

**SKAMANIA COUNTY BOARD OF COMMISSIONERS**  
**240 NW Vancouver Ave.**  
**Stevenson, WA 98648**  
**Agenda for October 25, 2022**

**Commissioner Meetings are open to the public either in person or 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**  
**1 301 715 8592 US**

**Meeting ID: 889 0632 1210 – New Meeting ID as of 06/01/2021**

**Join Zoom Meeting**

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

**WRITTEN PUBLIC COMMENTS ACCEPTED AND ENCOURAGED BY MONDAY PRECEDING THE MEETING AT NOON. If you wish written comments to be listed on the agenda, they need to be submitted to the Clerk of the Board by noon on Thursday preceding the Tuesday/Wednesday meeting, otherwise they will be held for the following Tuesday/Wednesday. Email comments to: [slack@co.skamania.wa.us](mailto:slack@co.skamania.wa.us) When a holiday falls on Monday, the regular meeting is held on Wednesday of that week.**

**Tuesday, October 25, 2022**

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

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. Resolution 2022-47 Establishing Legal Holidays for 2023
2. Resolution 2022-49 Adopting the 2022-2028 Parks and Recreation Capital Improvement Plan
3. Contract renewal with JAVS for upkeep and maintenance of Courtroom audio/visual equipment
4. Contract with Skamania Lodge to provide meeting space, food and beverages and audio visual for offsite staff in service and training, paid for by Beacon Health Options Staff Recruitment and Retention funds
5. Contract with Washington State Department of Social and Health Services to provide regional coordination of the Chronic Disease and Chronic Pain Self-Management Programs
6. Contract with Entrust Community Services for Supported Employment and Community Inclusion services within the Developmental Disabilities Program for Klickitat and Skamania Counties
7. Contract with Skamania County Youth Basketball to take registration forms and payment for the 2022 basketball season.

Voucher Approval

Washington State University Extension Report – Hannah Brause, Extension Director  
Meeting Updates

10:00 AM            Department Head Reports

11:00 AM            Workshop with Financial Management Office, Elected Officials, Department Heads and Managers to discuss County Finances

Lunch

2:15 PM            Updates for Columbia River Gorge National Scenic Area, Donna Mickley Forest Supervisor and Columbia River Gorge Commission Executive Director, Krystyna Wolniakowski

Adjourn

**RESOLUTION 2022-47**  
**(Establishing Legal Holidays for 2023)**

**BE IT HEREBY RESOLVED**, by the Board of County Commissioners that pursuant to RCW 1.16.050 and Skamania County Code Chapter 2.48 Personnel Provisions, Skamania County shall observe certain days as legal holidays for the calendar year 2023 in observance of the event, individual, or official noted.

**BE IT FURTHER RESOLVED** that offices that are on a four-day work week, Monday through Thursday, shall be closed on the following days/dates:

Monday	January 2	New Year's Day
Monday	January 16	Martin Luther King, Jr. Day
Monday	February 20	President's Day
Monday	May 29	Memorial Day
Monday	June 19	Juneteenth (African slaves freedom day)
Tuesday	July 4	Independence Day
Monday	September 4	Labor Day
Thursday	November 9	Veteran's Day
Thursday	November 23	Thanksgiving Day
Monday	December 25	Christmas Day

**BE IT FURTHER RESOLVED** that offices that are on a five-day work week, Monday through Friday, shall be closed on the following days/dates:

Monday	January 2	New Year's Day
Monday	January 16	Martin Luther King, Jr. Day
Monday	February 20	President's Day
Monday	May 29	Memorial Day
Monday	June 19	Juneteenth (African slaves freedom day)
Tuesday	July 4	Independence Day
Monday	September 4	Labor Day
Friday	November 10	Veteran's Day
Thursday	November 23	Thanksgiving Day
Friday	November 24	Day After Thanksgiving Day
Monday	December 25	Christmas Day

**BE IT FURTHER RESOLVED** that the following collective bargaining units shall observe holidays as set forth in their respective agreements.

Skamania County Law Enforcement Guild  
OPEIU Local 11 Public Works Unit  
OPEIU Local 11 Managers Unit

**BE IT FINALLY RESOLVED** that non-represented employees who work 10-hour days shall have the ten paid holidays as noted in the first section of this resolution, as well as one personal holiday, and employees working 8-hour days shall have eleven paid holidays as noted in section two, as well as one personal holiday.

**PASSED IN REGULAR SESSION this 25th of October 2022.**

**ATTEST:**

**SKAMANIA COUNTY  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

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

\_\_\_\_\_  
Commissioner

Approved as to form only:

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

AYE \_\_\_\_\_  
NAY \_\_\_\_\_  
ABSTAIN \_\_\_\_\_  
ABSENT \_\_\_\_\_

COMMISSIONER'S AGENDA ITEM COMMENTARY

**SUBMITTED BY**

Public Works  
Department

  
Signature

**AGENDA DATE**

October 25, 2022

**SUBJECT:** Adopt the attached 2022-2028 Parks and Recreation Capital Improvement Plan

**ACTION REQUESTED:** Pass Resolution 2022-49

**SUMMARY/BACKGROUND**

By Resolution 2022-43 the Board of County Commissioners adopted the 2022 Parks and Recreation Master Plan and in correspondence with RCO it was determined that in order to apply for RCO Funding the County must have an adopted Capital Improvement Plan which can be updated throughout the term of the Master Plan.

This resolution will adopt the Parks and Recreation Capital Improvement Plan allowing the county to apply for RCO funding.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Adopt the 2022-2028 Parks and Recreation Capital Improvement Plan

**LIST ATTACHMENTS**

Resolution 2022-49

**RESOLUTION NO. 2022 – 49**

Adopting the 2022-2028 Parks and Recreation Capital Improvement Plan

**WHEREAS**, Resolution No. 2022-43 adopted the 2022 Parks and Recreation Master Plan; and

**WHEREAS**, A Capital Improvement Plan is a key component of a Master Plan and required to submit for Recreation and Conservation Office; and

**WHEREAS**, the Capital Improvement Plan may be updated throughout the life of the Park and Recreation Master Plan;

**NOW, THEREFORE, BE IT RESOLVED** that the Skamania County Board of Commissioners hereby adopts the 2022-2028 Parks and Recreation Capital Improvement Plan

**PASSED IN REGULAR SESSION** this 25th<sup>h</sup> day of October 2022

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

**ATTEST:**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

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

\_\_\_\_\_  
Commissioner

For \_\_\_\_\_  
Against \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

**APPROVED AS TO FORM ONLY:**

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

## 2022 – 2028 Skamania County Parks

### Capital Improvement Program

#### Wind River Boat Launch –

##### Active Project for 2022/2023

- Replace floating docks – RCO and Local Funding
- Treat for Eurasian Water Milfoil – Local Funding

##### Future Projects – no secured funding

- Dredge

#### Home Valley Park and Campground –

##### Active Projects for 2022/2023/2024

- Replace Bollards – Local Funds
- Create new campsite – Local Funds
- Bathrooms/shower renovations – Local Funds
- Outdoor shower – Local Funds

##### Future Projects

- Ball field upgrades – including investigating adding a soccer field – will apply for RCO funding with Local Support
- Activate Well for Irrigation – Will apply for Department of Commerce Grant

#### Blue Hole Park

##### Active Projects for 2022/2023

- Plantings – Funding Partnership with Underwood Conservation District and Mid-Columbia Fisheries
- Install picnic tables – Local Funding
- Install boulders to delineate area for vehicles – Partnership with Mid-Columbia Fisheries and Underwood Conservation District

#### Rock Creek Park

##### Active Projects for 2022/2023

- Repair Play Structure – Local Funding

#### Prindle Park

#### Big Cedars Campground

#### Drano Lake Boat Launch

- Treat for Eurasian Water Milfoil – Local Funding

- Repair water pump/system – Local Funding
- Replace Docks – Future RCO Grant

## **Fairgrounds**

### **Active Projects for 2021**

**Barn Door Replacement:** Replacing 7 doors that are dented and have issues opening and closing. Adding automatic openers for each door for safety and efficiency and a longer life span.

**Estimated completion:** December 2022

**Grant:** Department of Agriculture

### **Panel Gate Purchase:**

We acquired 105 gate panels for our goats, sheep, and pigs. This project was to complete the setup with our existing panels. Purchase was safety minded allowing the transfer and holding of large/medium animals to be safe

**Completed:** July 2023

**Grant:** Department of Agriculture

### **Active Projects 2023:**

#### **Fairground Well Installation:**

Drilling a well to support the irrigation of 8 acres of land.

**Estimated Completion:** Spring of 2023

**Grant:** Department of Commerce

#### **Fairground Irrigation:**

Part of the well project, establishing irrigation for the grounds

**Estimated Completion:** Spring 2023

**Grant:** Department of Agriculture

### **Projects in the Planning Process (no secure funding):**

1. Fairground Camping Improvements  
Impact: Festivals, leisure year-round Camping
2. Fairground Restroom Floor Improvements  
Impact: festivals, rentals, public access
3. Permanent Stage  
Impact: Festivals, tourism
4. Outdoor WIFI Access  
Impact: Emergency Management, Festivals, Camping
5. Light upgrade (more efficient lighting)  
Impact: Budget, safety, recreation, fairground access
6. Boat Launch for small craft and shoreline improvement  
Impact: outdoor recreation, camping

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number \_\_\_\_\_

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

3. Contractor Information: Contractor: JAVS (Megan Molnar, Contract Admin)
Title: Justice Audio/Visual Solutions
Address: PO Box 950110
Address: Louisville KY 40295-0110
Phone: (502) 244-8788

4. Brief description of purpose of the contract and County's contracted duties:
Annual renewal contract for upkeep/maintenance of Courtroom audio/visual equipment

5. Term of Contract: From: 01/01/2023 To: 12/31/2023

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 \_\_\_\_\_ 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 <sup>2023</sup> Current Year: \$8,646.00 Superior Court – Repairs & Maintenance
8. Amount Not Budgeted in Current Year \$ Source: \_\_\_\_\_
Total Non-County Funds Committed: \$ Source: \_\_\_\_\_
Total County Funds Committed: \$8,646.00
TOTAL FUNDS COMMITTED: \$8,646.00


9. County Contact Person: Name: Pamela Bell
Title: Superior Court Administrator

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

11. Special Comments:



COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	<u>Superior Court</u> Department	 Signature
<b><u>AGENDA DATE</u></b>	10/25/2022	
<b><u>SUBJECT</u></b>	2023 Renewal of JAVS maintenance contract	
<b><u>ACTION REQUESTED</u></b>	Review and Approve Contract	

**SUMMARY/BACKGROUND**

Provides annual maintenance on the JAVS courtroom recording system.

**FISCAL IMPACT**

Paid out of general fund.

**RECOMMENDATION**

Review and Approve Contract

**LIST ATTACHMENTS**

JAVS Renewal Contract



## Classic Coverage Extended Warranty, Preventative Maintenance and Support Agreement

This Extended Warranty, Preventative Maintenance, and Support Agreement "Agreement" is entered into by and between Justice AV Solutions "JAVS" and Skamania County Superior Court "Customer" located in Stevenson, NV for the period of **January 1, 2023**, extending through **December 31, 2023**.

WHEREAS, Customer is in possession of the JAVS recording system(s) more particularly identified in Attachment A "System":

WHEREAS, JAVS will provide the following Extended Warranty Coverage, Preventative Maintenance, Support, and Services so as to maximize the reliability of Customer's systems(s) "Services;":

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereby agree as follows:

### A. DEFINITIONS

- *CODEC*-Technically known as the video conferencing unit (VCU), the codec compresses and decompresses data for video signals.
- *Extended Warranty*-Coverage of JAVS provided equipment to include repair or replacement for a specified period after the expiration of the original warranty.
- *Preventative Maintenance (PM)*-The scheduled cleaning and adjustment of JAVS provided systems as outlined in the respective agreement.
- *Service*-The provision for onsite technical support, user training, and servicing JAVS provided equipment as defined by the contract.
- *Standard Travel*-Travel within the contiguous 48 states and within a 150-mile radius (300 miles round trip) of closest stationed JAVS service technician.
- *Support*-Remote phone and online troubleshooting and diagnostics.
- *Travel Premium*-Travel within the contiguous 48 states more than the 150-mile radius (300 miles round trip) from the closest stationed JAVS service technician calculated as a round trip distance less standard 300 miles divided by 70 MPH times the applicable hourly rate.
- *Warranty*-Coverage of JAVS provided equipment to include repair or replacement for a period of 1 year from the date of install.

### B. SERVICES

1. Help Desk Support. In the event of a System(s) malfunction or questions about system operation, the Customer is encouraged to contact the JAVS help desk by phone at 877-528-7457 or via email at [helpdesk@javs.com](mailto:helpdesk@javs.com) Monday-Friday 8:00 am to 9:30 pm EST. Calls after 9:30 pm local time will normally go to voicemail and be addressed at the beginning of the next business day. JAVS trained help desk staff to provide immediate troubleshooting, training, and diagnostics on common issues that can be resolved quickly. JAVS also provides online PC support and training through your internet connection. If the issue requires an on-site technician, our help desk will gather the necessary contact information including the: contact's name, phone number, city, system identification number, and detailed description

of the issue. The contact information is used by JAVS to log/track issues properly, assign priority levels based on contract status, and dispatch the appropriate technician to the Customer's location.

2. **Response Times.** In the event that a component from Attachment A requires an on-site repair to address a reported issue, JAVS will schedule a visit during regular business hours. The response time is conditional to the Customer's approved room and equipment availability and the severity of the issue, which is measured in four priority levels: Urgent, High, Normal, and Supportive. Any variation from the timeframes referenced below will be discussed and mutually agreed upon by the Customer and JAVS. For clarification, the priority levels are described in Attachment B.

3. **Extended Warranty.** **Extended warranty is available on JAVS provided and installed equipment less than 5 years old, based on the date of installation.**

JAVS will provide and provision a prolonged warranty on JAVS supplied equipment, both of JAVS manufacture and third party, outside of the manufacturer's standard warranty. JAVS will attempt to repair the faulty equipment dependent upon parts and courtroom availability. If the equipment is not repairable in the field, JAVS at its discretion, will either provide a temporary unit until the original equipment is repaired and reinstalled, or a permanent exchange will be put in service. If the covered equipment requiring repair is no longer available or deemed non-repairable, JAVS will be responsible for the replacement product and all costs associated with its replacement.

**Non-warranted equipment:**

**JAVS provided and installed equipment older than 5 years old, based on the date of installation.**

JAVS will attempt to repair the faulty equipment, dependent upon courtroom availability. For non-warranted equipment, the Customer is responsible for the cost of all repair parts, including shipping. From time to time, non-warranted equipment may be deemed non-repairable. If the non-warranted equipment is not repairable in the field, the Customer is responsible for the cost of the replacement product(s). JAVS recorders older than 5 years old, are not eligible for repair involving part(s) replacement and require the purchase of a new recorder at client expense.

For replacement items purchased from JAVS, JAVS will provide labor at no charge.

**Components of Polycom Video Conferencing Codecs are included with this agreement. The Codec unit has optional coverage directly through Polycom and is separate from this agreement.**

**JAVS service technicians will perform updates on software as needed for the Polycom Codec. However, JAVS service technicians can only provide feature updates to Polycom Systems that have a current active Polycom Certificate of Coverage.**

**After the expiration of the initial warranty, separate support coverage is available through Polycom. If the court wishes to renew the warranty, please reach out to [megan.molnar@javs.com](mailto:megan.molnar@javs.com) to request a quote.**

4. **On-site Warranty Support.** JAVS will provide on-site warranty services, which include removing equipment and forwarding to the manufacturer for repair, installing loaner and/or new equipment as deemed necessary by JAVS, and re-installing repaired equipment; on all products listed in Attachment A.

5. Preventative Maintenance. JAVS will perform a bi-annual inspection, review, and operational test of the System and make adjustments as deemed necessary by JAVS. Preventative Maintenance includes updating any System software and firmware as required. All Preventative Maintenance will be coordinated and scheduled with a customer-appointed representative to occur during regular business hours. JAVS will provide documentation to the Customer via a Preventative Maintenance form detailing the status of each system which includes key system information and hard drive capacity of the System. JAVS will document and test each function/mode of the entire System(s) which includes the automatic audio and video mixer/switcher, control boxes, microphones, cameras, time and date generator, monitors, streaming servers, recorders, PA processors, and speakers, private mode feed muting, playback/presentation, assisted listening devices and audio/video conferencing to ensure proper creation of the audio/video record and system operation.

### C. EXCLUSIONS

Notwithstanding anything to the contrary elsewhere in this Agreement, JAVS shall have no responsibility and/or liability regarding the following:

1. All video conferencing equipment, bandwidth, network stability, and call quality issues are the responsibility of the court. \*
2. Normal wear and tear items such as backup UPS batteries and projector lamps. \*
3. Consumable items such as batteries, CDs, DVDs, printer paper, and print cartridges. \*
4. Services, software, hardware, and Operating Systems that are no longer supported by a third party. \*
5. Upgrades of Systems that would transition from analog camera systems to digital, or major software version upgrades, such as AutoLog 7 to AutoLog 8.
6. Vandalism (including inmate abuse), deliberate tampering with the System, intentional or unintentional damage caused by other contractors/staff, attempted repair and/or maintenance by any personnel not employed by JAVS. \*
7. Repair or replacement of any equipment in the event of damage due to negligence or other claims covered by Customer's insurance. \*
8. Customer-provided or non-JAVS certified equipment, hardware, and software. \*
9. Moving of equipment. \*
10. Customer requested on-site advanced training. \*
11. Repairs and/or service that requires reconfiguring JAVS equipment due to changes made by Customer's third-party hardware, network, anti-virus settings, or any local IP provider connection (i.e. change of IP address or network configuration, video conferencing connection issues) \*
12. Lost records or data recovery due to equipment failure, computer viruses, or Customer user error.
13. Migration of Customer recordings for archival, retention, and restoration. \*
14. Shipping delays for repair, loaner, or replacement parts and equipment.

\*Customer approval required to perform services for the indicated Exclusions, which will be billed at current labor rates plus parts and expenses if applicable.

#### FEES/PAYMENTS for exclusions

A fee of \$150.00 per hour (1-hour minimum) plus \*Travel and expenses, will apply for each request for on-site service for services not covered by this agreement. Travel time is defined as a portal to portal.

**D. TERMS**

1. Effective Date. The Agreement begins **January 1, 2023 and** will continue for a period of **1 year** thereafter.
2. Fees; Payments. In consideration of JAVS provision of the Services, the Customer pays a fixed fee of **\$8,646.00** "Fee" plus any applicable state taxes. Payment of Fee will be made within 30 days from the date of the invoice.

**BREAKDOWN OF MAINTENANCE FEE**Contract Period: **January 1, 2023 - December 31, 2023**

MAC-00288

Courtroom				
Number/Location	SID#	System Description	Maintenance Fee	
Superior Court	SID-01177	Centro CX Recording System	\$	8,541.00
Jail Arraignment	SID-89558	VCU Accessories	\$	105.00
<b>Total</b>			<b>\$</b>	<b>8,646.00</b>

**Note: A. JAVS reserves the right to review and recalculate fees associated with the service agreement and adjust accordingly for the next contract period. Changes in the pricing of fees reflect added coverage for new equipment and/or services not previously covered under the service agreement and/or the removal of equipment that is no longer covered. This review is performed prior to the delivery of the subsequent agreement and can affect your agreement fees for that period.**

3. Billing of Excluded Services. A fee of \$150.00 per hour (one-hour minimum) plus expenses will be charged for any excluded services (Includes Video Conferencing Systems, see Section C.) requested by the Customer for on-site support.
4. Refunds. Refunds of Fees payable hereunder will be limited to a pro-rated portion calculated per business day of the total amount paid for the Agreement in the event that the agreed response time is not met. The pro-rated portion of the Agreement Fees payable to Customer as a refund shall be limited to the number of days required to respond that are in excess of the agreed response period. No refund shall be payable for days that JAVS does not have access to the covered equipment. No refund shall exceed the value of the Agreement. A request for a pro-rated refund payable to the Customer for a decommissioned System(s) must be received in writing.

**E. NO WAIVER**

WHETHER BY CHOICE OR NEGLIGENCE JAVS FAILURE TO ENFORCE ANY TERM, EXCLUSION, OR LIMITATION HEREIN SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF JAVS RIGHT TO ENFORCE ANY TERM, EXCLUSION, OR LIMITATION CONTAINED IN THIS AGREEMENT.

#### F. LIMITATION OF LIABILITY

JAVS DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS AGREEMENT OR ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST DATA OR SOFTWARE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.


#### G. DISPUTE RESOLUTION

ANY CLAIM, DISPUTE, OR CONTROVERSY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT, AND EQUITABLE CLAIMS AGAINST JAVS arising from or relating to this Agreement, its interpretation, performance, or the breach, termination or validity thereof, the relationships which result from this Agreement, including, to the full extent permitted by applicable law, limitations of liability, indemnity, and relationships with third parties, JAVS advertising, or any related purchase or service SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com/>, or via telephone at 800-474-2371).

**ACCEPTED BY CUSTOMER**  
**Skamania County Superior Court**

Signature \_\_\_\_\_  
Name Pam Bell  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Phone # \_\_\_\_\_  
Email bell@co.skamania.wa.us

**ACCEPTED BY JAVS**  
**Justice AV Solutions**

  
Signature \_\_\_\_\_  
Name Megan Molnar  
Title Contract Administrator  
Date October 4, 2022  
Phone # 502.489.5118  
Email Megan.molnar@javv.com

**ACCEPTED BY CUSTOMER**  
**Additional Court Representative** (if required by court)

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**Customer contact for scheduling of maintenance/repair**

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_



CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT AGREEMENT

Skamania County Superior Court  
Stevenson, WA

Account #	SID #	QTY	Item #	Description	Install Date	Service	Warranty	5 Year Date
<b>Superior Court</b>								
50488	SID-01177	1	JAV-CENTRO-CX	JAVS CENTRO CX RECORDING SYSTEM JAVS Centro CX Ethernet Controlled Audio/Video Processor Base Unit with Centro CX software	3/13/2017	Yes	No	3/13/2022
50488	SID-01177	2	JAV-SW-AL7	<b>AUTOLOG &amp; DIGITAL RECORDERS</b> "Autolog 7" Session Logging and Control Software	3/13/2017	Yes	NA	3/13/2022
50488	SID-01177	1	JAV-REC8-SD-M	Recorder 8 Standard with Multichannel Audio via MARC Card and All-In-One capture card	9/25/2020	Yes	No	9/25/2025
50488	SID-01177	1	JAV-REC8-SD-S	Recorder 8 Standard with Stereo Audio & Video via All-In-One capture card	9/25/2020	Yes	No	9/25/2025
50488	SID-01177	1	JAV-GS108	8-Port 10/100/1000 Fast Ethernet Gigabit Switch	3/13/2017	Yes	No	3/13/2022
50488	SID-01177	2	JAV-SW-S7S	Scheduler 7 Session Scheduling Software	3/13/2017	Yes	NA	3/13/2022
50488	SID-01177	1	JAV-SW-P7S	Publisher 7 Session Publishing Software	3/13/2017	Yes	Yes	3/13/2022
50488	SID-01177	1	JAV-SW-V7P	Viewer 7 Pro Session Viewing Software for Transcription	3/13/2017	Yes	Yes	3/13/2022
50488	SID-00177	1	JAV-VS7100	IP Audio/Video Encoder	8/27/2010	Yes	No	3/13/2022
50488	SID-00177	1	JAV-CT4A-JUMI	JAVS USB Network Interface	8/27/2010	Yes	No	
50488	SID-00177	1	JAV-PDR-DRMK	DualRackmount Kit. Includes (3) DDVR-MB Center Bracket (2) DDVR-EAR Rackmount Ears	8/27/2010	Yes	No	
50488	SID-00177	1	JAV-PC-FS108	Netgear 8 Port 10/100 Fast Ethernet Switch w/Auto Uplink	8/27/2010	Yes	No	
50488	SID-01177	1	JAV-AFSZ	<b>PA SYSTEM - REUSE EXISTING AMPLIFIER</b> Dual Channel Advanced Feedback Suppression Processor	3/13/2017	Yes	No	3/13/2022
50488	SID-00177	1	CEO280	Peavey Feedback EQ	4/4/2003	Yes	No	
50488	SID-00177	1	D45	Crown Power Amp	4/4/2003	Yes	No	
<b>SPEAKERS - REUSE EXISTING</b>								
<b>COURTROOM MICROPHONES</b>								
50488	SID-01177	8	JAV-IM14	JAVS FlexiMic with Multicolor LED and Touch Button	3/13/2017	Yes	No	3/13/2022
50488	SID-01177	4	JAV-PLX-CB	FlexiMicrophone Plexiglass - C Bend	3/13/2017	Yes	No	3/13/2022
50488	SID-01177	2	JAV-PLX-SF	FlexiMicrophone Plexiglass - Short Flat	3/13/2017	Yes	No	3/13/2022
50488	SID-01177	2	JAV-PLX-SL	FlexiMicrophone Plexiglass - Short L Bend	3/13/2017	Yes	No	3/13/2022
50488	SID-01177	1	JAV-IMPA-PHX	Centro Microphone Pre-Amp Adapter with 3-Pos Phoenix Connector	3/13/2017	Yes	No	3/13/2022
50488	SID-00177	1	JAV-ATW-1302	Wireless Microphone Bursale with 1 Handheld Microphone. Includes: ATW-RC13 Rack-mount receiver chassis ATW-RU13 receiver unit ATW-T1002 handheld dynamic microphone/transmitter.	7/22/2020	Yes	Yes	7/22/2025
50488	SID-00177	1	JAV-MPA-PHX	Microphone Pre-Amp Adapter with 3-Pos Phoenix connector for adding non-flexMics to the JAVS Processor	7/22/2020	Yes	Yes	7/22/2025
<b>HEADSETS</b>								
50488	SID-01177	1	JAV-CHG-520	5-Bay Drop-In Charger for WHR RX20	10/19/2020	Yes	Yes	10/19/2025
50488	SID-01177	5	JAV-IR-RX20	Stethoscope-Style IR Receiver, 2.3/sterero/2.8MHz, rechargeable	10/19/2020	Yes	Yes	10/19/2025
<b>COURTROOM CAMERAS</b>								
50488	SID-01177	5	JAV-JC11N	NTSC "FlexCamera"	3/13/2017	Yes	No	3/13/2022
50488	SID-01177	3	JAV-LIN2-SS-50	Standard Lens 5mm - 50mm	11/7/2017	Yes	No	11/7/2022
<b>A/V FEED FOR ADMIN OFFICE</b>								
50488	SID-01177	1	JAV-CENTRO-RCA	Centro RCA Output Cable (Required to connect external A/V Outputs)	3/13/2017	Yes	No	3/13/2022





CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT AGREEMENT

Sikamania County Superior Court  
Stevanson, WA

Account #	SID #	QTY	Item #	Description	Install Date	Service	Warranty	5 Year Date
50488	SID-01177	1	JAV-CENTRO-CHA	<b>HEADPHONE AMPLIFIER AND HEADPHONES</b>	3/13/2017	Yes	No	3/13/2022
50488	SID-01177	1	JAV-HD-22	Centro Headphone Amplifier Stereo Headset	3/13/2017	Yes	No	3/13/2022
50488	SID-01177	1	JAV-FCL1N	<b>CHAMBERS OPTION</b>				
50488	SID-01177	1	JAV-FML14	<b>REUSE EXISTING MONITOR, CAMERA MOUNT AND LENS</b>	3/13/2017	Yes	No	3/13/2022
50488	SID-01177	1	JAV-PLX-SL	NTSC "FlexCamera" JAVS FlexMic with Multicolor LED and Touch Button FlexMicrophone Plexiglass - Short L Bend Centro RCA Output Cable (Required to connect external A/V Outputs)	3/13/2017	Yes	No	3/13/2022
50488	SID-01177	1	JAV-CENTRO-RCA	Centro RCA Output Cable (Required to connect external A/V Outputs)	3/13/2017	Yes	No	3/13/2022
50488	SID-01177	2	JAV-LED-19	<b>MONITORS</b>				
50488	SID-01177	2	JAV-K1W110B	19" Class LED TV and Media Player Input: HDMI, PC VGA + 3.5mm audio, Composite video + audio, Coaxial RF (Cable/antenna) Output: Coaxial digital audio, 3.5mm headphone Kontour™ X1W Dynamic Wall Mount, 1 Monitor. For 10 - 30"	3/23/2018	Yes	Yes	3/23/2023
50488	SID-01177	1	JAV-LED-49	<b>COURTROOM MONITOR ON CART</b>				
50488	SID-01177	1	JAV-MV-STAT4B	49" Edge LED Commercial Lite Integrated HDTV Static Wall Mount Large Format Flat Screen Low Profile 55"-7"	3/13/2017	Yes	No	3/13/2022
50488	SID-01177	1	JAV-CENTRO-RCA	Centro RCA Output Cable (Required to connect external A/V Outputs)	3/13/2017	Yes	No	3/13/2022
50488	SID-01177	1	JAV-WIR-SYS	<b>ASSISTED LISTENING</b>				
50488	SID-01177	2	JAV-DXW-2-51B	SoundPlus Courtroom Advantage Value System- 1 WIRTX90 combination modulator and emitter system; 3 WIRRX18-2 headset type style headset receivers; 1 WIRRX22-4N body pack, 4 Channel IR receiver; 1 NK1001 Neckloop; 1 HED021 Headphone; 1 CHGS18 headphone charger	3/13/2017	Yes	No	3/13/2022
50488	SID-01177	1	JAV-CENTRO-ALA	Centro Assisted Listening Adapter				
50488	SID-01177	2	JAV-WIR-RX20	Stethoscope-Style IR Receiver, 2.3/stereo/2.8MHz, rechargeable	3/13/2017	Yes	No	3/13/2022
50488	SID-01177	3	JAV-BAT-AP111A	Rechargeable NiMH Battery for WIR RX-18 infrared receiver.	7/24/2020	Yes	Yes	7/24/2025
50488	SID-01177	2	JAV-DXW-2-51B	<b>LAPTOP INPUTS AT LAW TABLES</b>				
50488	SID-01177	2	JAV-DSKB-2G	Aurora HDBaseT Transmitter & Receiver 2 Gang Connection Plate Kit	3/13/2017	Yes	No	3/13/2022
50488	SID-01177	1	JAV-VS-AAHN	2 Gang Desktop Mounting Box	3/13/2017	Yes	No	3/13/2022
50488	SID-01177	1	JAV-SC-CSV-HDMI	4x4 HDMI Matrix Switcher RS-232, Ethernet, & IR	3/13/2017	Yes	No	3/13/2022
50488	SID-01177	1	JAV-VHD-HD2CV	Composite/S-Video to HDMI Up-Converter	3/13/2017	Yes	No	3/13/2022
50488	SID-01177	1	JAV-A3-PHX	HDMI or DVI to Composite Video & Audio Scan Converter	3/13/2017	Yes	No	3/13/2022
50488	SID-01177	4	JAV-MHD-3PROBLK	Line Level Audio Input with Phoenix Connection	3/13/2017	Yes	No	3/13/2022
50488	SID-01177	1	JAV-CENTRO-RCA	3' MicroFlex Pro AV/JT Series High Speed HDMI Cable with Pro Grip Centro RCA Output Cable (Required to connect external A/V Outputs)	3/13/2017	Yes	No	3/13/2022
50488	SID-01177	1	JAV-UH-1BT	<b>HDMI FEED TO MONITOR (CONNECTED BY 4X4 HDMI SWITCHER LISTED ABOVE)</b>				
50488	SID-01177	2	JAV-MHD-3PROBLK	HDMI/DVI over UTP Extender with HDBaseT up to 230' Sender & Receiver	3/13/2017	Yes	No	3/13/2022
50488	SID-01177	2	JAV-STP-RJ45	3' MicroFlex Pro AV/JT Series High Speed HDMI Cable with Pro Grip EXT Grouped CAT5E/6 (for use w/ HD Base T Equipment)	3/13/2017	Yes	No	3/13/2022
50488	SID-01177	1	JAV-MM1000RM2U	<b>EQUIPMENT RACK - REUSE EXISTING JAVS</b>				
50488	SID-00177	1	1B8GS	On-Line UPS 1000VA/800W	3/13/2017	Yes	No	3/13/2022
50488	SID-00177	2	PSB	Line Protector Electropac Filter	4/4/2003	Yes	No	3/13/2022



## CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT AGREEMENT

Skamania County Superior Court  
Stevenson, WA

Account #	SID #	QTY	Item #	Description	Install Date	Service	Warranty	5 Year Date
50488	SID-00177	1	JAV-U	JAYS Equipment Rack (Upright)	4/4/2003	Yes	No	
50488	SID-00177	1	JAV1000	JAYS DA Rackmount	4/4/2003	Yes	No	
50488	SID-01177	1	JAV-CENTRO-RCA	<b>Donna Wood's Office</b> Centro RCA Output Cable (Required to connect external AV-Outputs)	3/6/2020	Yes	Yes	3/6/2025
50488	SID-01177	1	JAV-LED-32	32" WQHD (2560 x 1440) High Resolution Monitor HDMI DVI Display Port	3/6/2020	Yes	Yes	3/6/2025
50488	SID-01177	1	JAV-ST660	Universal Tilt Wall Mount for 23" to 45" LCD Monitors	3/6/2020	Yes	Yes	3/6/2025
50488	SID-01177	1	JAV-ATW-1302	<b>WIRELESS MICROPHONES AND ACCESSORIES</b> Wireless Microphone Bundle with 1 Handheld Microphone. Includes: ATW-RC13 Rack-mount receiver chassis, ATW-RE13 receiver unit, ATW-T1002 handheld dynamic microphone/transmitter.	7/21/2020	Yes	Yes	7/21/2025
50488	SID-01177	1	JAV-MPA-PHX	Microphone Pre-Amp Adapter with 3-Pos Phoenix connector for adding non-FlexMics to the JAYS Processor	7/21/2020	Yes	Yes	7/21/2025
50488	SID-01177	1	JAV-MS-12CE	Low-Profile Mic Stand 34"-62" Height Adjustable Ebony Tube & Base	10/19/2020	Yes	Yes	10/19/2025
50488	SID-01177	1	JAV-AT8456a	Quiet-Flex™ Microphone Stand Clamp For Audio Technica Wireless Microphones	10/19/2020	Yes	Yes	10/19/2025
50488	SID-01177	1	JAV-MS-12CE	Low-Profile Mic Stand 34"-62" Height Adjustable Ebony Tube & Base	10/19/2020	Yes	Yes	10/19/2025
50488	SID-01177	1	JAV-AT8456a	Quiet-Flex™ Microphone Stand Clamp For Audio Technica Wireless Microphones	10/19/2020	Yes	Yes	10/19/2025
50488	SID-01177	1	JAV-ATW-RU13	Receiver unit for System 10 PRO systems	10/19/2020	Yes	Yes	10/19/2025
50488	SID-01177	1	JAV-ATW-T1002	System 10 Handheld Unidirectional Microphone/Transmitter	10/19/2020	Yes	Yes	10/19/2025
50488	SID-01177	2	JAV-IMHD18G-3PROBLEK	<b>WEB STREAMING</b> MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 3ft	9/25/2020	Yes	Yes	9/25/2025
50488	SID-01177	1	JAV-VM-2HXI	1-2 HDMI Distribution Amplifier - HDCP Compliant Enhanced EDDID & Audio — E	9/25/2020	Yes	Yes	9/25/2025
50488	SID-01177	1	JAV-10004893	SDI H.264/H.265 1080p60 HEVC Streaming Encoder	9/25/2020	Yes	Yes	9/25/2025
50488	SID-01177	1	JAV-RK-T2B-B	<b>JURY BOX DISPLAY</b> 19-inch Rack Adapter. Holds 2 MegaTOOLS	12/11/2020	Yes	Yes	12/11/2025
50488	SID-01177	2	JAV-TP-789R	4K60 4:2:0 HDMI HDCP 2.2 Bidirectional PoE Receiver with RS-232 & IR over Long-Reach HDBaseT	12/11/2020	Yes	Yes	12/11/2025
50488	SID-01177	1	JAV-VM-2HDT	1:2+1 4K60 4:2:0 HDMI to Long-Reach HDBaseT DA (HDMI Input w/ Loop Out, 2 HDBaseT Outputs) (Use w/ TP-580R)	12/11/2020	Yes	Yes	12/11/2025
50488	SID-01177	2	JAV-J69	<b>EQUIPMENT RACK &amp; WIRE MANAGEMENT</b> JAYS Slim Line Power Strip and Conditioner	12/11/2020	Yes	Yes	12/11/2025
50488	SID-01177	1	JAV-PTRK-21	21 RU Portable Rolling Rack with Locking Front & Rear Doors Depth: 21.5" Height: 45.91" Width: 22.59"	12/11/2020	Yes	Yes	12/11/2025
50488	SID-01177	1	JAV-PTRK-RR21	Rear rail kit for PTRK portable rack	12/11/2020	Yes	Yes	12/11/2025
50488	SID-01177	4	JAV-UTRK-MP	Half Depth, single Rack space shelf	12/11/2020	Yes	Yes	12/11/2025
50488	SID-01177	1	JAV-VTF1	1 Gang Single Equipment Rack Blank Perforated	12/11/2020	Yes	Yes	12/11/2025
50488	SID-01177	2	JAV-SW-P7S	Publisher 7 Session Publishing Software	10/31/2021	Yes	Yes	10/31/2026
50488	SID-01177	1	JAV-SW-P7S	Publisher 7 Session Publishing Software	11/5/2021	Yes	Yes	11/5/2026
50488	SID-01177	1	JAV-GROUPUP500-4X	<b>VIDEO CONFERENCING</b> Realpresence Group 500-720p-500 HD Codes: Eagle Eye IV Maintenance Contract Required #8619154EB05ECY Warranty Exp. 7/30/2024	9/25/2020	Yes	EXP. 7/30/2024	



**CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT AGREEMENT**

Skamania County Superior Court  
Stevenson, WA

Account #	SID #	QTY	Item #	Description	Install Date	Service	Warranty	5 Year Date
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\*JAYS supplied Polycom unit does not affect the price of JAYS Support Agreement. Accessories to the CODEC supplied by JAYS are included under coverage and maintenance fees.  
After the expiration of the initial warranty separate support coverage is available through Polycom. If the court wishes to renew the warranty, please reach out to megan.molnar@jays.com to request a quote.

50488	SID-01177	1	JAV-AT-HD530	HDMI/DVI to Composite and S-Video Down-Converter with HDMI Loop Thru	9/25/2020	Yes	Yes	9/25/2025
50488	SID-01177	2	JAV-MHD18G-18INPROBEK	MicroFlex Pro AV/JT Certified 4K60 3BG High Speed HDMI Cable with ProGrip Jet Black 1.5ft	9/25/2020	Yes	Yes	9/25/2025
50488	SID-01177	1	JAV-A3-PHX	Auxiliary Audio Input with Phoenix Connection	9/25/2020	Yes	Yes	9/25/2025
50488	SID-01177	1	JAV-VP-410	Composite Video & Stereo Audio to HDMI Scaler Audio — U/E	9/25/2020	Yes	Yes	9/25/2025

**VIDEO CONFERENCING**

RealPresence Group 310 - 720p: Group 310 HD codec, EagleEye IV cam, mic array, unix, remote, NTSC/PAL.  
Cables: 1 HDMI 1.8m, 1 CAT 5E LAN 3.6m, 1 HDCl digital 3m, Power: AMER - Type B, NEMA 5-15.  
Maintenance Contract Required  
#8G2003267BEDP Warranty Exp. 11/21/2021

\*JAYS supplied Polycom unit does not affect the price of JAYS Support Agreement. Accessories to the CODEC supplied by JAYS are included under coverage and maintenance fees.  
After the expiration of the initial warranty separate support coverage is available through Polycom. If the court wishes to renew the warranty, please reach out to megan.molnar@jays.com to request a quote.

50488	SID-01177	1	JAV-ACC-320	Power Strip for the LCD Monitor Cart	12/11/2020	Yes	Yes	12/11/2025
50488	SID-01177	1	JAV-ACC-VCS	SmartMount™ Video Conferencing Camera Shelf Used with JAV-SR560M	12/11/2020	Yes	Yes	12/11/2025
50488	SID-01177	1	JAV-SR560M	Large Flat Panel TV Cart	12/11/2020	Yes	Yes	12/11/2025
50488	SID-01177	1	JAV-LED-60	60" LED Monitor	12/11/2020	Yes	Yes	12/11/2025
50488	SID-01177	1	JAV-SK40RUS8B	f4) Outlet Surge Protector & (2) USB Outlets(3.4A) - 1080 Joule Rating	12/11/2020	Yes	Yes	12/11/2025

**JAIL ARRANGEMENT**

Polycom RealPresence VideoProtect 500 Includes: Group 500-720p Codec  
- Rmt, MicArray, EE Acoustic Camera, 1-22" LCD w/Integrated Audio,  
- Handset, Cable Bundle, MA Pwr Cord, (Maintenance Contract Required)  
#8G194250E5DFCV Contract #315327 Dates of Coverage: 8/1/2021 - 7/30/2021

\*JAYS supplied Polycom unit does not affect the price of JAYS Support Agreement.  
After the expiration of the initial warranty separate support coverage is available through Polycom. If the court wishes to renew the warranty, please reach out to megan.molnar@jays.com to request a quote.

50488	SID-89558	1	JAV-VIDEOPROTECT-500		9/25/2020	Yes	No	EXP. 7/30/2021
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Cardioid Condenser Hanging Microphone  
Microphone Pre-Amp Adapter with 3-Pos Phoenix connector for adding non-FlexMics to the JAYS Processor

50488	SID-89558	2	JAV-U853RW		9/25/2020	Yes	Yes	9/25/2025
50488	SID-89558	2	JAV-MPA-PHX		9/25/2020	Yes	Yes	9/25/2025

## ATTACHMENT B

<b>Priority Level</b>	<b>Example</b>	<b>Initial Response*</b>	<b>On-Site Response**</b>
<b>Urgent</b>	Non-Recording System; inability to record audio; inability to record judge, witness, or attorney microphone(s)	1 Business Hour	2 Business Days
<b>High</b>	Faulty monitor, camera, microphone (other than Urgent Level examples), or system mode not critical to recording; publishing; secondary recorder;	2 Business Hours	3 Business Days
<b>Normal</b>	System adjustments to microphone or PA levels, camera views, and user settings;	4 Business Hours	5 Business Days
<b>Supportive</b>	Operational training or minor/preferred hardware or software user adjustments, video conference	8 Business Hours	Next scheduled Preventative Maintenance or other higher-level repair visits

\*An "Initial Response" for the purposes of this Agreement is when a service ticket is opened and acknowledged by JAVS help desk or JAVS Safeguard Technician.

\*\*An "On-Site Response" for the purposes of this Agreement is the time from when JAVS help desk or JAVS Safeguard Technician logs the ticket and when the JAVS Safeguard Technician arrives at the Customer's agreed-upon appointment for the initial on-site repair.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2022.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
Richard Mahar, Chairman

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

\_\_\_\_\_  
Debbie Slack, Clerk of the Board

\_\_\_\_\_  
Robert Hamlin, Commissioner


**Approved as to form only:**

\_\_\_\_\_  
Adam Kick,  
Skamania County Prosecuting Attorney

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



**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Community Health Department	Signature 
<b><u>AGENDA DATE</u></b>	BOCC 10/25/2022	
<b><u>SUBJECT</u></b>	Skamania Lodge Staff Inservice/Training	
<b><u>ACTION REQUESTED</u></b>	Signature	

**SUMMARY/BACKGROUND**

Agreement with Skamania Lodge to provide meeting space, food & beverages, and AV for offsite staff inservice & training.

**FISCAL IMPACT**

Up to \$2,500      Expenditure Contract – Paid by Beacon Health Options Staff Recruitment & Retention Funds

**RECOMMENDATION**

Sign

**LIST ATTACHMENTS**

Face Sheet  
Contract



## Skamania Lodge

PO Box 189, 1131 SW SKAMANIA LODGE WAY STEVENSON WA 98648

(T) 509.427.2503 (F) 509.427.2548

### CATERING CONTRACT

Date: October 12, 2022

Group Name: Skamania County Community Health  
 Contact: Allen Isaacson  
 Address: 710 SW Rock Creek Drive  
 Stevenson Washington 98648  
 E-Mail: allene@co.skamania.wa.us  
 Phone: (509) 427-3586  
 Group Acct #:

Pursuant to this contract, once accepted, Skamania County Community Health, will hold the following banquet function at Skamania Lodge, in accordance with the following terms:

#### SCHEDULE OF EVENTS

Date	Start – End Time	Room	Setup	AGR
Tue, 12/06/22	8:00 AM - 5:00 PM	Adams	Classroom	20

#### FUNCTION SPACE

Skamania Lodge will provide all of the function space you require in accordance with the schedule of events which is described above for a fee of **\$400.00** in recognition of the revenue we will derive from the provision of food and beverage services. Skamania Lodge reserves the right to adjust function space based on attendance at levels lower than contracted, or in the event the room originally designated for your function shall be unavailable or inappropriate, in Skamania Lodge’s sole opinion. Functions must begin and end at the times specified.

#### FOOD AND BEVERAGE MINIMUM REVENUE FIGURE

We agree that a minimum of **\$800.00** in food and beverage charges (excluding taxes, service charges, room rental, labor, audio-visual charges or other miscellaneous charges) will be generated by your function ("Food and Beverage Minimum Revenue Figure"). If your final attendance count should fall below the estimated number of guests listed above, we will be happy to advise you as to alternatives in food and beverage or event room space so that you can achieve the "Food and Beverage Minimum Revenue Figure". **Any underperformance of this revenue figure will be charged to your master account as attrition.**



**GUARANTEED ATTENDANCE**

Though this number will not affect the "Food and Beverage Minimum Revenue Figure" noted above, the final attendance for your function must be received in writing by the catering/conference services office no later than, five (5) business days, **November 29, 2022**, before the function. This will be the number for whom Skamania Lodge will prepare food for the function. Skamania Lodge cannot be responsible for service, accommodations or guaranteeing the same menu items for more than the guarantee. If a guarantee is not given to Skamania Lodge by the specified time and date, the original estimated attendance would be considered the final guarantee. Your final menu selections must be made no later, five (5) business days prior to your arrival.

**MENU PRICES**

Though it will not affect the Food and Beverage Minimum Revenue figure set forth above, Skamania Lodge will confirm specific menu item prices five, (5) business days, prior to your function, and any prices quoted prior thereto are subject to change. In the event of increased costs of commodities or menu items, Skamania Lodge may, at its option, make reasonable substitutions in menu items.

**BANQUET FOOD AND BEVERAGE SERVICE CHARGE**

All food and beverage functions, meeting room rental and audio visual equipment are subject to a mandatory 25% service charge, to offset operating and administrative expenses. All of the service charge is retained by the hotel, and none of it is a gratuity that is distributed to those non-supervisory banquet captain, banquet server and banquet houseman servicing you and your function. If you or your attendees wish to provide a tip to a specific server(s) or other employee(s) servicing you or your function, please feel free to do so. The mandatory service charge will be posted to your Master Account.

Currently, Food and Beverage, Meeting and Function Room Rental and Service Charges are subject to the following taxes:

- 1) Food and Beverage                    7.7%
- 2) Service Charge                        7.7%
- 3) Meeting and Function Room Rental    7.7%
- 4) Audio-Visual equipment            7.7%

**CANCELLATION**

In the event of a group cancellation occurring 0 to 30 days prior to arrival, liquidated damages in the amount of 100% of the "Food and Beverage Minimum and Room Rental Revenue Figures" will be due.

In the event of a group cancellation occurring 31 to 90 days prior to arrival, liquidated damages in the amount of 75% of the "Food and Beverage Minimum and Room Rental Revenue Figures" will be due.

Taxes and applicable service charges will be added to all amounts. Liquidated damages resulting from cancellation shall be due and payable at the time of cancellation.

**FORCE MAJEURE**

No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, government regulation, riots, disaster, or strikes, any one of which make performance impossible, or due to restrictions on commodities or supplies. Skamania Lodge shall have no liability for power disruptions of any kind.

**BILLING PROCEDURES AND DEPOSIT SCHEDULE**

The following items shall be charged to the Master Account, banquet food and beverage charges, attrition charges, cancellation charges and any other charges billed to the Master Account at the request of the authorized representative of the Skamania County Community Health, as designated by the group in advance of the commencement of the event. Moreover, all third party charges for services and/or supplies, not directly supplied by Skamania Lodge, will be billed to the Master Account whether they have been arranged for by Skamania Lodge or directly by the Skamania County Community Health.

A handling fee in the amount of 20% of all third-party charges will be assessed if placed on the Master Account. The Skamania County Community Health further agrees that all charges associated with use of the grounds, function space, facilities and services of Skamania Lodge by its vendors shall be posted to the Master Account.

Master account charges can be paid by check, money order, or major credit card.

The deposit(s) and payment(s) outlined in the table below are due as indicated. The deposit(s) and payment(s) will be applied to your master account in the form of credits. Deposits can be made by cash, check or wire transfer. A credit card guarantee is required 14 days prior to the event date for the remaining balance.

Transaction Type	Charge Type	Date	Amount
Charge	Initial Deposit	October 10, 2022	\$600.00
Charge	Additional Deposit	November 28, 2022	\$600.00
Charge	Final Deposit	November 28, 2022	Estimated Final Balance

Please make your deposit payments by check payable to Skamania Lodge and mail to:  
P.O. Box 189, Stevenson, WA 98648.  
Attention: Executive Sales Assistant.

**INSURANCE, INDEMNIFICATION AND SAFETY REQUIREMENTS**

No food or beverages of any kind can be brought into Skamania Lodge by you or any of your guests, invitees or attendees.

If required, at the sole judgment of Skamania Lodge, in order to maintain adequate security measures in light of the size and nature of the Event, Skamania County Community Health shall provide, at its expense, security personnel for the Event supplied by a reputable licensed guard

or security agency doing business in the city or county in which Skamania Lodge is located, which agency shall be subject to the prior approval of Resort. Security personnel provided by Skamania County Community Health shall not carry weapons and are to coordinate with Skamania Lodge's regular security force and will concern themselves only with access to the space reserved hereunder (or substituted therefore), restricting their presence to those areas of the Resort premises.

Damage to Skamania Lodge premises by the Skamania County Community Health or appointed contractors will be the Skamania County Community Health's responsibility. Skamania County Community Health will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities. Skamania Lodge is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Resort, and/or for the loss of equipment, exhibits or other materials left in meeting rooms.

Skamania Lodge reserves the right to approve all outside contractors hired for use by the Skamania County Community Health in the Resort, and may have a list of approved contractors and vendors. Skamania Lodge must be notified in advance of any proposed vendor. Skamania Lodge reserves the right to advance approval of all specifications, including electrical requirements, form all outside contractors and to charge a fee for outside services brought into the Resort. Skamania County Community Health and/or outside contractors must provide proof of worker's compensation insurance for employees who will work on Skamania Lodge's premises and proof of adequate general liability coverage for the Skamania County Community Health and/or outside contractors' activities while on Skamania Lodge's premises, and must comply with all other similar requirements the Resort deems appropriate, in its sole discretion, regarding use of function space, facilities and use of Skamania Lodge services.

#### **AUDIO-VISUAL REQUIREMENTS, SIGNS AND DECORATIONS, VENDOR RELATIONS AND LIABILITY FOR PERSONAL PROPERTY**

Skamania Lodge's on-site Audio-Visual Company offers state-of-the-art equipment and technical support staff for all conference needs. Use of any audio-visual/production companies other than Resort is prohibited without consent. Where consent is authorized, fees in the amount of twenty-five (25) percent of what Skamania Lodge would have charged to provide the audio-visual or production services will be charged to the group.

Skamania Lodge offers all services necessary for a successful meeting. However, if Group finds it necessary to use outside services, any companies, firms, agencies, individuals and groups hired by or on behalf of Skamania County Community Health (including audio-visual companies) shall be subject to prior written approval of Skamania Lodge. Upon prior reasonable notice to Skamania Lodge from Skamania County Community Health, Skamania Lodge shall cooperate with such contractors and provide them with facilities at the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of the Resort premises by other guests and members of the Resort. Skamania County Community Health's contracts with its contractors will all specify that contractor and the group will indemnify and hold resort harmless from any and all damages or liabilities which may arise by such Contractors or through their use. Any contracted company working at Resort is required to carry and maintain workers' compensation insurance in statutory amounts; comprehensive general public liability insurance covering automobile, personal injury and property damage with

single limits of not less than one million dollars per person per occurrence. All such policies (except workers' compensation) shall specifically state resort is named as an additional insured under the above policy. Such insurance shall be primary and not contributory with Skamania Lodge. Group bears all responsibility for the payment of any charges incurred at Skamania Lodge by its contractors.

All displays and/or decorations proposed by Skamania County Community Health will be subject to the prior written approval of Resort in each instance. Any personal property of Skamania County Community Health or Skamania County Community Health's guests or invitees brought onto Skamania Lodge premises and left thereon, either prior to or following the Event, will be at sole risk of the Skamania County Community Health and Skamania Lodge will not be liable for any loss of or damage to this property for any reason. Skamania County Community Health acknowledges that the Skamania Lodge does not maintain insurance covering Skamania County Community Health's property and that it is the sole responsibility of Skamania County Community Health to obtain business interruption, and property damage, and other potentially applicable, insurance covering such losses by Skamania County Community Health.

Signs and banners are not allowed in Skamania Lodge's public areas. In regard to the group's meeting space, all signs must be professionally printed and their placement and posting be pre-approved by the Convention Services Department. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited. If Group desires to hang or adhere posters, banners, flip chart paper or other material in meeting rooms, sleeping rooms or public space, your conference service manager must be notified of this request in advance, and will assist Group with the request in order to avoid damage to rooms, walls, etc. Any damage to Skamania Lodge as a result of not having prior approval will be billed to Skamania County Community Health.

#### **MISCELLANEOUS PROVISIONS, DAMAGE LIMITATION AND ACCEPTANCE**

This contract is made and to be performed in Stevenson, Washington, and shall be governed by and construed in accordance with Washington law. By executing this agreement, Skamania County Community Health consents to the exercise of personal jurisdiction over it by the courts of the State of Washington, and agrees that all litigation regarding this contract shall be brought and maintained only in the courts of Stevenson, Washington. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs incurred therein. Additionally, should Skamania Lodge, in its sole discretion, deem collection action necessary, whether prior to, during or subsequent to litigation, the entire cost of collection, including attorneys' fees, costs, shall be paid by Group. This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the group and the resort's General Manager. No representative of the Resort has been or is authorized to make any representation, which varies from the express terms of this contract, though this contract may be supplemented or amended in writing. Group may not assign any benefits arising under or associated in any way with this contract without prior written consent of Resort.

In no event will Skamania Lodge be liable for consequential damages of any nature for any reason. Further, if in the event Skamania Lodge shall have any liability to you (whether under this contract or otherwise), the amount of such liability shall not exceed the amount of your deposit, plus fifty percent (50%) of the Minimum Charge.

The persons signing the agreement on behalf of Skamania Lodge and Skamania County Community Health each warrant that they are authorized to make agreements and to bind their principals to this agreement.

Skamania Lodge agrees to conduct the function in an orderly manner and in full compliance with all applicable laws, regulations and Resort rules, copies of which are available from the Catering Department. Skamania County Community Health assumes full responsibility for the conduct of all persons in attendance at the Event and for any damage done to any part of the Resort's premises during any time the premises are being used by the Group.

This contract shall be deemed accepted only after it has been signed by a representative of the Skamania County Community Health and thereafter signed by a representative of Skamania Lodge. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

We look forward to working with you and hosting a memorable event.

By the authorized representative of Skamania County Community Health:

By the authorized representative of Skamania Lodge:

[

- g. Elected Officials or Department Heads may directly pay or reimburse employees, other Elected Officials, if applicable, members of Board of Commissioners, and authorized volunteers in non-travel status for meals at the IRS-established rate, if all of the following conditions apply:
  - A business event takes place in a clear business setting.
  - Expenses directly and irrefutably relate to County business.
  - The meal negates the disruption of a business meeting.
  - The request for payment or reimbursement states the purpose of the meeting.
  
- h. An Elected Official or Department Head may reimburse employees or directly pay for meal expenses at staff retreats under the following conditions:
  - Staff retreats lasting more than four (4) hours in a single day, for either one (1) day or multiple days. An agenda providing the relationship to county business and includes a listing of all attendees must be provided.
  - Reimbursement or direct payment does not exceed the fixed allowance for lunch in Skamania County.
  - Reimbursement or direct payment does not exceed two (2) retreats per year, per County department, with the exception of staff training as outlined under Chapter 7.4.
  
- i. Elected Officials or Department Heads may not directly pay for meals or incidental expenses for any individuals not covered by this Travel Policy, except as may be allowed for refreshments.

21.1.6.2 NON-REIMBURSEABLE MEAL AND REFRESHMENT COSTS

Elected Officials or Department Heads shall not reimburse meal and refreshment costs when such costs are included in another County expense, regardless of whether or not the person partakes in the meal or refreshment; when costs are incurred for recreational or social events such as office, going away, and retirement parties, or other personalized social events; when any reimbursement would constitute a violation of the State Constitution, Article VIII, Section 7, as a gift of public funds would occur; or when the reimbursement is for the purchase of alcoholic beverages.

Exceptions to Per Diem Meal Rates – Elected Officials or Department Heads may approve meal expenses incurred at a rate higher than the per diem rates or fixed meal allowance when:

- a. Extenuating circumstances led to a meal expense outside of the applicable per diem rate, as supported by a receipt detailing the expense

and written justification. If no receipt is presented, reimbursement at the IRS-established rate will occur.

- b. A meal is incurred on behalf of another agency that reimburses the County for any expenses, in which case reimbursement of the expense shall follow the rules of the funding agency.
- c. Elected Officials or Department Heads may provide refreshments for County events involving County business and open to the public.
- d. Elected Officials or Department Heads shall limit refreshment expenses to fifty (50) percent of the fixed lunch meal allowance established by the State of Washington travel regulations for each participant. The amount shall not exceed one-hundred dollars (\$100.00) without prior approval of the Board.
- e. The Elected Official or Department Head shall require original receipts for the direct payment of or reimbursement of refreshment expenses.

#### 21.1.7 OTHER REIMBURSABLE EXPENSES

Elected Officials or Department Heads may reimburse essential miscellaneous expenses related to travel for official County business. Original receipts are required for miscellaneous expenses of ten dollars (\$10.00) or more. Miscellaneous expenses include:

- a. The rental of a room in a hotel or other facility that is used to transact official County business, providing a County owned/leased room is unavailable;
- b. Parking; ferry and bridge tolls; taxi, air, bus and subway fares; airport shuttle service;
- c. Stenography, typing, or computer-related services;
- d. Telephone calls or facsimile (fax) transmissions necessary to conduct official business, up to a limit of four dollars (\$4.00), to advise family of safe arrival, a change in official travel plans, or a delay in arrival due to inclement weather;
- e. A baggage handling service, when necessitated by physical limitations or when carrying excessive baggage or equipment required for official business purpose.

#### 21.1.8 NON-REIMBURSABLE EXPENSES

Elected Officials or Department Heads shall not reimburse ineligible expenses, including: expenses incurred without prior approval from an Elected Official or Department Head, unless an emergency occurred preventing prior approval; travel and miscellaneous expenses not authorized under this Policy; miscellaneous travel expenses not directly related to official County business; excessive or unnecessary expenses; and expenses considered personal, including but not limited to:

- a. Hosting meals or entertaining others for promotional activities.
- b. Personal telephone calls, except as noted under the Other Reimbursable Expenses subsection above.
- c. Entertainment (e.g., TV, radio, games outdoor fun), clothing, personal sundries and services.

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

1. Contract Number 2263-45012
2. Contract Status: (Check appropriate box) Original Renewal Amendment

3. Contractor Information: Contractor: **DSHS**  
Contact: Sherry Evenson  
Address: PO Box 45600  
Address: Olympia, WA 98504-5600  
Phone: (360) 725-2385

4. Brief description of purpose of the contract and County’s contracted duties:  
Agreement with DSHS to provide regional coordination of the Chronic Disease and Chronic Pain Self-Management Programs

5. Term of Contract: From: October 3, 2022 To: June 30, 2023

6. Contract Award Process: (Check appropriate box)  
General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190
- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
  - Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
  - Formal Sealed Bid Process (Purchase is over \$25,000)
  - This contract was awarded under RCW 39.29 or Skamania County Code \_\_\_\_\_. Please provide a summary of the competitive process by which this contract was awarded or the exemption and why it applies.

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

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

7. Amount Budgeted in Current Year: \$0  
Amount Not Budgeted in Current Year: \$22,550 Source:  
Total Non-County Funds Committed: \$22,550 Source: DSHS  
Total County Funds Committed: \$  
TOTAL FUNDS COMMITTED: \$22,550


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

9. Department Approval:   
Department Head or Elected Official Signature

Special Comments:  
Please email to Sherry- sherry.evenson@dshs.wa.gov



**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Community Health Department	Signature 
<b><u>AGENDA DATE</u></b>	BOCC 10/25/2022	
<b><u>SUBJECT</u></b>	DSHS - CDSME	
<b><u>ACTION REQUESTED</u></b>	Signature	

**SUMMARY/BACKGROUND**

Agreement with DSHS to provide regional coordination of the Chronic Disease and Chronic Pain Self-Management Programs

**FISCAL IMPACT**

Up to \$22,550      Revenue Contract

**RECOMMENDATION**

Sign

**LIST ATTACHMENTS**

- Face Sheet
- Contract
- Exhibit A – Statement of Work
- Exhibit B – Budget



Washington State  
Department of Social  
& Health Services

Transforming lives

## COUNTY PROGRAM AGREEMENT CDSME Regional Coordination

DSHS Agreement Number  
2263-45012

This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number  
  
County Agreement Number

DSHS ADMINISTRATION  
Aging & Long Term Support Admin

DSHS DIVISION  
Management Services Division

DSHS INDEX NUMBER  
1238

DSHS CONTRACT CODE  
1000CC-63

DSHS CONTACT NAME AND TITLE  
Sherry Evenson  
Contract Manager

DSHS CONTACT ADDRESS  
PO Box 45600  
  
Olympia, WA 98504-5600

DSHS CONTACT TELEPHONE  
(360)725-2385

DSHS CONTACT FAX  
(360)407-0369

DSHS CONTACT E-MAIL  
hartmsm@dshs.wa.gov

COUNTY NAME  
Skamania County  
Skamania County Community Health

COUNTY ADDRESS  
710 SW Rock Creek Drive  
Stevenson, WA 98648

COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER

COUNTY CONTACT NAME  
Allen Isaacson

COUNTY CONTACT TELEPHONE  
(509) 427-3790

COUNTY CONTACT FAX  
(509) 427-3798

COUNTY CONTACT E-MAIL  
allene@co.skamania.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?  
No

ASSISTANCE LISTING NUMBERS

PROGRAM AGREEMENT START DATE  
10/03/2022

PROGRAM AGREEMENT END DATE  
06/30/2023

MAXIMUM PROGRAM AGREEMENT AMOUNT  
\$22,550.00

EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference:

- Exhibits (specify): No Data Security Exhibit Exhibit A, Statement of Work; Exhibit B, Budget;  
 No Exhibits.

The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.

COUNTY SIGNATURE(S)

PRINTED NAME(S) AND TITLE(S)

DATE(S) SIGNED

DSHS SIGNATURE

PRINTED NAME AND TITLE

DATE SIGNED

## Special Terms and Conditions

1. **Purpose.** The purpose of this Agreement is to provide Regional Coordination to spread, scale and sustain Chronic Disease and Chronic Pain Self-Management Programs (CDSMP/CPSMP).
2. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in the attached Exhibit A, Statement of Work.
3. **Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of **\$22,550**, including any and all expenses and shall be based on the attached Exhibit B, Budget.

Funding may be moved between categories upon written permission of DSHS and will not require an amendment.

4. **Billing and Payment.**
  - a. **Invoice System.** The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to [Rachel.revisky@dshs.wa.gov](mailto:Rachel.revisky@dshs.wa.gov), or her designee or successor, by the Contractor upon completion of activities listed in the Statement of Work and the Budget. The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 3, Consideration, of this Contract.
  - b. **Payment.** Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by DSHS of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

**Statement of Work**

The Contractor will partner with DSHS, Southwest Washington Accountable Community of Health (SWACH), and Comagine Health to spread, scale, and sustain Chronic Disease and Chronic Pain Self-Management Programs (CDSMP/CPSMP) in southwest Washington. The Contractor will ensure administration and coordination of programs through a regional systems approach and collaboration with SWACH's HealthConnect Hub: a community-based care coordination data & program infrastructure with a robust partnership network of community-based workforce and community & clinical agencies.

**The Contractor will complete the Task/Activities listed in 4. Below to accomplish the following objectives:**

1. Objective One: Manage and support CDSMP/CPSMP partnerships and Self-Management Resource Center (SMRC) license requirements
  - a. Support and facilitate involvement and collaboration of community organizations and agencies through partnerships and contracting to spread, scale, and sustain CDSMP/CPSMP.
  - b. Coordinate with Comagine Health to ensure reporting and compliance requirements for the SMRC umbrella license - held by Comagine Health for the state of Washington. Requirements include completion of yearly SMRC report; maintained list of trained leaders and participating organizations; fidelity monitoring.

2. Objective Two: Facilitate regional coordination of partners and community stakeholders

Plan programming and future workshops by maintaining a 12-month calendar of courses; support regular workshops through regional agency partnerships; partner with SWACH's HealthConnect Hub to support convenings and regular meetings of regional partners; coordinate with SWACH and Comagine Health to support and amplify marketing and communication campaigns; support Comagine Health to coordinate leader trainings (as needed).

3. Objective Three: Provide data and program infrastructure and support for data management, assessment, payment, and reporting

Mentor, support and otherwise provide technical assistance as needed, and in coordination with HealthConnect Hub, to agency partners in utilization of HealthConnect Hub infrastructure for a regionally coordinated approach to CDSMP documentation, tracking and reporting.

4. Task/Activities and Performance Measures

TASK/ACTIVITY	PERFORMANCE MEASURE
a. Develop 12-month calendar of courses	Create calendar with CPSMP/CDSMP workshops listed
b. Coordinate Leader trainings with Comagine Health	Minimum 2 training sessions held

Special Terms and Conditions

TASK/ACTIVITY	PERFORMANCE MEASURE
c. CDSMP/CPSMP workshops	Minimum 6 workshops across SWACH region Minimum 50 attendees across SWACH region
d. Assist with marketing CDSME programs	6 Marketing efforts led by/ in partnership with individual CDSME champion agencies. Champion agencies include Skamania County Community Health, Klickitat County Senior Services, and Columbia River Mental Health.  Partner with Comagine Health and SWACH to develop and implement regional marketing effort/infrastructure that informs community and providers and drives workshop referrals & registrations
e. Support CDSME champion agencies in use of Community Health Record (CHR) for tracking and reporting	Support HealthConnect to connect and coordinate CDSME champion agencies for CHR Training to be delivered by HealthConnect  Provide technical assistance to CDSME champion agencies with documentation and reporting for workshops (post CHR training)
f. Provide technical assistance to assist with marketing, identifying referral partners, & how to retain participants through pathways	Support CDSME champion agencies to market, refer, recruit, register, and engage for CDSMP/CPSMP workshops. Coordinate with Comagine Health and SWACH to inform communications and marketing for regional and agency specific strategies
g. Enter pre and post information related to Patient Activation Measure (PAM)	150 PAM assessments completed; tracking PAM scores during the first week of the session, final week of the session, and a three month follow up with each participant.
h. Coordinate and distribute workshop incentives	50 incentives distributed to CDSMP participants for workshop participation and completion respectively

Special Terms and Conditions

Exhibit B

Budget

Activity / Supply	Associated Cost	Total Budget
<b>CDSME Regional Admin:</b> Support for the license and regional coordination of CDSME system and partnering agencies	<ul style="list-style-type: none"> <li>• Development and maintaining list of orgs that function under license, to provide the CDSME programming. This license is an umbrella license for the state of WA operated under Comagine Health</li> <li>• Registration and participation monitoring and support for participants</li> <li>• Program fidelity monitoring</li> <li>• Submission of data to National Council on Aging (NCOA) database</li> </ul>	\$5000
<b>CDSME Regional Coordination:</b> of CDSME systems approach and partnering agencies	<ul style="list-style-type: none"> <li>• Calendaring of regional workshop</li> <li>• Technical assistance support to partner agencies delivering workshops</li> <li>• Provide technical assistance and support for the Community Health Record data and reporting system to partnering agencies.</li> <li>• Skamania utilizes the Community Health Record for community health care coordination. This system is used internally to assess, document, and report CDSME work</li> </ul>	\$5000
<b>Course materials</b>	<ul style="list-style-type: none"> <li>• CPSMP/CDSMP Books and Manuals 100 Units</li> <li>• Workshop Materials (Flip Charts, Office Supplies) - 6 workshops</li> <li>• Workshop Healthy Drinks/Snacks - 6 workshops</li> </ul>	\$3000
<b>Incentives:</b> Lower barriers for community member participation	<ul style="list-style-type: none"> <li>• \$50 grocery gift card for participation - 50 recipients</li> <li>• \$100 grocery gift card incentive for completion (minimum 4 workshops) - 50 recipients</li> </ul>	\$7500
<b>Indirect Costs</b>	<ul style="list-style-type: none"> <li>• 10% indirect costs</li> </ul>	\$2050
<b>TOTAL FUNDING REQUEST</b>		<b>\$22,550.00</b>

## COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number \_\_\_\_\_

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

3. Contractor Information: Contractor: **Entrust Community Services**  
Contact Person: **Tom Gaulke**  
Title: Chief Executive Officer  
Address: PO Box 9727  
Address: Yakima, WA 98909-0727  
Email: gaulket@entrustcs.org  
Phone: 509-834-1220

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

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

5. Term of Contract: From: July 1, 2022 To: June 30, 2023

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:	\$15,000	Source: DD Funds
Supported Employment Amendment	\$	Source: DD Funds
Community Inclusion Amendment	\$ -0-	Source: DD Funds
Other Supports Amendment	\$	Source: DD Funds
Total Amendment 1:	\$	
Total County Funds Committed:	\$ -0-	

TOTAL FUNDS COMMITTED: **\$15,000**

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


9. Department Approval:



Department Head or Elected Official Signature

10. Special Comments:

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Community Health Department	Signature 
<b><u>AGENDA DATE</u></b>	BOCC, 10/25/2022	
<b><u>SUBJECT</u></b>	Entrust Community Services - Professional Services Contract	
<b><u>ACTION REQUESTED</u></b>	Signature	

**SUMMARY/BACKGROUND**

Contract for Supported Employment and Community Inclusion services within the Skamania County and Klickitat County Developmental Disabilities programs for the period of 7/1/2022 – 6/30/2023

**FISCAL IMPACT**

Up To \$15,000. Expenditure contract reimbursed through Developmental Disabilities contracts.

**RECOMMENDATION**

Sign

**LIST ATTACHMENTS**

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



**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN  
SKAMANIA COUNTY  
AND ENTRUST COMMUNITY SERVICES  
(2022 - 2023)**

**THIS CONTRACT**, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **ENTRUST COMMUNITY SERVICES**, hereinafter referred to as the "**CONTRACTOR**",

**WITNESSETH THAT:**

**1. AUTHORITY TO CONTRACT.**

- A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR'S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.
- B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments in order to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.
- C. The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is Tamara Cissell; provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

**2. INDEPENDENT CONTRACTOR STATUS.**

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

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

3. **SERVICE TO BE RENDERED**

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

4. **TERMS OF CONTRACT**

The contract shall begin on July 1, 2022 and continue until June 30, 2023; PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County or the Contractor may terminate this contract earlier upon fourteen (14) days' written notice, when provisions are made for enrolled clients for continuation of their services.

5. **PAYMENTS FOR SERVICES.**

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

6. **INSURANCE**

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

7. **INDEMNIFICATION**

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

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

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

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

8. **GOVERNING LAW.**

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

9. **ASSIGNABILITY.**

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

10. **EQUAL EMPLOYMENT OPPORTUNITY.**

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

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

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

11. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

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

12. **DISPUTES**

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

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

13. **WAGE AND HOUR COMPLIANCE.**

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

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

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

15. **OWNERSHIP OF WORK PRODUCTS.**

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

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

**DATED:** \_\_\_\_\_, 20\_\_\_\_.

**SKAMANIA COUNTY  
BOARD OF COMMISSIONERS**

**ENTRUST COMMUNITY SERVICES**

\_\_\_\_\_  
**Chairman**

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

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

**APPROVED AS TO FORM ONLY:**

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

\_\_\_\_\_  
**Date**

**ATTEST:**

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

**Attachment A**  
**ENTRUST COMMUNITY SERVICES**  
**Statement of Work - Vendor**

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

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

**A. Confidentiality**

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

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

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

**C. Credentials and Minimum Requirements:**

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



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

**D. Statement of Work:**

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

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

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

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

**D. Consideration:**

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

**E. Billing and Payment:**

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


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

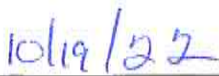
**G. Quality Assurance & Evaluation:** Contractor will fully cooperate with County staff during an on-site review conducted at a minimum of one time every two years (in accordance with Washington State biennium cycle). The purpose of the review shall be to evaluate and review services delivered to reasonably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

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Community Health

  
\_\_\_\_\_  
Date

**Attachment B**  
**HIPAA Business Associate Agreement**

**Definitions:** COUNTY shall mean **Skamania County Community Health**  
CONTRACTOR shall mean **Entrust Community Services**

**Obligations & Activities of Business Associate:**

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

COUNTY Responsibilities:

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


Interpretation:

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

\_\_\_\_\_  
Contractor

  
\_\_\_\_\_  
Community Health

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

Attachment C  
SUSPENSION & DEBARMENT CERTIFICATION

Definitions: COUNTY shall mean **Skamania County**  
CONTRACTOR shall mean **ENTRUST COMMUNITY SERVICES**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

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

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

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

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

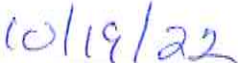
The CONTRACTOR agrees by signing this agreement that it shall not knowingly enter into any lower tier transaction (subcontract) with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or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

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

\_\_\_\_\_  
Contractor

  
\_\_\_\_\_  
Community Health

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date



## Special Terms and Conditions

### Exhibit A – Data Security Requirements

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

## Special Terms and Conditions

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

- j. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
  - k. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.
  - l. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
  - m. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: <https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.
3. **Administrative Controls.** The Contractor must have the following controls in place:
- a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.
  - b. If the Data shared under this agreement is classified as Category 4 data, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.
  - c. If Confidential Information shared under this agreement is classified as Category 4 data, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.
4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

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

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

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

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

## **Special Terms and Conditions**

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

### **h. Data stored for backup purposes.**

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

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

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

## Special Terms and Conditions

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

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

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

### Special Terms and Conditions

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

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





## COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	Department: Community Events	Signature 
<b><u>AGENDA DATE</u></b>		
<b><u>SUBJECT</u></b>	October 25 <sup>th</sup> 2022	
<b><u>ACTION REQUESTED:</u></b>	<i>Approve Contract</i>	

### **SUMMARY/BACKGROUND**

Community Events and Recreation has been asked by the Youth Basketball League to take registration forms and payment for the 2022 basketball season. We have done this in the past and charge them \$125 to do work. They also reimburse any credit card processing fees that we take. After registration, we give them the forms and write them a check for the registration fees we collected.

**FISCAL IMPACT** : The registration will be a wash as we receive and pay out the amount. Per the contract we will receive \$125 for the services

**RECOMMENDATION** : Approve the contract

### LIST ATTACHMENTS :

Facesheet  
Contract  
Attachment A

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN  
SKAMANIA COUNTY  
AND SKAMANIA COUNTY YOUTH BASKETBALL**

**(2022)**

**THIS CONTRACT**, by and between **SKAMANIA COUNTY COMMUNITY EVENTS AND RECREATION**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **SKAMANIA COUNTY YOUTH BASKETBALL**, 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 **ANN LUEDERS**; 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, consisting of a total of 1 pages which has been 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 **October 26<sup>th</sup>, 2022** and terminate on **December 31<sup>st</sup>, 2022**; PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County may terminate this contract earlier upon five (5) days written notice.

5. **PERFORMANCE AND PAYMENT BONDS (If Applicable)**

Per RCW 39.08.010, the Contractor shall provide a non-corporate surety bond for performance and payment guarantee in the full amount of the contract or in lieu of the bond, the County, at the request of the contractor, may retain fifty percent of the contract amount for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later and applicable. Said bonds shall be delivered to the County business office prior to the commencement of work and not later than fifteen (15) calendar days after notification of award of bid.

6. **PAYMENTS FOR SERVICES.**

A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed **\$-0-** including Washington sales tax, and shall be paid as outlined below or in Attachment A.

B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine

the services for which payment is sought. Payment is due within thirty (30) days of submission of accepted detailed invoice.

- C. The **CONTRACTOR** agrees that funds received from the **COUNTY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **COUNTY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

7. **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.

8. **INDEMNIFICATION**

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

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

The Contractor specifically waives its immunity 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.

9. **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.

10. **ASSIGNABILITY.**

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

11. **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.

12. **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.

13. **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 Commissioner's, 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.

14. **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.

15. **DEFAULT/TERMINATION/DAMAGES.**

- A. The parties hereto agree that **TIME IS OF THE ESSENCE** of this contract.
- B. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (7) day's notice, in writing, of the **COUNTY'S** intent to terminate and the reasons for said termination. And in the event of any such termination the **CONTRACTOR** shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the **COUNTY** may withhold from any amounts due the **CONTRACTOR** for such work or completed services any balances due the Contractor, and said amounts shall be used

to totally or partially offset the COUNTY'S damages as a result of the CONTRACTOR'S breach to the extent they are adequate.

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

16. **OWNERSHIP OF WORK PRODUCTS.**

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

17. **CRIMINAL HISTORY CHECKS**

The CONTRACTOR agrees to assure a criminal history check for all individuals in supervisory positions with minors (including but not limited to instructors, coaches and assistant coaches) has been completed prior to unsupervised contact with a minor. The CONTRACTOR further agrees to provide the COUNTY with evidence of a criminal history check for each individual.

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: \_\_\_\_\_, 2022.

SKAMANIA COUNTY  
BOARD OF COMMISSIONERS

SKAMANIA CO YOUTH BASKETBALL

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Youth Basketball Representative

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

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

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



## ATTACHEMENT A

Skamania County Community Events and Recreation is contracting with Skamania County Youth Basketball to provide administrative and advertising assistance for sports programming. Responsibilities of each organization and distribution of registration fees are outlined below:

### Skamania County Community Events shall:

1. Distribute at the Community Events Office, registration forms and program materials as provided by each organization
2. Collect at the Community Events Office registration payments and forms
3. Disburse registration monies collected, less any applicable fees to each organization at the end of each calendar month, or depending on payments received a minimum of once every 60 days.

### Youth Sports Organizations shall:

1. Provide registration forms, fee schedules and program materials to Community Events no later than 15 days prior to the opening of registration
2. Pay a fee of \$125.00 no later than 30 (thirty) days after the beginning of the annual Youth Basketball Season (approximately December 1<sup>st</sup> of each year)
3. Pay a 3% fee per transaction for registration fees collected/paid with a credit/debit card