funding Period End Date	Amount	Funding Period Sub Total	Chart of Accounts Total
YR 21 SRF - Local Asst (15%) (FS) SS		Amd 10	N/A	346.26.64	01/01/18	06/30/19	07/01/17	06/30/19	($1,400)	$3,000	$3,000
YR 21 SRF - Local Asst (15%) (FS) SS		Amd 6, 10	N/A	346.26.66	01/01/18	06/30/19	07/01/17	06/30/19	$800		
YR 21 SRF - Local Asst (15%) (FS) SS		Amd 3, 10	N/A	346.26.66	01/01/18	06/30/19	07/01/17	06/30/19	$3,600		
YR 22 SRF - Local Asst (15%) (FO-SW) SS		Amd 21	N/A	346.26.64	01/01/19	12/31/20	01/01/19	06/30/21	($1,400)	$800	$800
YR 22 SRF - Local Asst (15%) (FO-SW) SS		Amd 11	N/A	346.26.64	01/01/19	12/31/20	01/01/19	06/30/21	$1,400		
YR 22 SRF - Local Asst (15%) (FO-SW) SS		Amd 10, 11	N/A	346.26.64	01/01/19	12/31/20	01/01/19	06/30/21	$800		
YR 23 SRF - Local Asst (15%) (FO-SW) SS		Amd 21	N/A	346.26.64	01/01/21	12/31/21	09/01/20	12/31/21	$1,400	$1,400	$1,400
Sanitary Survey Fees (FO-SW) SS State		Amd 11, 21	N/A	346.26.65	01/01/18	12/31/21	07/01/17	12/31/21	$1,400	$5,200	$5,200
Sanitary Survey Fees (FO-SW) SS State		Amd 10, 21	N/A	346.26.65	01/01/18	12/31/21	07/01/17	12/31/21	($600)		
Sanitary Survey Fees (FO-SW) SS State		Amd 6, 11, 21	N/A	346.26.65	01/01/18	12/31/21	07/01/17	12/31/21	$800		
Sanitary Survey Fees (FO-SW) SS-State		Amd 3, 6, 11, 21	N/A	346.26.65	01/01/18	12/31/21	07/01/17	12/31/21	$3,600		
YR 20 SRF - Local Asst (15%) (FS) TA		Amd 3	N/A	346.26.66	01/01/18	12/31/18	07/01/15	12/31/18	($2,000)	$0	$0
YR 20 SRF - Local Asst (15%) (FS) TA		N/A, Amd 3	N/A	346.26.66	01/01/18	12/31/18	07/01/15	12/31/18	$2,000		
YR 21 SRF - Local Asst (15%) (FS) TA		Amd 10	N/A	346.26.66	01/01/18	06/30/19	07/01/17	06/30/19	($4,000)	$0	$0
YR 21 SRF - Local Asst (15%) (FS) TA		Amd 6, 10	N/A	346.26.66	01/01/18	06/30/19	07/01/17	06/30/19	$2,000		
YR 21 SRF - Local Asst (15%) (FS) TA		Amd 3, 10	N/A	346.26.66	01/01/18	06/30/19	07/01/17	06/30/19	$2,000		
YR 22 SRF - Local Asst (15%) (FO-SW) TA		Amd 21	N/A	346.26.66	01/01/19	12/31/20	01/01/19	06/30/21	($2,000)	$0	$0
YR 22 SRF - Local Asst (15%) (FO-SW) TA		Amd 10, 11	N/A	346.26.66	01/01/19	12/31/20	01/01/19	06/30/21	$2,000		
YR 23 SRF - Local Asst (15%) (FO-SW) TA		Amd 21	N/A	346.26.66	01/01/21	12/31/21	09/01/20	12/31/21	$2,000	$4,800	$4,800
YR 23 SRF - Local Asst (15%) (FO-SW) TA		Amd 19	N/A	346.26.66	01/01/21	12/31/21	09/01/20	12/31/21	$2,800		
TOTAL									**$1,956,025**	**$1,956,025**	

Total consideration:	**$1,830,949**		
	$125,076		
GRAND TOTAL	**$1,956,025**	**GRAND TOTAL**	**$1,956,025**
		Total Fed	**$1,448,541**
		Total State	**$507,484**

*Catalog of Federal Domestic Assistance
**Federal revenue codes begin with "333". State revenue codes begin with "334".

Exhibit C-19 Schedule of Federal Awards

AMENDMENT #22

Date: July 15, 2021

SKAMANIA COUNTY COMMUNITY HEALTH-SWV0011110-01
CONTRACT CLH18260 - Skamania County Community Health Department
CONTRACT PERIOD: 01/01/2018-12/31/2021

Chart of Accounts Program Title	BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period Start Date	Allocation Period End Date	Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name
FFY22 USDA WIC CLIENT SVS CONTRACTS	333.10.55	NGA Not Received	NGA Not Received	10/01/21	12/31/21	$9,340	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	NGA Not Received	NGA Not Received
FFY21 USDA WIC PROGRAM MGMT CSS	333.10.55	10/01/20	$11,864,919	10/01/20	09/30/21	$1,400	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	217WAWA7W1003	WOMEN, INFANTS AND CHILDREN (2 YR)
FFY21 USDA WIC CLIENT SVS CONTRACTS	333.10.55	10/01/20	$11,864,919	10/01/20	09/30/21	$37,680	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	217WAWA7W1003	WOMEN, INFANTS AND CHILDREN (2 YR)
FFY21 USDA WIC CLIENT SERVICES	333.10.55	NGA Not Received	NGA Not Received	10/01/20	09/30/21	$592	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	NGA Not Received	NGA Not Received
FFY20 USDA WIC NUTRITION ED	333.10.55	10/01/19	$6,161,312	10/01/19	09/30/20	$740	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	207WAWA7W1003	WOMEN, INFANTS AND CHILDREN
FFY20 USDA WIC CLIENT SVS CONTRACTS	333.10.55	10/01/19	$6,161,312	10/01/19	09/30/20	$39,070	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	207WAWA7W1003	WOMEN, INFANTS AND CHILDREN
FFY19 CSS USDA WIC PROGRAM MGMT	333.10.55	10/01/17	$40,101,357	10/01/18	09/30/19	$36,475	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	187WAWA7W1003	WOMEN, INFANTS AND CHILDREN
FFY18 CSS USDA WIC PROGRAM MGMT	333.10.55	10/02/17	$27,576,719	01/01/18	09/30/18	$31,155	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	187WAWA7W1003	USDA-WIC ADMIN
FFY20 USDA FMNP PROG MGMT	333.10.57	10/01/19	$129,791	10/01/19	09/30/20	$159	10.572	WIC Farmers' Market Nutrition Program (FMNP)	Department of Agriculture-Food and Nutrition Service	207WAWA7Y9604	COMMODITY ASSISTANCE PROGRAM
FFY19 CSS USDA FMNP PROG MGNT	333.10.57	10/01/18	$130,973	01/01/19	09/30/19	$166	10.572	WIC Farmers' Market Nutrition Program (FMNP)	Department of Agriculture-Food and Nutrition Service	197WAWA7Y9604	COMMODITY ASSISTANCE PROGRAM
FFY18 CSS USDA FMNP PROG MGNT	333.10.57	10/01/17	$56,117	01/01/18	09/30/18	$166	10.572	WIC Farmers' Market Nutrition Program (FMNP)	Department of Agriculture Food and Nutrition Service	187WAWA7Y9604	COMMODITY ASSISTANCE PROGRAM
FFY18 CASCADES USDA WIC PROG MGNT-MIS	333.10.57	03/11/16	$2,224,476	10/01/18	09/30/19	$1,095	10.578	WIC Grants to States (WGS)	Department of Agriculture Food and Nutrition Service	16157WAWA6WS22	WOMEN, INFANTS AND CHILDREN WIC SAM PROJECTS
COVID LHJ OFM ALLOCATION-CARES	333.21.01	NGA Not Received	NGA Not Received	03/01/20	12/31/21	$241,200	21.019	Coronavirus Relief Fund	Department of the Treasury	NGA Not Received	NGA Not Received
BITV-COVID ED LHJ ALLOCATION-CARES	333.21.01	NGA Not Received	NGA Not Received	07/01/20	12/31/21	$65,268	21.019	Coronavirus Relief Fund	Department of the Treasury	NGA Not Received	NGA Not Received

Exhibit C-19 Schedule of Federal Awards

AMENDMENT #22

Date: July 15, 2021

SKAMANIA COUNTY COMMUNITY HEALTH-SWV0011110-01
CONTRACT CLH18260 - Skamania County Community Health Department
CONTRACT PERIOD: 01/01/2018-12/31/2021

Chart of Accounts Program Title	BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period Start Date	Allocation Period End Date	Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name
FFY21 PHEP BP2 LHJ FUNDING	333.93.06	05/27/21	$11,574,296	07/01/21	12/31/21	$11,936	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP922043	PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) COOPERATIVE AGREEMENT
FFY20 PHEP BP2 LHJ FUNDING	333.93.06	06/12/20	$11,365,797	07/01/20	06/30/21	$19,894	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP922043	PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) COOPERATIVE AGREEMENT
FFY19 PHEP BP1 LHJ FUNDING	333.93.06	06/29/19	$11,307,904	07/01/19	06/30/20	$19,894	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP922043	PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) COOPERATIVE AGREEMENT
FFY18 EPR PHEP BP1 SUPP LHJ FUNDING	333.93.06	08/01/18	$11,062,782	07/01/18	06/30/19	$19,894	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP921889-01	HOSPITAL PREPAREDNESS PROGRAM AND PUBLIC HEALTH EMERGENCY PREPAREDNESS COOPERATIVE AGREEMENT
FFY17 EPR PHEP BP1 LHJ FUNDING	333.93.06	07/18/17	$11,062,782	01/01/18	06/30/18	$8,401	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP921889-01	HPP AND PHEP COOPERATIVE AGREEMENT
FFY19 FAMILY PLANNING TITLE X	333.93.21	03/26/19	$4,100,000	04/01/19	06/30/19	$4,154	93.217	Family Planning Services	Department of Health and Human Services Office of Population Affairs	FPHPA006462	TITLE X FAMILY PLANNING SERVICES
FFY18 FAMILY PLANNING TITLE X	333.93.21	09/12/18	$2,783,000	09/01/18	03/31/19	$2,910	93.217	Family Planning_Services	Department of Health and Human Services Office of Population Affairs	FPHPA006359	TITLE X FAMILY PLANNING SERVICES
FFY17 FAMILY PLANNING TITLE X	333.93.21	03/30/17	$1,940,000	01/01/18	08/31/18	$4,482	93.217	Family Planning_Services	Department of Health and Human Services Office of Population Affairs	FPHPA106286	TITLE X FAMILY PLANNING SERVICES GRANT
FFY21 COVID19 VACCINE SERVICES-CARES	333.93.26	01/15/21	$56,807,053	07/01/20	12/31/21	$14,582	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	NH23IP922619	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN PROGRAM
FFY17 VFC OPS	333.93.26	03/03/17	$1,201,605	01/01/18	06/30/18	$586	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	5NH23IP000762-05-00	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY17 AFIX	333.93.26	03/03/17	$1,672,269	01/01/18	06/30/18	$553	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	5NH23IP000762-05-00	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY17 317 OPS	333.93.26	03/03/17	$575,969	01/01/18	06/30/18	$144	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	5NH23IP000762-05-00	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
COVID19 VACCINES	333.93.26	NGA Not Received	NGA Not Received	07/01/20	12/31/21	$359,803	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	NGA Not Received	NGA Not Received
FFY20 ELC EDE LHJ ALLOCATION	333.93.32	01/14/21	$438,300,928	01/15/21	12/31/21	$201,918	93.323	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	Department of Health and Human Services Centers for Disease Control and Prevention	NU50CK000515	EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)-BUILDING AND STRENGTHENING EPIDEMIOLOGY, LABORATORY, AND

Exhibit C-19 Schedule of Federal Awards

AMENDMENT #22

Date: July 15, 2021

SKAMANIA COUNTY COMMUNITY HEALTH-SWV0011110-01
CONTRACT CLH18260 - Skamania County Community Health Department
CONTRACT PERIOD: 01/01/2018-12/31/2021

Chart of Accounts Program Title	BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period Start Date	Allocation Period End Date	Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name
FFY19 ELC COVID ED LHJ ALLOCATION	333.93.32	01/01/21	$177,231,546	01/01/21	12/31/21	$90,294	93.323	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	Department of Health and Human Services Centers for Disease Control and Prevention	NU50CK000515	EPIDEMIOLOGY & LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)-BUILDING & STRENGTHENING EPIDEMIOLOGY, LABORATORY &
FFY19 COVID CARES	333.93.32	04/23/20	$22,581,799	06/01/20	12/31/21	$27,894	93.323	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)-Building and Strengthening Epidemiology, Laboratory and	Department of Health and Human Services Centers for Disease Control and Prevention	NU50CK000515	EPIDEMIOLOGY & LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)-BUILDING & STRENGTHENING EPIDEMIOLOGY, LABORATORY &
FFY20 CDC COVID-19 CRISIS RESP LHJ-TRIBE	333.93.35	03/16/20	$13,230,799	01/20/20	12/31/21	$76,522	93.354	Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP922069	CDC COOPERATIVE AGREEMENT FOR EMERGENCY RESPONSE: PUBLIC HEALTH CRISIS RESPONSE CDC-RFA-TP18-1802
FFY22 MCHBG LHJ CONTRACTS	333.93.99	NGA Not Received	NGA Not Received	10/01/21	12/31/21	$7,388	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	NGA Not Received	NGA Not Received
FFY21 MCHBG LHJ CONTRACTS	333.93.99	02/08/21	$2,562,201	10/01/20	09/30/21	$29,551	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B0440169	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT
FFY20 MCHBG LHJ CONTRACTS	333.93.99	11/14/18	$2,225,977	10/01/19	09/30/20	$29,551	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B04MC32578	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT
FFY19 MCHBG LHJ CONTRACTS	333.93.99	11/14/18	$2,225,977	10/01/18	09/30/19	$29,551	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B04MC32578	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT
FFY18 MCHBG LHJ CONTRACTS	333.93.99	10/20/17	$1,650,526	01/01/18	09/30/18	$22,523	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B04MC31524	MATERNAL AND CHILD HEALTH SERVICES
					TOTAL	$1,448,541					

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

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

3. Contractor Information:

Contractor:	**Molecular Testing Labs**
Contact:	James York
Address:	14401 SE 1st Street
Address:	Vancouver, WA 98684
Phone:	360-693-8850

4. Brief description of purpose of the contract and County's contracted duties:
Amends contract to add and modify language regarding cost per test.

5. Term of Contract: From: November 10, 2020 To: November 09, 2021

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

☐ Exempt (Purchase is $2,500 or less upon order of the Board of Commissioners
☐ Informal Bid Process (Formal Quotes between $2,500 and $25,000)
☐ Formal Sealed Bid Process (Purchase is over $25,000)
☒ This contract was awarded under RCW 39.29 or Skamania County Code _____. Please provide a summary of the competitive process by which this contract was awarded or the exemption and why it applies. Contacted multiple vendors. This is the only vendor to agree to the test kits, turn around times and costs we require.

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

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

7.

Amount Budgeted in Current Year:	$20,000	
Amount Not Budgeted in Current Year	$	Source: DOH contracts, Insurance Contracts
Total Non-County Funds Committed:	$	Source: _____
Total County Funds Committed:	$	
TOTAL FUNDS COMMITTED:	$20,000	

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

9. Department Approval: _____
Department Head or Elected Official Signature

Special Comments: Please email a signed copy to jyork@moleculartestinglabs.com

COMMISSIONER'S AGENDA ITEM COMMENTARY

SUBMITTED BY	Community Health Department	Signature
AGENDA DATE	BOH, 9/14/2021	
SUBJECT	Molecular Testing Labs Agreement Amendment #2	
ACTION REQUESTED	Signature	

SUMMARY/BACKGROUND

Adds and modifies language regarding test pricing.

FISCAL IMPACT

Amount unknown. Reduction in cost per test.

RECOMMENDATION

Sign

LIST ATTACHMENTS

Face Sheet
Amendment #2

MOLECULAR™ TESTING LABS

14401 SE 1ST Street
Vancouver, WA 98684
Phone: 360-693-8850

SECOND AMENDMENT TO LABORATORY SERVICES AGREEMENT

The following Amendment dated as of this 8th day of June 2021 (the "Amendment Effective Date") is hereby made a part of and is specifically incorporated into the Laboratory Services Agreement (the "Agreement") between Blackfly Investments, LLC, dba Molecular Testing Labs ("Molecular") and Skamania County Community Health ("Customer", and collectively with Molecular, the "Parties").

A. Additional or Modified Terms and Conditions: This Amendment hereby amends, modifies, and supplements the Agreement as set forth below:

1. Item 1: Attachment A is hereby replaced in its entirety with the following:

Attachment A

DESIGNATED CLIENT BILL PAYOR LIST

NOTE: For the sake of clarity, any reference to "patient" includes patients, residents, employees, staff members, or any other individual for whom Customer submits a test order. The following will be automatically designated by Molecular as "Client Bill":

(1) all Medicare patients not eligible to receive reimbursement for outpatient laboratory services;

(2) any patient Molecular is unable to receive reimbursement for due to Customer's failure to provide missing information for 30 days.

FOR COVID-19 ONLY:

(3) any requisition marked "self-pay", "cash pay", "patient pay", "client/ordering provider", "client bill" (or any other similar designation);

(4) any insured patient whose insurance either denies payment or has already indicated that such services will not be covered (i.e., surveillance testing, duplicate testing ordered for the same patient at the same facility on the same date of service, non-covered, not medically necessary);

(5) any patient found to be uninsured during an eligibility search, or any patient Molecular is unable to verify as uninsured due to Customer's failure to provide missing information for 30 days. For testing of uninsured patients for Covid-19, Molecular will first attempt to bill the appropriate government agency for reimbursement. If reimbursement is received from agency, Molecular will not convert the claim to "Client Bill". If Molecular does not receive reimbursement from agency, Molecular will convert the claim to "Client Bill";

(6) With regard to 3 and 5 above, The CARES Act currently prohibits Molecular from billing the patient, but this is anticipated to change in the near future. At such time as Molecular is permitted to bill the patient, patients will begin receiving bills as follows: (i) for requisitions marked "self-pay", "cash-pay", or "patient pay"; (ii) for testing of uninsured patients if Molecular does not receive reimbursement from the government agency managing uninsured patient Covid-19 testing coverage; (iii) patient cost-share from insurance processing (i.e., copayment, coinsurance, deductible); and (iv) denials from insurance leaving the allowed amount or charges the responsibility of the patient, in accordance with the patient's coverage policy.

MOLECULAR™ TESTING LABS

14401 SE 1ST Street
Vancouver, WA 98684
Phone: 360-693-8850

TURNAROUND TIMES

LOB	Average TAT
Covid-19	24-72 hours

LAB SERVICES AND RATE SCHEDULE

Service fee includes shipping and cost of testing supplies.

TOX Testing	Service Fee
Infectious Disease Testing	**Service Fee**
COVID-19	$90.00

B. Miscellaneous. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement. This Amendment is governed by, and construed in accordance with, the laws of the State of Washington, without regard to the conflict of laws provisions of such State. This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns. The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment. This Amendment shall supersede and control any provisions of the Agreement that conflict with the provisions of this Amendment. All other terms and conditions of the Agreement remain the same.

IN WITNESS WHEREOF, the parties execute this Amendment on the date first written above:

Blackfly Investments, LLC dba
Molecular Testing Labs

Signed By: _____

Printed Name: _____

Title: _____

Skamania County Community Health

Signed By: _____

Printed Name: _____

Title: _____

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

2. Contract Status: (Check appropriate box) ☐ Original ☐ Renewal ☒ Amendment #3

3. Contractor Information:

Contractor:	Public Health Institute
Attention:	Rebecca Silva
Title:	Senior Director of Grants & Contracts
Address:	555 12th Street, 10th Floor
Address:	Oakland, CA 94607-4046
Email:	Rebecca.silva@phi.org
Phone:	(510) 285-5561

4. Brief description of purpose of the contract and County's contracted duties:
Amends Contact Tracing Contract related to positive COVID-19 cases to add funding.

5. Term of Contract: From: July 8, 2020 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

☐ Exempt (Purchase is $2,500 or less upon order of the Board of Commissioners
☐ Informal Bid Process (Formal Quotes between $2,500 and $25,000)
☐ Formal Sealed Bid Process (Purchase is over $25,000)
☒ This contract was awarded under RCW 39.29 or Skamania County Code _____. Please provide a summary of the competitive process by which this contract was awarded or the exemption and why it applies.

_____

_____

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

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

7.

Amount Budgeted in Current Year:	$	
Amount Not Budgeted in Current Year	$55,000	Source: Commerce/CARES/DOH
Amount Budgeted in Current Year	$125,000	Source: Commerce/CARES/DOH
Total Non-County Funds Committed:	$180,000	
Total County Funds Committed:	$	
TOTAL FUNDS COMMITTED:	$180,000	

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

9. Department Approval: _____
Department Head or Elected Official Signature

Special Comments: Please email signed contract to Rebecca Silva at the email listed above.

COMMISSIONER'S AGENDA ITEM COMMENTARY

SUBMITTED BY	Community Health Department	Signature
AGENDA DATE	BOH 9/14/21	
SUBJECT	Public Health Institute	
ACTION REQUESTED	Signature	

SUMMARY/BACKGROUND

Amends Contact Tracing Contract related to positive COVID-19 cases to add funding.

FISCAL IMPACT

Expense Contract increase of $45,000. Total $180,000

RECOMMENDATION

Sign

LIST ATTACHMENTS

Face Sheet
Contract
Exhibit A Scope of Work

SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT
BETWEEN SKAMANIA COUNTY
AND Public Health Institute
(2020-2021)

THIS CONTRACT, by and between **SKAMANIA COUNTY,** a municipal corporation, hereinafter referred to as the "**COUNTY**", and **PUBLIC HEALTH INSTITUTE**, hereinafter referred to as the "**CONTRACTOR**",

WITNESSETH THAT:

1. **AUTHORITY TO CONTRACT.**

A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR**'S contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.

B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments in order to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.

C. The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is ~~**Kirby Richards**~~ 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; that the **CONTRACTOR** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CONTRACTOR** shall be free from control or direction of the **COUNTY** over the performance of such services.

B. The **CONTRACTOR** represents that it is capable of providing the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide

such services.

3. **SERVICES TO BE RENDERED.**

A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A, B and C which have been initialed by the parties, attached hereto, and by this reference incorporated herein.

B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the **COUNTY**.

4. **TERMS OF CONTRACT**

The contract shall begin on **7/8/2020** and terminate on ~~**12/31/2020**~~ **12/31/2021**; 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. The County may terminate this contract earlier upon five (5) days written notice.

5. **PAYMENTS FOR SERVICES.**

A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed ~~$30,000~~ ~~$110,000~~ ~~$135,000~~ $180,000 including Washington sales tax, and shall be paid as outlined below or in Attachment A. The CONTRACTOR and COUNTY agree that additional funds may be needed depending on the number of COVID-19 cases in Skamania County and this ceiling amount may be amended in accordance with Section 3.A., Services to be Rendered, above as funds become available to the COUNTY.

B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine the services for which payment is sought. Payment is due within thirty (30) days of submission of accepted detailed invoice.

6. **INSURANCE**

The **CONTRACTOR** agrees to save the **COUNTY** harmless from any liability that might otherwise attach to the **COUNTY** arising out of any activities of the **CONTRACTOR** pursuant to this contract and caused by the **CONTRACTOR'S** negligence. The **CONTRACTOR** further agrees to provide the **COUNTY** with evidence of general liability insurance naming the **COUNTY, its elected and appointed official, agents, employees, and**

volunteers as an additionally insured party in the amount of $1,000,000.

7. **INDEMNIFICATION**

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

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

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

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

8. **GOVERNING LAW.**

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

9. **ASSIGNABILITY.**

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

10. **EQUAL EMPLOYMENT OPPORTUNITY.**

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

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

(1) Deny an individual any services or other benefits provided under this agreement.

(2) Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this agreement.

(3) Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.

(4) Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

11. NONCOMPLIANCE WITH NONDISCRIMINATION PLAN

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

12. DISPUTES

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

a. be in writing; and
b. state the disputed issues; and
c. state the relative positions of the parties; and
d. state the **CONTRACTOR'S** name, address, and the **COUNTY** department the contract is with; and
e. be mailed to the Board of Commissioners, P.O. Box 790, Stevenson, Washington

98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

13. **WAGE AND HOUR COMPLIANCE.**

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

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

A. The parties hereto agree that TIME IS OF THE ESSENCE of this contract.

B. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (14) day's notice, in writing, of the **COUNTY**'S intent to terminate and the reasons for said termination. And in the event of any such termination the **CONTRACTOR** shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the **COUNTY** may withhold from any amounts due the **CONTRACTOR** for such work or completed services any balances due the Contractor, and said amounts shall be used to totally or partially offset the **COUNTY**'S damages as a result of the **CONTRACTOR**'S breach to the extent they are adequate.

C. Either party may cancel the contract, without fault, by giving the other party 14 days written notice.

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

DATED: _____, 20___.

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

_____
Chairman

_____
Commissioner

_____
Commissioner

PUBLIC HEALTH INSTITUTE

_____
Rebecca Silva, Sr. Director of Grants & Contracts

8/15/2021
Date

APPROVED AS TO FORM ONLY:

_____
Prosecuting Attorney

ATTEST:

_____
Clerk of the Board

EXHIBIT A
SCOPE OF WORK
Public Health Institute
Scope of Work

Skamania County Community Health Contact Tracing and Vaccine Call Center Program Support and Infrastructure

Public Health Institute (PHI) will complete the following deliverables to support the implementation of contact tracing and a vaccine call center needed for disease mitigation activities for the Skamania County Community Health (SCCH). This scope of work involves recruitment and public health surveillance for the contact tracing services, contact tracing awareness and support, and a vaccine call center directed by SCCH. SCCH currently has access to funding for contact tracing services and vaccine support services as indicated in Section 5A, of the Services Agreement. The number of cases that PHI can manage as described below is subject to the availability of adequate funding.

Key Deliverables and Objectives:

RECRUITMENT AND STAFF DEPLOYMENT:

- Maintain contact tracing staff, supervision, and infrastructure for the SCCH COVID-19 contact tracing program. All contact tracing staff will be remote employees based at their own residence for the contract period of performance.
- At the request of SCCH, recruit and deploy up to two contact tracing staff to respond to COVID-19 cases in Skamania County.
- Execute a seamless onboarding process and ongoing management to ensure that staff deployed to support SCCH receive appropriate trainings and support.
- Develop performance standards in alignment with SCCH. Staff not meeting performance standards will receive accelerated progressive discipline, up to and including termination in accordance with PHI employment policies and applicable employment laws. If someone is not meeting minimum standards, or violating a PHI policy, SCCH will alert PHI to immediately prevent further work until an investigation can be completed.
- PHI will manage the employees in accordance with all PHI policies and procedures including requiring some specific training for all employees such as harassment prevention training.
- In accordance with SCCH's goals, PHI will deploy staff that speak the top two languages in the SCCH service area (English and Spanish). For other non-English languages, we will use interpreters for real-time translation (preferably in-house but perhaps via a language line).
- Other - to be determined in agreement with SCCH.

CONTACT TRACING:

- SCCH will develop and provide PHI direction for data management flows between SCCH's Case Investigators and PHI's Contact Tracing teams.
- Meet the Washington State Department of Health metrics related to contact tracing and reporting timelines (per Washington State Department of Health COVID Investigation Guidelines).

- Ensure complete and timely interviews as assessed by SCCH data quality assurance team.
- Call contact up to 3 times each (4 hours apart) within 24 hours. If unable to reach a contact after all contact attempts are made, will triage to SCCH for follow-up.
- Contact each case and contact under active monitoring for the duration of their isolation or quarantine period daily. Contacts under quarantine will also be screened for onset of COVID-19 like symptoms.
- Conduct telephone interviews with contacts according to procedures and specifications determined by SCCH.
- Call during evening, daytime and weekend hours to reach respondents with non-traditional schedules.
- Administer interviews in English and additional languages needed by most residents living in the SCCH service area.
- Create micro-team assignments to include Spanish speakers on every team.
- Database management and reports in predetermined format as agreed upon.
- In addition to the State of Washington/SCCH software requirements, PHI will utilize a cloud based COVID-19 Solution to supplement contact tracing.
- In accordance with, and as permitted by HIPPA regulations, establish protocols for human subject protection consistent with federal Common Rule.
- Providing Contact Tracing services by PHI is dependent on the execution of a data sharing agreement mutually agreed by PHI and SCCH.

TECHNOLOGY:

- SCCH and Washington State contact data navigation systems will be utilized in consultation with SCCH to ensure seamless data collection operability.
- PHI will identify and provide the necessary equipment and technology (hardware and software) required for a successful remote contact tracing workforce and provide this to contact tracing staff (e.g. computers, phones, etc.).
- Provide VOIP phone numbers and headsets or cell phones with a data stipend as preferred.
- Provide IT support to all users for local and network IT issues, if applicable.

TRAINING:

- Implement preferred training modules (i.e. Johns Hopkins, ASTHO, other) and Washington-specific procedural guidance.
- Work collaboratively with SCCH and the Washington State Department of Health, as needed, for training on the SCCH and Washington State navigation or alert systems.
- Work with SCCH to obtain necessary permissions to implement SaraAlert as needed for active daily monitoring.
- In addition to contact tracer training, staff will undergo training in HIPAA compliance, confidentiality training, refusal conversions, and data entry processes.

OTHER:

- Schedule regular meetings with SCCH staff to review progress, concerns, data issues, or computer system issues. Schedule and timing of meetings to be confirmed in writing between PHI and SCCH.

- PHI will ensure effective communications with the SCCH staff and teams as necessary, including county managers.
- During periods when contact tracing staff are deployed, submit weekly data to SCCH staff regarding number of cases, contacts attempted, and contacts reached, and any other required work-scope data as agreed upon.
- During periods when contact tracing staff are deployed, submit weekly quality control reports to SCCH staff as agreed upon.
- Utilize hardware and software to comply with SCCH Public Health Information Technology Standards and Security Policies.
- Employ technology and internal controls to protect the privacy, confidentiality, and security of survey respondents.
- Maintain adequate personnel and financial records to support costs associated with this agreement.
- Perform systematic, unobtrusive audio monitoring; interviewers to be monitored every shift.
- Database maintenance in support of public health as required or permitted by law.
- During the implementation of this agreement, PHI may redeploy other PHI staff for contact tracing and contact tracing to provide rapid response and surge response to COVID-19 outbreaks and cases. As needed, staff redeployments to provide surge capacity will be confirmed in writing in advance with SCCH and PHI's costs will be reimbursed through this contract.

OTHER COVID-19 RESPONSE SERVICES

Virtual COVID-19 Call Center

- Contractor will provide staffing and management for a remote/virtual COVID-19 inquiry call center per scripting and protocols provided by SCCH. Calls fielded may include, but are not limited to:
  - General questions related to vaccine rollout
  - Vaccine eligibility and regional reopening phases
  - Scheduling vaccine appointments

  Specific topics are subject to change and will be established by mutual written agreement, to be updated as needed.
- Contractor will assist callers with completing vaccine waitlist or appointment request webform application over the phone.
- Contractor will collect and record caller data in spreadsheet or other database approved by SCCH.
- Call center will respond to voicemails left on vaccine inquiry phone line and will accept calls triaged to the Contractor by SCCH.
- Contractor will triage calls about matters not related to vaccines or other services provided by Contractor to appropriate SCCH departments as needed and as directed by SCCH.
- SCCH will supply the public-facing phone number for the vaccine inquiry phone line. Contractor will provide voicemail inbox to which SCCH will forward vaccine-related calls.
- SCCH will provide all scripts and protocols required for contractor to carry out call center activities.

- Contractor will provide translation of scripts to languages represented on Contractor's staff.
- SCCH will provide to Contractor instructions on prioritizing workload between contact tracing and resource referrals and vaccine call center. Prioritization instructions will be provided by SCCH to Contractor by email and updated as needed.
- All call center activities conducted by Contractor will be conducted remotely.

PAYMENT TERMS

Invoices will be on a time and materials basis. PHI will invoice SCCH for hours worked at the fully burdened billing rates included in the table below and will including supporting documentation from accounting software detailing positions paid and hours worked by those positions. PHI will track contact tracing hours and expenses separately from vaccine call center hours and expenses and invoices will distinguish these costs.

Total amount billed will not exceed the ceiling defined in Contract Section 5.A., ~~currently $30,000~~; ~~$110,000~~, ~~$135,000~~, $180,000 as amended.

Skamania County Contact Tracing Billing Rates	
Working Title	**PHI Hourly Burdened Rate***
Deputy Director	$118.16
Microteam Manager	$99.90
Data Operations Lead	$91.44
RC	$67.67
CT2	$71.97
CT	$53.45
**Salary, fringe, operations costs and Indirect Costs are included in the burdened rate.*	