

**Kitsap Public Health District
Consent Agenda Agreement Summary
January 3, 2017**

KPHD Contract Number	Their Contract Number	Contractor and Agreement Name	Type of Agreement	Term of Agreement	Amount to District	Amount to Other Agency
1462 Amendment 2 (1652)		Kitsap County <i>MH/CD/TC Shared Metrics</i>	Interlocal Agreement	01/01/2017 – 12/31/2018	\$47,829	\$0
Description: Extends the term to June 30, 2017, replaces statement of work. The District to design an evaluation and monitoring system for tracking shared and participant-specific outputs and outcomes (metrics) of the Kitsap County Mental Health, Chemical Dependency & Therapeutic Court Program funded participants and identify indicators to monitor overall community level impact.						
1648		People's Harm Reduction Alliance <i>Secondary Syringe Exchange</i>	Contract	01/01/2017 – 12/31/2018	\$0	\$75,000 Per year
Description: Contractor to provide a large county-wide secondary needle exchange program that supports a home delivery, one-for-one exchange of needles and syringes; following Centers for Disease Control guidance and science-based behavioral health interventions, Contractor will integrate prevention education, referral, and counseling services into the needle exchange program.						
1649		Jefferson County Public Health <i>Nurse Family Partnership</i>	Interlocal Agreement	01/01/2017 – 12/31/2018	\$0	\$49,537.12 Per year
Description: Jefferson County Public Health to provide Public Health Nurse (NFP) services for Nurse Family Partnership Supervisor Role and work with Nurse Home Visitors to increase knowledge, practice and individualization of NFP guidelines, and enhance caseload management, outreach, referrals, and maintaining community relationships.						
1654	100512-17-CHA	Clallam County Health and Human Services <i>Community Health Assessment</i>	Interlocal Agreement	01/01/2017-12/31/2017	\$29,280	\$0
Description: District epidemiologists will collect and analyze data, generate tables and charts, provide written interpretation of findings, present findings at Steering Committee meeting(s) and Community forum(s) as requested, and monitor status and progress.						
1662	K2112	Washington State Health Care Authority <i>PEBB Employer Group</i>	Interlocal Agreement	01/01/2017- No End Date	\$0	\$1,500
Description: Provides insurance benefits from the Public Employees Benefits Board (PEBB) Program through Health Care Authority for eligible members of the group of employees and their dependents; defines terms and conditions under which HCA provides benefits.						

CONTRACT AMENDMENT B

This CONTRACT AMENDMENT is made and entered into between KITSAP COUNTY, a municipal corporation, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "COUNTY", and Kitsap Public Health District, hereinafter "CONTRACTOR."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-362-15, and executed on December 14, 2015, shall be amended as follows:

1. **Section 2. Term** shall be amended to read as follows:
The Project shall begin on November 1, 2015 and shall be completed no later than June 30, 2017.
2. The revised contract end date of June 30, 2017 will be reflected throughout the contract on the following attachments
Attachment A: Statement of Work is replaced in its entirety and replaced with the attached.

Attachment B: Budget is replaced in its entirety and replaced with the attached. The total contract amount remains unchanged at \$47,829. The contract time period is amended to November 1, 2015 – June 30, 2017.
3. If this Contract Amendment extends the expiration date of the Contract, then the Contractor shall provide an updated certificate of insurance evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contractor shall submit the certificate of insurance to:

Gay Neal, Human Services Planner
Kitsap County Department of Human Services
614 Division Street, MS-23
Port Orchard, WA 98366.

Upon receipt, the Human Services Department will ensure submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.

4. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

KC-362-15B

This amendment shall be effective January 1, 2017.

DATED this ____ day _____, 201__ DATED this ____ day _____, 2017.

**CONTRACTOR
KITSAP PUBLIC HEALTH DISTRICT**

**KITSAP COUNTY BOARD OF
COMMISSIONERS**

Keith Grellner, Administrator

CHARLOTTE GARRIDO, Chair

ROBERT GELDER, Commissioner

EDWARD E. WOLFE, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

ATTACHMENT A: STATEMENT OF WORK

KITSAP PUBLIC HEALTH DISTRICT NOVEMBER 1, 2015 – JUNE 30, 2017

PROJECT SUMMARY:

Design an evaluation and monitoring system for tracking shared and participant-specific outputs and outcomes (metrics) of the Kitsap County Mental Health, Chemical Dependency & Therapeutic Court Program funded participants as well as identify indicators to monitor overall community level impact.

SCOPE OF WORK:

A. MH/CD/TC Shared Metrics Design evaluation elements of the MH/CD/TC Program to assess progress on strategic goals through reporting on shared metrics by funded participants and identify and track community level indicators.		
1. Work with Kitsap County Human Services staff to develop:	TIMELINE	HOURS
a. Overall evaluation questions mapped to Strategic Goals	By June 2017	10
b. Community level indicators mapped to Strategic Goals	By June 2017	10
c. Shared participation (including demographics) and outcome metrics: participant and community level with identified data source d. Data collection tools e. Reporting templates f. Database for tracking	By June 2017	50
		Subtotal: 70
B. Funded Participant Metrics Design evaluation elements of the MH/CD/TC Program to assess progress on strategic goals through reporting on funded participant-specific metrics.		
1. Work with Kitsap County Human Services staff and MH/CD/TC funded participants to develop:		
a. Capacity to report on shared metrics (A.1.c. above)		
b. Participant-specific metrics to track participation and outcomes over time c. Participant-specific data collection tools d. Participant-specific reporting templates	By June 2017	25/grantee
		Subtotal: 25 x 12= 300
C. Monitoring Over Time Design and operate a system to capture shared and participant-specific metric data for monitoring progress over time. In addition, develop and produce data reports.		
a. Database development, data entry and quality assurance	By June 2017	60
Quarterly and Annual participant data reports beginning with 2016-18 contracted agencies (Q2 Oct-Dec 2016; Q3 Jan-Mar2017)	Start with 2nd qtr by 2/28/17; 3rd qtr by 5/31/17	10/report
		Subtotal: 60 + (10 x 2) = 80

ATTACHMENT A: STATEMENT OF WORK

KITSAP PUBLIC HEALTH DISTRICT NOVEMBER 1, 2015 – JUNE 30, 2017

D. Meetings, communications, additional data analyses As needed, attend meetings, communicate via phone and email, and conduct additional data analyses with Kitsap County Human Services staff, grantees, or other stakeholders.	Nov 2015-June 2017	2.5 hours/month
Subtotal: 20 x 2.5 = 50		
E. Support review and revisions to RFP evaluation section Review RFP and work with RFP sub-committee to revise the section related to evaluation to improve the quality of program metrics submitted by potential grantees as part of their RFP; attend RFP sub-committee meetings as requested.	Nov-Dec 2015	10
F. Support Strategic Plan Update Participate in subcommittee meetings and provide input and data as requested.	Sept-Dec 2016; Jan-April 2017	2.5 hours/month
Subtotal: 8 x 2.5 = 20		
Total: 530		

ATTACHMENT B: BUDGET

KITSAP PUBLIC HEALTH DISTRICT NOVEMBER 1, 2015 – JUNE 30, 2017

Kitsap County Human Services Department								
Expenditure Plan: November 1, 2015 - June 30, 2017								
Agency Name:	Kitsap Public Health District							
Project Name:	Evaluation Design and Monitoring							
Contract:	\$47,829		Contract #	KC-362-15B				
Contract Line item	11/1/2015 12/31/2015	1/1/2016 3/31/2016	4/1/2016 6/30/2016	7/1/2016 9/30/2016	10/1/2016 12/31/2016	1/1/2017 3/31/2017	4/1/2017 6/30/2017	Total Budget
Personnel	1,074.36	1,929.59	2,290.09	7,005.76	4,516.65	9,199.83	9,199.83	35,216.11
Manager and Staff (Program Related)	905.74	1,488.13	1,766.15	5,396.55	3,483.21	6,464.75	6,464.75	25,969.27
Fringe Benefits	168.62	441.46	523.94	1,609.21	1,033.44	2,735.09	2,735.09	9,246.84
	-	-	-	-	-	-	-	-
Supplies & Equipment	-	-	-	-	-	-	-	-
Equipment	-	-	-	-	-	-	-	-
Office Supplies	-	-	-	-	-	-	-	-
Other (Describe):	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Administration	392.79	705.48	837.28	2,561.30	1,651.29	3,232.38	3,232.38	12,612.89
Advertising/Marketing	-	-	-	-	-	-	-	-
Audit/Accounting	-	-	-	-	-	-	-	-
Communication	-	-	-	-	-	-	-	-
Insurance/Bonds	-	-	-	-	-	-	-	-
Postage/Printing	-	-	-	-	-	-	-	-
Training/Travel/Transportation	-	-	-	-	-	-	-	-
Indirect	392.79	705.48	837.28	2,561.30	1,651.29	3,232.38	3,232.38	12,612.89
Other (Describe):	-	-	-	-	-	-	-	-
Other (Describe):	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Ongoing Operations & Maintenance	-	-	-	-	-	-	-	-
Janitorial Service	-	-	-	-	-	-	-	-
Maintenance Contracts	-	-	-	-	-	-	-	-
Maintenance of Existing Landscaping	-	-	-	-	-	-	-	-
Repair of Equipment and Property	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-
Other (Describe):	-	-	-	-	-	-	-	-
Other (Describe):	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-
Other (Describe):	-	-	-	-	-	-	-	-
Other (Describe):	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
Project budget total	\$ 1,467.15	\$ 2,635.07	\$ 3,127.37	\$ 9,567.06	\$ 6,167.94	\$ 12,432.21	\$ 12,432.21	\$ 47,829

PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
And
THE PEOPLE’S HARM REDUCTION ALLIANCE

This Professional Services Agreement (“Agreement”) is made and entered into between the Kitsap Public Health District, a Health District organized pursuant to chapter 70.46 Revised Code of Washington and Section 9.52 Kitsap County Code, hereinafter referred to as “District,” and The People’s Harm Reduction Alliance, a 501(c)3 non-profit organization, hereinafter referred to as “Contractor.” The parties mutually agree as follows:

- I. **Period of Performance:** The period of performance of this Agreement shall be two years and begin January 1, 2017, and be completed no later than December 31, 2018, unless terminated sooner or extended as provided for herein.
- II. **Services:** The District requires the expertise of this Contractor to provide a large county-wide secondary needle exchange program that supports a home delivery, one-for-one exchange of needles and syringes. Following the Centers for Disease Control (CDC) guidance and science-based behavioral health interventions, it is the District’s expectation that the Contractor will integrate prevention education, referral, and counseling services into the needle exchange program. The Contractor’s staff are responsible for reaching the injecting/non-injecting drug use populations in Kitsap County to provide prevention education information whose goal is to change behavior and to improve health outcomes of this target population. See Attachment A for inclusive Scope of Work.
- III. **Compensation:** The District agrees to pay Contractor total compensation not to exceed \$75,000.00 per year during the Agreement. Compensation will be based on monthly invoices submitted by Contractor itemizing personnel, operations and administration costs as demonstrated in the proposal budget submitted with detail as requested by District accounting. See Attachment B for inclusive Budget.
- IV. **Notices:** Notices pursuant to this agreement shall be sent to:

If to the District:

Kitsap Public Health District
ATTN: Katie Eilers
Community Health Director
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 337-5224

If to the CONTRACTOR:

People’s Harm Reduction Alliance
ATTN: Shilo Murphy
P.O. Box 85038
Seattle, WA 98145
(206) 330-5777

- V. **Billings:** Billings to the District shall be submitted no more frequently than every 30 days, and shall be sent to:

Kitsap Public Health District
Accounts Payable
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 337-5215

- VI. **Independent Contractor:** Contractor and its employees or agents performing under this Agreement are not employees or agents of the District.
- VII. **Rights in Data:** Data that is delivered under this Agreement is the District's property and shall be transferred fully to the District with all rights to the license to publish, translate, reproduce, modify, deliver, dispose of, and to authorize others to do so.
- VIII. **Indemnification:** Contractor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District. Solely for the purposes of this provision, the Contractor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This provision will survive the expiration or termination of this Agreement.
- IX. **Insurance:** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Contractors and personal injury and advertising injury.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability insurance appropriate to the Contractor's profession. The Contractor shall provide the District with proof of liability insurance or professional errors and omissions coverage appropriate to the Contractor's profession.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

D. Verification of Coverage

Contractor shall furnish the District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

- X. **Safeguarding of Information:** The use or disclosure by Contractor of any information or documents obtained by the Contractor in the course of contract performance for any purpose not directly connected with Contractor's responsibilities under this Agreement is prohibited except as may be required by law.
- XI. **Statutory and Regulatory Compliance:** Contractor shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.
- XII. **Non-Discrimination:** Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, sexual preference, or the presence of any sensory mental or physical handicap.
- XIII. **Amendment:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.
- XIV. **Termination:** This Agreement may be terminated by either party upon giving at least thirty (30) days advance written notice to the other party.
- XV. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding its subject matter. Any oral or written representations not expressly incorporated in this Agreement are specifically excluded.

KITSAP PUBLIC HEALTH DISTRICT

THE PEOPLE'S HARM REDUCTION ALLIANCE

By: _____

Keith Grellner
Administrator

By: _____

Shilo Murphy
Executive Director

Date: _____

Date: _____

Funding Source
Program: <u>Infectious Disease Prevention (IDP)</u> Non-Federal Contract/Grant <u>HIV Prevention – State</u> Consolidated Contract; SHW Tipping Fee; Local Dollars _____

ATTACHMENT A SCOPE OF WORK

- 1. Provide a one-to-one exchange of needles and syringes:** The Contractor will provide participants with a new syringe for each syringe turned in by the participant. District will provide syringes and needles, sharps containers, tourniquets, cotton balls, cookers, alcohol pads, sterile water, and condoms. The District will also provide disposal of the sharps containers upon return to the District office in the Norm Dicks Government Center. Contractor will report monthly through the SHARE web-based system. Data elements to be reported are outlined in number 6 below.
- 2. Evening and weekend services:** The Contractor will provide 40 hours of syringe exchange services per week that includes two (2) weekday/evenings and one (1) weekend day each week. Contractor will report monthly through the SHARE web-based system or other designated Washington Department of Health data program. Data elements to be reported are outlined in number 6 below.
- 3. County-wide delivery service:** The Contractor will provide a home delivery service model county-wide. Contractor will report monthly through the SHARE web-based system. Data elements to be reported are outlined in number 6 below.
- 4. Referral to Health District programs:** The Contractor may provide referrals to the Health District for HIV counseling and testing, Hepatitis C screening, TB testing, maternity support services, immunizations and health insurance enrollment. Contractor will report monthly through the SHARE web-based system. Data elements to be reported are outlined in number 6 below.
- 5. Referral to other facilities:** The Contractor will provide referrals to other social service organizations, medical facilities, mental health agencies, and treatment centers for addiction. Contractor will report monthly through the SHARE web-based system. Data elements to be reported are outlined in number 6 below.
- 6. Data entry into SHARE:** The Contractor will enter data into the Washington State Department of Health's SHARE system by the 10th of each month using Contractor's computer. *Training on the SHARE system will be provided.* The following data elements must be entered into SHARE: Setting Summary (# Events & # People); Transmission Risk Category (# Events & # People); Intervention Type (# Events & # People); Materials Distributed (#); Referrals (# by Intensity and Type); Ethnic & Racial Demographics (# by Age & Gender).
- 7. Harm reduction education:** The Contractor will provide all syringe exchange participants with Hepatitis and HIV prevention education including safer sex and safer injection practices. Information should be available on the prevention, testing and treatment of sexually transmitted infections, tuberculosis, and health problems related to drug use. District will provide educational materials to be distributed.
- 8. Risk assessment:** The Contractor will provide a risk assessment of drug use and risky sexual behaviors for each new client (provide periodic re-assessment) and provide brief risk reduction interventions. If the Contractor does not have a risk assessment currently in use, one will be provided by the District.
- 9. Behavior health interventions:** The Contractor will provide CDC science-based behavioral health/prevention interventions as recommended in the publication, Integrated Prevention Services for HIV Infection, Viral Hepatitis, Sexually Transmitted Diseases, and Tuberculosis for Persons Who Use

Drugs Illicitly: Summary Guidance from CDC and the U.S. Department of Health and Human Services. *Recommendations and Reports*; November 9, 2012 / 61 (RR05); 1-40.

- 10. Annual quality assurance site visit:** The Contractor will participate in an annual quality assurance site visit conducted by District staff to ensure compliance with the agreed upon scope of work.
- 11. Billing procedure:** The Contractor will provide the District with a monthly invoice of actual costs that have been identified in the budget pursuant to Sections III and V in the Agreement.

ATTACHMENT B

The People's Harm Reduction Alliance Kitsap Secondary Syringe Exchange Program Annual Budget

Expense Items	Total
Personnel	
Program Director	8,306.00
Program Manager / Volunteer Coordinator (40 hours/week)	41,250.00
Program Manager Health Insurance	3,480.00
FICA Tax	3,610.00
Employment Security Fees	152.00
Labor and Industry Fees	147.00
Subtotal	56,945.00
Operations & Administration	
Outreach Supplies (tampons, wound care supplies, etc.)	500.00
Gloves, Duct Tape & Other Safety Equipment (needed for high risk safety protocols)	400.00
Storage Space Rent/Parking (place to accept shipments and park van)	4,500.00
Gas & Registration Fees	4,000.00
Agency Liability Insurance/Van Insurance	5,055.00
Automobile Maintenance	3,600.00
Subtotal	18,055.00
Total budget	75,000.00

CONTRACT AGREEMENT
By and Between
Kitsap Public Health District and Jefferson County Public Health

For provision of one (1) Public Health Nurse for Nurse Family Partnership (NFP) Supervisor Role

Section 1: PURPOSE

THIS AGREEMENT for Professional Services is entered into between the Kitsap Public Health District (KPHD), hereinafter referred to as "District" and Jefferson County Public Health (JCPH), hereinafter referred to as "Contractor" to provide services as a Nurse Family Partnership Supervisor.

Section 2: TERMS

This Agreement shall commence on January 1, 2017 and continue through December 31, 2018, unless terminated as provided herein. The agreement may be extended beyond December 31, 2017, upon mutual written consent of the District and the Contractor.

Section 3: SCOPE OF AGREEMENT

Contractor will provide Public Health Nurse services for NFP Supervisor Role and will meet obligations as contained in Exhibit A, Statement of Work.

Section 4: CONTRACT REPRESENTATIVES

District and Contractor will each have a contract representative who will have responsibility to administer the contract for that party. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

Kitsap Public Health District Contract Representative

Katie Eilers, Community Health Director
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 337-5263

Contractor's Contract Representative

Vicki Kirkpatrick, Director
Jefferson County Public Health
615 Sheridan St.
Port Townsend, WA 98368
(360) 385-9400

Section 5: COMPENSATION

District agrees to provide the following:

- A. Pay Contractor an annual fee for regular supervision of \$49,537.12 for services to District for NFP supervisory role, which may be billed monthly at the rate of \$4,128.09 or quarterly at the rate of \$12,384.28, whichever is agreed upon by the District and the Contractor.

- B. In addition, District will provide reimbursement for travel and mileage incurred in connection with provision of stated services at the current year's GSA reimbursement rate. The District will be billed quarterly for travel and mileage.
- C. Any additional fees required by NFP for training will be split between the District, Port Gamble S'Klallam Tribe, and the Contractor.
- D. In the case approved program supplies required by NFP are unavailable for direct purchase, Contractor will purchase supplies and bill District for incurred cost.
- E. The District may request additional nursing supervisory hours at an hourly rate commensurate to Contractor's employee's hourly rate. In the case of emergency nursing supervisory needs, District will be charged an hourly rate.
- F. Contractor records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the Health District and state for a period of six (6) years after final payments. Copies shall be made available upon request.

Section 6: **INDEMNIFICATION**

The Contractor shall indemnify, defend, and hold harmless the District, its officers, agents, and employees from and against any and all claims, lawsuits, demands for money damages, losses, or liability, or any portion thereof, including attorney's fees and costs arising from any injury to a person or persons (including the death or injury of the Contractor or damage to personal property) if said injury or damage was caused by the negligent acts or omissions of the Contractor or its employees or representatives.

Section 7: **INSURANCE**

Each party shall obtain and keep in force during the terms of this Agreement, or as otherwise required.

- A. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$300,000 each occurrence.
- B. Professional Liability Insurance providing \$2,000,000 per incident; \$4,000,000 aggregate.
- C. Each party shall participate in the Worker's Compensation and Employer's Liability Insurance Program as may be required by the State of Washington.
- D. The Contractor will maintain its membership in the Washington Counties Risk Pool.

Section 8: **CONFIDENTIALITY**

All parties to this Agreement and their employees or representatives and their subcontractors and their employees will maintain the confidentiality of all information provided by Contractor or

District or acquired in performance of this Agreement as required by the HIPPA and other privacy laws. This Contract, once executed by the parties, is and remains a Public Record subject to the provision of Ch. 42.56 RCW, the Public Records Act.

Section 9: **OWNERSHIP AND USE OF DOCUMENTS**

The Contractor acknowledges and agrees that any and all work product directly connected to and/or associated with the services rendered hereunder, including but not limited to all documents, drawings, reports, and the like which the Contractor in the performance of the service hereunder, either solely and/or jointly with the District shall be the sole and exclusive property of the District. Other materials produced by the Contractor in connection with the services rendered under this agreement shall be the property of the District whether the projects for which they are made are executed or not. Each party may, with no further permission required from the other party, publish to the web, disclose, distribute, reproduce, or otherwise copy or use, in whole or in part, such items produced during the course of the Project to the extent disclosure is allowed by HIPAA.

Section 10: **INDEPENDENCE**

Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. The Contractor shall not be entitled to any benefits accorded District employees by virtue of the services provided under this agreement. The District shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to employee.

Section 11: **REPORTING**

The Contractor will provide a report to the District, whichever is agreed upon by the District and the Contractor, for payment for services rendered. The report shall contain a brief summary of the work performed, relationship to the tasks identified in **Exhibit A**, and the total lines generated.

Section 12: **DISPUTE RESOLUTION**

The Parties agree to work cooperatively to accomplish all of the terms of this Agreement, however, acknowledge that there may be instances in which either the District or the Contractor has not complied with the conditions of this Agreement or that clarification is necessary to interpret provisions of this Agreement. In such an instance, the District and the Contractor shall attempt to resolve the matter through discussion. If unsuccessful, the District and the Contractor agree to refer the matter to non-binding mediation.

If the mediator cannot resolve the conflict or dispute, then the issue shall be brought before a Dispute Panel. The Dispute Panel shall review all issues, concerns, and conflicts with a goal to determine acceptable solutions for both Parties. The decisions of the Dispute Panel shall be final and binding on both Parties.

DISPUTE PANEL: The Parties may voluntarily submit any contractual dispute to a dispute panel as follows: each party will appoint one member to the panel and those two members in turn will appoint a third member. The dispute panel will review the facts, contract provisions, and

applicable law, and then decide the matter. This provision does not affect the right of either party to seek a legal recourse in a court of competent jurisdiction.

Section 13: TERMINATION

The District and the Contractor reserve the right to terminate this contract in whole or in part with 30 days notice. In the event of termination under this clause, District shall be liable only for payment for services rendered prior to the effective date of termination.

Section 14: INTEGRATED AGREEMENT

This Agreement together with attachments or addenda represents the entire and integrated agreement between the District and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral between the parties. This agreement may be amended or modified only by a written instrument signed by both District and Contractor.

Section 15: PROGRAM MODEL ELEMENTS

District and the Contractor understand and agree that Program implementation by District and Contractor must be based on key parameters-Model Elements identified through research and refined based upon the Program's experience since 1997 and attached to this agreement as **Exhibit B**, Nurse-Family Partnership Model Elements.

Section 16: PROPRIETARY PROPERTY

The District and the Contractor understand and agree that NFP grants to the District and the Contractor a non-exclusive limited right and license to use the Proprietary Property for the purpose of carrying out the obligations of this contract. Further, the NFP reserves the right to modify the Proprietary Property from time to time in accordance with the data, research, and current modalities of deliveries program. NFP shall retain ownership and all the rights to any Proprietary Property, whether modified or not by the District and/or the Contractor. In any event, all software, Nurse-Family Partnership Community and Efforts to Outcomes Website content, excluding the District's and Contractor's data, shall remain the sole property of Nurse-Family Partnership.

Approved this _____ day of _____, 2017.

Keith Grellner, Administrator, Kitsap Public Health District

Kathleen Kler, Chair, Jefferson Board of County Commissioners

Approved as to form

Exhibit A Statement of Work

	JCPH	KPHD	PGST
Nurse Home visitors #	2	3	1

Model Elements implemented through facilitation by Nurse Supervisor—applies to all sites (based on last contract, subject to change):

Model element and description	JCPH	KPHD	PGST
#10, Work with NHVs to increase knowledge, practice, and individualization of NFP visit to visit guidelines with families across all domains.	X	X	X
#11, Work with NHVs to review and reflect on theoretical bases of NFP as related to clinical practice.	X	X	X
#12, Work with NHVs and team to maintain required number of clients. Includes caseload management, outreach, referrals and maintaining community relationships.	X	X	X
#13, Nurse supervisor provides supervision to 6 NHVs at this time, appropriate for .875FTE Nurse supervisor	X	X	X
#14, Nurse supervisor provides:			
1. Weekly clinical supervision	X	X	X
2. Case conferences	X	X	X
3. Team meetings	X	X	X
4. Field Supervision	X	X	X
#15 Data is collected and used to guide practice, assess and guide program implementation, inform clinical supervision, enhance program quality, and demonstrate program fidelity.	X	X	X
#17, Regional CAB convened and will meet at least 3x year	X	X	X
#18, Nurse supervisor will help support and facilitate regional communication to	X	X	X

assure accurate data entry and implementation of program			
--	--	--	--

Other related program implementation areas:

Other areas related to program implementation	JCPH	KPHD	PGST
NFP Tribal Community of Practice	0	0	Quarterly phone calls or in-person meetings with NFP Tribal Nurse consultant, quarterly Tribal COP calls or in-person meetings. Additional communication with NFP Nurse consultant as needed.
Washington State NFP Consortium: 1. Monthly calls with WA State Nurse consultant 2. Monthly calls with WA State Nurse supervisors 3. Quarterly meetings with WA State nurse supervisors 4. On-site visits with WA state nurse consultant at least once/year.	X	X	X
Coordination of team meetings, case conferences, and reflective supervision times based on regional composition, including associated travel.	X	X	X
Thrive by Five Funding: application, Monthly and quarterly reports.	X	X	0
NFP required Education and training, such as DANCE education and annual NFP National Symposium	X	X	X

Exhibit B



Nurse-Family Partnership Model Elements

CLIENTS

Element 1 Client participates voluntarily in the Nurse-Family Partnership program.

Nurse-Family Partnership services are designed to be supportive and build self-efficacy. Voluntary enrollment promotes building trust between the client and her nurse home visitor. Choosing to participate empowers the client. Involuntary participation is inconsistent with this goal. It is understood that agencies may receive referrals from the legal system that could be experienced by the client as a requirement to participate. It is essential that the decision to participate be between the client and her nurse without any other pressure to enroll.

Element 2 Client is a first-time mother.

First-time mother is a nulliparous woman, having no live births. Nurse-Family Partnership is designed to take advantage of the ecological transition, the window of opportunity, in a first-time mother's life. At this time of developmental change a woman is feeling vulnerable and more open to support.

Element 3 Client meets low-income criteria at intake.

The Elmira study was open to women of all socioeconomic backgrounds. The investigators found that higher-income mothers had more resources available to them outside of the program, so they did not get as much benefit from the program. From a cost-benefit and policy standpoint, it's better to focus the program on low-income women. Implementing agencies, with the support of the Nurse-Family Partnership National Service Office, establish a threshold for low-income clients in the context of their own community for their target population.

Element 4 Client is enrolled in the program early in her pregnancy and receives her first home visit by no later than the end of the 28th week of pregnancy.

A client is considered to be enrolled when she receives her first visit and all necessary forms have been signed. If the client is not enrolled during the initial home visit, the recruitment contact should be recorded in the client file according to agency policy. It is recommended that only one pre-enrollment visit be provided. Early enrollment allows time for the client and nurse home visitor to establish a relationship before the birth of the child, and allows time to address prenatal health behaviors which affect birth outcomes and the child's neurodevelopment. Additionally, program dissemination data show that earlier entry into the program is related to longer stays during the infancy phase, increasing a client's exposure to the program and offering more opportunity for behavior changes.

INTERVENTION CONTEXT

Element 5 Client is visited one-to-one: one nurse home visitor to one first-time mother/family.

Clients are visited one nurse home visitor to one first-time mother. The mother may choose to have other supporting family members/significant other(s) in attendance during scheduled visits. In particular, fathers are encouraged to be part of visits when possible and appropriate. The nurse home visitor engages in a therapeutic nurse-client relationship focused on promoting the client's abilities and behavior change to protect and promote her own health and the well-being of her child. It is important for nurse home visitors to maintain professional boundaries within the nurse-client relationship. Some agencies have found it useful to have other nurses on their team at times to accompany the primary nurse home visitor for peer consultation. This helps the client to understand that there is a team of nurse home visitors available and that this second nurse home visitor could fill in if needed. This may reduce client attrition if the first nurse is on leave or leaves the program. Other team members, such as a social worker or mental health specialist, may also accompany nurses on visits as part of the plan of care. The addition of group activities to enhance the program is allowed, but can not take the place of the individual visits and can not be counted as visits. It is expected that clients will have their own individual visits with their nurse, and not joint visits with other clients.

Element 6 Client is visited in her home.

The program is delivered in the client's home, which is defined as the place where she is currently residing. Her home can be a shelter or a situation in which she is temporarily living with family or friends for the majority of the time (i.e., she sleeps there at least four nights a week). It is understood that there may be times when the client's living situation or her work/school schedule make it difficult to see the client/child in their home and the visit needs to take place in other settings. But whenever possible, visiting the client and child in their home allows the nurse home visitor a better opportunity to observe, assess and understand the client's context and challenges.

Element 7 Client is visited throughout her pregnancy and the first two years of her child's life in accordance with the current Nurse-Family Partnership Guidelines.

Prenatal visits occur once a week for the first four weeks, then every other week until the baby is born. Postpartum visits occur weekly for the first six weeks and then every other week until the baby is 21 months. From 21-24 months visits are monthly. To meet the needs of the individual family, the nurse home visitor may adjust the frequency of visits and visit in the evening or on weekends. An expectation that a home visitor is available for regular contact with the family over a long period of time, even if families do not use the home visitor to the maximum level recommended, can be a powerful tool for change.

EXPECTATIONS OF THE NURSES AND SUPERVISORS

Element 8 Nurse home visitors and nurse supervisors are registered professional nurses with a minimum of a Baccalaureate degree in nursing.

When hiring, it is expected that nurse home visitor and nurse supervisor candidates will be evaluated based on the individual nurses' background and levels of knowledge, skills and abilities taking into consideration the nurses' experience and education. The BSN degree is considered to be the standard educational background for entry into public health and provides background for this kind of work. For nurse supervisors, a Master's degree in nursing is preferred. It is understood that both education and experience are important. Agencies may find it difficult to hire BSN-prepared nurses or may find well prepared nurses that do not have a BSN. In making this decision, agencies need to consider each individual nurses' qualifications, and as needed, provide additional professional development to meet the expectations of the role. Non-BSN nurses should be encouraged and provided support to complete their BSN. Agencies and supervisors can seek consultation on this issue from their nurse consultant.

Element 9 Nurse home visitors and nurse supervisors complete core educational sessions required by the Nurse-Family Partnership National Service Office and deliver the intervention with fidelity to the NFP Model.

It is the policy of Nurse-Family Partnership National Service Office (NFP NSO) that all nurses employed to provide NFP services will attend and participate in all core NFP education sessions in a timely manner, as is defined by NFP NSO policy and the NFP NSO contract. Nurse home visitors and nurse supervisors will deliver the program with fidelity to the model. Fidelity is the extent to which implementing agencies adhere to the model elements when implementing the program. Implementing these components provides a high level of confidence that the outcomes achieved by families who enroll in the program will be comparable to those achieved by families in the three randomized, controlled trials.

APPLICATION OF THE INTERVENTION

Element 10 Nurse home visitors, using professional knowledge, judgment and skill, apply the Nurse-Family Partnership Visit-to-Visit Guidelines, individualizing them to the strengths and challenges of each family and apportioning time across defined program domains.

The NFP Visit-to-Visit Guidelines are tools that guide nurse home visitors in the delivery of program content. Nurse home visitors use strength-based approaches to working with families and individualize the guidelines to meet the client's needs. The domains include:

- 1) Personal Health (health maintenance practices; nutrition and exercise; substance use; mental health)
- 2) Environmental Health (home; work; school and neighborhood)
- 3) Life Course (family planning; education and livelihood)
- 4) Maternal Role (mothering role; physical care; behavioral and emotional care of child)
- 5) Friends and Family (personal network relationships; assistance with childcare)
- 6) Health and Human Services (linking families with needed referrals and services)

Element 11 Nurse home visitors apply the theoretical framework that underpins the program, emphasizing Self-Efficacy, Human Ecology and Attachment theories, through current clinical methods.

The underlying theories are the basis for the Nurse-Family Partnership Program. The clinical methods that are taught in the education sessions and promoted in the NFP Visit-to-Visit Guidelines are an expression of these theories. These theories provided the framework that guided the development of the NFP Visit-to-Visit Guidelines, Nurse Home Visitor and Supervisor Competencies, and Nurse-Family Partnership Core Education Sessions. They are a constant thread throughout the model and Nurse-Family Partnership clinical nursing practice.

Element 12 A full-time nurse home visitor carries a caseload of no more than 25 active clients.

Full time is considered a 40-hour work week. Agencies may have a different definition for full time, and should pro-rate the nurse's caseload accordingly. At least half-time employment (20-hour work week) is necessary in order for nurse home visitors to become proficient in the delivery of the program model. Existing teams that already are in place but do not meet these expectations should consult with their nurse consultant. Active clients are those who are receiving visits in accordance with the NFP Visit-to-Visit Guidelines and the plan established by the client and the nurse. In practice, clients are considered participating if they are having regular visits. Agencies can establish their own policies regarding a timeframe for discharging missing clients. It is expected that supervisors will work with their nurse home visitors to monitor caseloads and utilize the program to serve the number of families they are funded to serve. The contract between the NFP National Service Office and the Implementing Agency states that the Agency will:

- 1) Ensure enrollment of 23 to 25 first-time mothers per full-time nurse home visitor within nine months of beginning implementation; and
- 2) Ensure that each nurse home visitor carries a caseload of not more than 25 active families; and
- 3) Maintain the appropriate visit schedule.

REFLECTION AND CLINICAL SUPERVISION

Element 13 A full-time nurse supervisor provides supervision to no more than eight individual nurse home visitors.

Full time is considered a 40-hour work week. It is expected that a full-time nurse supervisor can supervise up to eight individual nurse home visitors, given the expectation for one-to-one supervision, program development, referral management and other administrative tasks. It also is assumed that other administrative tasks may be included in time dedicated to NFP, including the supervision of some additional

administrative, clerical and interpreter staff. Refer to the sample supervisor job description found in the *Implementing Agency Orientation Packet*. The minimum time for a nurse supervisor is 20 hours a week with a team of no more than four individual nurse home visitors. Though NFP discourages smaller teams, even teams with less than four nurse home visitors still require at least a half-time supervisor. Existing teams that are already in place but do not meet these expectations should consult with their nurse consultant.

Element 14 Nurse supervisors provide nurse home visitors clinical supervision with reflection, demonstrate integration of the theories, and facilitate professional development essential to the nurse home visitor role through specific supervisory activities including one-to-one clinical supervision, case conferences, team meetings and field supervision.

To ensure that nurse home visitors are clinically competent and supported to implement the Nurse-Family Partnership Program, nurse supervisors provide clinical supervision with reflection through specific supervisory activities. These activities include:

- 1) One-to-one clinical supervision: A meeting between a nurse and supervisor in one-to-one weekly, one-hour sessions for the purpose of reflecting on a nurse's work including management of her caseload and quality assurance. Supervisors use the principles of reflection as outlined in NFP supervisor training. Supervisors who carry a caseload will make arrangements for clinical supervision with reflection from a qualified person other than the nurse home visitors he/she supervises.
- 2) Case conferences: Meetings with the team dedicated to joint review of cases, Efforts to Outcomes (ETO™) data reports and charts using reflection for the purposes of solution finding, problem solving and professional growth. Experts from other disciplines are invited to participate when such input would be helpful. Case conferences reinforce the reflective process. Case conferences are to be held twice a month for 1 ½ to 2 hours per case conference.
- 3) Team meetings: Meetings held for administrative purposes, to discuss program implementation issues, and team building twice a month for at least an hour or as needed for team meetings. Team meetings and case conferences alternate weekly so there is one meeting of the team every week.
- 4) Field supervision: Joint home visits with supervisor and nurse. Every four months the supervisor makes a visit with each nurse to at least one client and additional visits on an as needed basis at the nurse's request or if the supervisor has concerns. At a minimum, time spent should be 2 – 3 hours per nurse every four months. Some supervisors prefer to spend a full day with nurses, enabling them to observe comprehensively the nurse's typical day as well as her home visit, time and case management skills and charting. After joint home visits with a supervisor and nurse, a Visit Implementation Scale is completed and discussed.

PROGRAM MONITORING AND USE OF DATA

Element 15 Nurse home visitors and nurse supervisors collect data as specified by the Nurse-Family Partnership National Service Office and use NFP reports to guide their practice, assess and guide program implementation, inform clinical supervision, enhance program quality and demonstrate program fidelity.

Data are collected, entered into the ETO software and subsequently used to address practice. Data are utilized to guide improvements in program implementation and demonstrate fidelity. The ETO reports are tools with which nurse home visitors and supervisors assess and manage areas where system, organizational, or operational changes are needed in order to enhance the overall quality of program operations and inform reflective supervision of each nurse. It is expected that both supervisors and nurse home visitors will review and utilize their data.

AGENCY

Element 16 A Nurse-Family Partnership Implementing Agency is located in and operated by an organization known in the community for being a successful provider of prevention services to low-income families.

An Implementing Agency is an organization committed to providing internal and external advocacy and support for the NFP program. This agency also will provide visible leadership and passion for the program in their community and assure that NFP staff members are provided with all tools necessary to assure program fidelity.

Element 17 A Nurse-Family Partnership Implementing Agency convenes a long-term Community Advisory Board that meets at least quarterly to promote a community support system for the program and to promote program quality and sustainability.

A Community Advisory Board is a group of committed individuals/organizations who share a passion for the NFP program and whose expertise can advise, support and sustain the program over time. The agency builds and maintains community partnerships that support implementation and provide resources. If an agency can not create a group specifically dedicated to the Nurse-Family Partnership program, and larger groups are in place that have a similar mission and role dedicated to providing services to low-income mothers, children and families, it is acceptable to participate in these groups in place of a NFP dedicated group. It is essential that issues important to the implementation and sustainability of the NFP program are brought forward and addressed as needed.

Element 18 Adequate support and structure shall be in place to support nurse home visitors and nurse supervisors to implement the program and to assure that data are accurately entered into the database in a timely manner.

Support includes the necessary infrastructure to support and implement the program. This includes the necessary physical space, desks, computers, cell phones, filing cabinets and other infrastructure to carry out the program. Further, this includes employing a person primarily responsible for key administrative support tasks for

NFP staff, as well as entering data and maintaining accuracy of ETO reports. This resource is critical to ensuring administrative support and accuracy of data entry, allowing nurse home visitors time to focus on their primary role of providing services to clients. NFP Implementing Agencies shall employ at least one 0.5 FTE general administrative staff member per 100 clients to support the nurse home visitors and nurse supervisors and to accurately enter data into the Nurse-Family Partnership National Service Office ETO database on a timely basis.

References

- Korfmacher, J., Kitzman, H., & Olds, D. (1998) Intervention processes as predictors of outcomes in a preventive home-visitation program. *Journal of Community Psychology*, 26, 49-64.
- Olds, D. (2006) The nurse-family partnership: An evidence-based preventive intervention. *Infant Mental Health Journal*, 27, 5-25.
- Olds, D., Hill, P., O'Brien, R., Racine, D., & Moritz, P. (2003) Taking preventive intervention to scale: The nurse-family partnership. *Cognitive and Behavioral Practice*, 10, 278-290.
- Olds, D., Racine, D., Glazner, J., & Kitzman, H. (1998) Increasing the policy and program relevance of results from randomized trials of home visitation. *Journal of Community Psychology*, 26, 85-100.



PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Kitsap Public Health District
Address: Norm Dicks Government Center
345 6th Street; Suite 300
Bremerton, WA 98337-1866
Phone N^o: 360- 633-9239

(hereinafter called "Contractor").

This Agreement is comprised of:

- ☒ Attachment A - Scope of Work
- ☒ Attachment B – Compensation
- ☒ Attachment C - General Conditions
- ☒ Attachment D - Special Terms and Conditions
- ☐ Attachment E (specify) –

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 1st day of January, 2017 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December, 2017.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 201_.

CONTRACTOR

CLALLAM COUNTY ADMINISTRATOR

Kitsap Public Health District

James A. Jones, Jr.

Print
name: _____

Title:

Date: _____, 201_

THIS CONTRACT HAS BEEN APPROVED AS TO
FORM BY THE CLALLAM COUNTY PROSECUTING
ATTORNEY

Originals: BOCC
Vendor
Initiating Department
Copies: 1 with Contract Summary

SCOPE OF WORK

DESCRIPTION OF SERVICES FOR COMMUNITY HEALTH ASSESSMENT	EST. HOURS	HOURLY RATE NOT TO EXCEED:	TOTAL COST
Community Health Data: Collect and analyze data, generate tables and charts, and provide written interpretation of findings. Present findings at Steering Committee meeting(s) and Community forum(s) as requested.	150	\$96.00	\$14,400
Community Health Improvement Plan Monitoring: Work with Steering Committee and/or other priority leads to create surveillance reports to monitor status and progress over time.	65	\$96.00	\$6,240
General Project Coordination: Meetings to coordinate content, review drafts, etc.	Up to 20	\$96.00	\$1,920
TOTAL	235		\$22,560

OTHER GENERAL EPIDEMIOLOGY SERVICES 2017	70	\$96.00	\$6,720
(By request of HHS and all backup required with billing)			
TOTAL	70		\$6,720

GRAND TOTAL	305		\$29,280
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COMPENSATION

1. ☐ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of _____ DOLLARS (\$) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

☒ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

<i>Name/Position</i>	<i>Hourly Rate</i>
Siri Kushner/Epidemiologist	not to exceed \$96.00 per hour
Nicola Marsden-Haug/Epidemiologist	not to exceed \$85.00 per hour
Kari Hunter/Epidemiologist	not to exceed \$55.00 per hour

Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) _____.

In no event shall Contractor be compensated in excess of twenty-nine thousand two hundred and eighty DOLLARS (\$29,280.00) for the completed work set forth in Attachment "A."

2. AND

☒ **a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers, and the like. The County shall reimburse the Contractor for actual expenses incurred for travel. Reimbursement for airfare, mileage, meals, and/or accommodations shall be at the same rate as that applicable to County employees travelling on county business.

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers, and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☐ **c.** Other (specify)

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.
4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County. The Contractor, as a governmental agency, is exempt from Federal and State taxes and asserts there will be no business tax liability that arises from these services.

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits that Clallam County provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.
8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
- (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
 - (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
 - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement.

- (a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

(c) The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.
17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise

specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

(a) That Contractor shall be notified promptly in writing by County of any notice of such claim.

(b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

(a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

(b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: Kim Yacklin
Title: Assistant Director
Address: 223 E. 4th Street; Suite 14
Telephone: 360-417-2523
E-mail: kyacklin@co.clallam.wa.us
Fax: 360-417-2583

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.

28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

- ☒ 1. **Reporting.** The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☒ With each request for payment.
- ☐ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☐ Project completion.
- ☐ Other (specify):

Progress reports shall include, at a minimum, the following: all backup will be required with billing (payroll). Contractor shall report quarterly on progress of Community Health Assessment and completion of this project will be no later than December 31, 2017.

General Epidemiology services will be by request only and all backup submitted with billing.

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

- ☒ 2. **Insurance.** The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

- ☒ **COMMERCIAL GENERAL LIABILITY:**
- | | |
|--------------------------------|----------------------------|
| Bodily injury, including death | \$1,000,000 per occurrence |
| | \$2,000,000 aggregate |
| Property damage | \$1,000,000 per occurrence |
| | \$2,000,000 aggregate |
- ☒ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)** \$500,00 per occurrence
- ☒ **WORKERS COMPENSATION:** Statutory amount

- ☒ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles
- | | | |
|---|-------------|----------------|
| Bodily injury, liability, including death | \$1,000,000 | per occurrence |
| | \$2,000,000 | aggregate |
| Property damage liability | \$ | per occurrence |
| | \$ | aggregate |
- ☒ BUSINESS AUTOMOBILE LIABILITY: \$1,000,000 per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.


Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

- ☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed _____ Dollars (\$) _____ per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

- ☐ 4. Other (specify):.

		PEBB EMPLOYER GROUP INTERLOCAL AGREEMENT		HCA Contract Number: K2112 Employer Group Agency Number: 900 C63	
<p>Washington State Health Care Authority is the single state agency that administers the medical, dental, life, and disability insurance coverage for the Employees of the State of Washington and for contracted employer groups, as set forth in Title 41 RCW.</p> <p>THIS Interlocal Agreement made by and between Washington State Health Care Authority, hereinafter referred to as "HCA," and Kitsap Public Health District, hereinafter referred to as the "Contractor."</p>					
EMPLOYER NAME Kitsap Public Health District			EMPLOYER doing business as (DBA)		
EMPLOYER GROUP ADDRESS 345 6th Street, Suite 300 Bremerton, WA 98337-1866			FEDERAL TAX ID #: 42-1689063		WA STATE UBI #: 601 139 034
EMPLOYER BARGAINING GROUP: All employees					
EMPLOYER CONTACT Karen Holt		EMPLOYER TELEPHONE (360) 728-2294		EMPLOYER E-MAIL ADDRESS karen.holt@kitsappublichealth.org	
HCA PROGRAM PEB Outreach and Training		HCA DIVISION/SECTION PEB Division		HCA CONTRACT CODE	
HCA CONTACT NAME AND TITLE Amy Corrigan Management Analyst			HCA CONTACT ADDRESS Post Office Box 45530 Olympia, WA 98504-5330		
HCA CONTACT TELEPHONE (360) 725-0826			HCA CONTACT E-MAIL ADDRESS amy.corrigan@hca.wa.gov		
EFFECTIVE DATE OF BENEFITS: January 1, 2017		CONTRACT START DATE: January 1, 2017		CONTRACT END DATE: No End	
PURPOSE OF CONTRACT: To provide insurance benefits from the Public Employees Benefits Board (PEBB) Program through HCA for the eligible members of the group(s) of Employees identified in this Agreement and their dependents.					
The terms and conditions of this Agreement 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 Agreement. The parties signing below warrant that they have read and understand this Agreement, and have authority to execute this Agreement. This Agreement is binding on the parties only upon signature by an authorized representative of each.					
EMPLOYER SIGNATURE		PRINTED NAME AND TITLE Keith Grellner, Administrator		DATE SIGNED	
HCA SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	

Approved as to Form
By Attorney General
Date: _____

1. PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which HCA will provide certain benefits to Contractor and certain of its Employees and their Dependents. The scope and coverage of the benefits of PEBB Insurance Coverage will be those PEBB Insurance Coverage benefit plans approved by the Public Employees Benefits Board (PEBB). Contractor understands and agrees that these PEBB Insurance Coverage benefits may be changed from time to time by HCA in its sole discretion. Contractor's continued participation in PEBB Insurance Coverage under this Agreement will indicate Contractor's acceptance of such changes in PEBB Insurance Coverage.

2. DEFINITIONS

Capitalized terms in this Agreement and not otherwise defined herein shall have the same definitions as those stated in Title 182 WAC.

Whenever used in this Agreement, the following terms will have these meanings:

"Business Day" means all days except Saturdays, Sundays, and all legal holidays as set forth in RCW 1.16.050.

"Confidential Information" means information that may be exempt from disclosure to the public or unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or state or federal statutes. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

"Contract Manager" means the authorized agent who administers this Agreement on behalf of a party, ensures compliance with the terms of this Agreement, and acts as the point of contact when one party contacts the other with questions regarding the terms of this Agreement.

"Coverage Period" means the period during a Plan Year when Enrollees are enrolled in PEBB Insurance Coverage.

"Dependent" shall have the meaning set forth in WAC 182-12-109.

"Employee" means individuals employed by Contractor who fall within the meaning of "Employee" set forth in WAC 182-12-109.

"Employer Group Rate Surcharge" means the rate surcharge described in RCW 41.05.050(2).

“Enrollee” shall have the meaning set forth in WAC 182-12-109.

“ERISA” means the federal Employee Retirement Income Security Act of 1974.

“HIPAA Rules” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, as now in effect and as modified from time to time. In part 164 of title 45 CFR, the “Security Rule” is subpart C (beginning with § 164.302), the “Breach Notification Rule” is subpart D (beginning with § 164.400), and the “Privacy Rule” is subpart E (beginning with § 164.500).

“Key” or **“Keying”** means the process by which Contractor or HCA enters the data of Enrollees directly into a computer system of HCA’s choice.

“PEBB” means the Public Employees Benefits Board.

“PEBB Insurance Coverage” or **“Insurance Coverage”** shall have the meaning set forth in WAC 182-12-109.

“PEBB Program” shall have the meaning set forth in WAC 182-12-109.

“PEBB Rules” means all applicable statutory and regulatory eligibility, enrollment, and appeals requirements in Chapter 41.05 RCW, and Chapters 182-08, 182-12, and 182-16 WAC.

“PEBB Wellness Incentive Program” shall mean the wellness program described and governed by WAC 182-12-300.

“Plan Year” means the calendar year, beginning January 1st and ending December 31st.

“Premium Surcharge” shall have the meaning set forth in WAC 182-12-109.

“Protected Health Information” or **“PHI”** has the same meaning as in the HIPAA Rules except that in this Contract the term includes only information created by Contractor, or received from or on behalf of HCA, and relating to Employees or their Dependents.

“Rate Book” means the then current PEBB rate tables showing contributions rates, surcharges, and premiums for all eligible persons covered by PEBB (for instance, State Actives, Retirees, and COBRA).

“RCW” means the Revised Code of Washington. Any references to specific titles, chapters, or sections of the RCW includes any substitute, successor, or replacement title, chapter, or section.

“WAC” means the Washington Administrative Code. Any references to specific titles, chapters, or sections of the WAC includes any substitute, successor or replacement title, chapter, or section.

3. WARRANTY

Contractor represents and warrants it has authority to purchase benefits on behalf of its Employees, and it meets the criteria for purchasing benefits on behalf of its Employees as provided by Chapter 41.05 RCW, RCW 41.04.205, Chapter 182-08 WAC, and Chapter 182-12 WAC.

4. PERIOD OF PERFORMANCE

The terms of this Agreement begins on the latest date of execution by a party (“Effective Date”) and will remain in effect until the parties enter into a new agreement or terminate this Agreement pursuant to Section 31.

5. OBLIGATIONS OF CONTRACTOR

A. Responsibility For Enrollment and Enrollment Data

- i. Contractor must determine the eligibility of its Employees and their Dependents for PEBB Insurance Coverage in accordance with Appendix A, Eligibility Rules for Contractor.
- ii. Contractor must review any collective bargaining agreement, employment agreement, or other agreement affecting the rights of, or granting rights to, its Employees to ensure that enrolling in PEBB Insurance Coverage conforms to the terms and conditions of such agreement(s).
- iii. Contractor will provide HCA all required information to ensure the accurate Keying in of benefits in accordance with the terms of Section 10 of this Agreement, and for HCA to issue accurate invoices.
- iv. Upon HCA’s request, Contractor will furnish HCA with enrollment forms and supporting documentation no later than fifteen (15) Business Days after HCA sends the request.
- v. Contractor will promptly cooperate with any reasonable HCA requests to verify the accuracy of enrollment information.
- vi. Contractor will supplement and update enrollment information within five (5) Business Days after any changes occur. If Contractor submits enrollment information showing a change in an Enrollee’s enrollment status after the 20th of the month, that change may not be reflected in HCA’s enrollment data and monthly invoice until the subsequent month.
- vii. Contractor understands that the terms of this Agreement will continue to apply if Contractor enters into a new collective bargaining agreement, employment

agreement, or other agreement affecting the rights of, or granting rights to, its Employees. Contractor shall therefore consider the benefits, rights, obligations, requirements, restrictions, and limitations set forth herein, in PEBB Insurance Coverage, and in applicable laws, rules, and regulations when entering into such new agreement. HCA is and shall be under no obligation to grant exceptions to PEBB Rules requested due to the terms or conditions of such new or existing agreement.

- viii. Contractor is responsible for notice and reporting requirements under Internal Revenue Code (“IRC”) §6056 and reporting on behalf of an employer sponsored self-funded plan under IRC§6055.
- ix. Contractor must have and implement a cafeteria plan per IRC §125, and its implementing regulations, to ensure correct tax treatment of monies deposited into a health savings account. Contractor agrees such cafeteria plan will be in effect by the first Effective Date of PEBB Benefits for Employees.

B. PEBB Insurance Coverage Information

- i. Contractor agrees it will provide either (a) the then current Employee Enrollment Guide, or (b) a link to the electronic version of the Employee Enrollment Guide maintained on HCA’s website, within five (5) Business Days of (c) the start date of newly hired Employees, or (d) a change in an Employee’s work pattern such that the Employee’s eligibility status changes.
- ii. Contractor agrees it will provide eligibility information for PEBB Insurance Coverage to Employees within five (5) Business Days of (a) start date of newly hired employees, or (b) a change in an Employee’s work pattern such that the Employee’s eligibility status changes. Such notice will include a description of Contractor’s eligibility appeal process required under Section 5.H.
- iii. Contractor may produce its own additional materials on PEBB Insurance Coverage for its Employees. Any such materials must first receive written approval from HCA before being provided to Employees. In addition, Contractor must annually submit all material, including any previously approved materials, by September 15.
- iv. As set forth in WAC 182-12-116, Employees are not eligible to participate in the benefits provided under the Salary Reduction Plan as authorized under Chapter 41.05 RCW.

C. Remittance

- i. Contractor shall remit the monthly Premium, Premium Rate Owed When an Employee Waives Medical, Employer Group Rate Surcharge, and the full amount of any Premium Surcharges (*see*, Section 7), within twenty (20) days of the end of each month of the Coverage Period. Partial payment by Contractor will be deemed nonpayment.

- ii. Contractor shall be solely responsible for collecting from Employees (a) any applicable Premium Surcharge, and (b) any Employee share of the Premium.
- iii. Contractor shall be solely responsible for refunding any charge paid by the Employee to Contractor and not remitted to HCA.
- iv. Any and all deductions made by Contractor from an Enrollee's salary for the payment of premiums for (a) Life insurance, (b) Long Term Care, and/or (c) Long Term Disability, must be made on a post-tax basis.

D. Resolving Discrepancies

- i. If Contractor determines that an invoiced amount does not match the amount to be paid by Contractor for a Coverage Period, Contractor must submit a Payment Discrepancy Reporting Form to HCA to correct Contractor's account. The form may be obtained at HCA's Perspay website forms page.
- ii. When an Enrollee's enrollment in PEBB Insurance Coverage is terminated, or the Employee's salary changes, Contractor agrees to submit an Insurance Eligibility System Adjustment Form to HCA. The form may be obtained at HCA's Perspay website forms page.
- iii. Contractor is solely responsible for the completeness and accuracy of all forms it sends to HCA.

E. Benefits Limitations

- i. For any PEBB Insurance Coverage in which an Employee can enroll, Contractor will ensure that such benefits are the only Contractor-sponsored benefits available to its PEBB Insurance Coverage eligible Employees. Contractor may purchase benefits from third parties only if (a) such benefits are not included in the PEBB Insurance Coverage, or (b) are not otherwise offered or available under this Agreement.
- ii. Contractor shall not transfer Employees to other similar or competing benefits while this Agreement is in effect. HCA will only consider transfers for all of Contractor's Enrollees, and will not approve any proposed transfer of individual Employees and their Dependents.
- iii. Contractor shall not pay premiums related to optional Long Term Disability (LTD) or optional Life insurance benefits purchased from PEBB-contracted LTD and Life insurance vendors.

- iv. Contractor shall not pay any Premium Surcharges on behalf of its Employees. Employees are solely responsible for the timely payment of any applicable Premium Surcharges.

F. Certification of Eligibility

- i. Contractor represents and warrants all Enrollees meet PEBB Rules throughout the enrollment term.
- ii. Contractor represents and warrants that it has reviewed the PEBB Rules and determined that enrolling in the PEBB Insurance Coverage does not violate or conflict with any collective bargaining agreement, employment agreement, or other agreement affecting the rights of, or granting rights to, its Employees.

G. Employer Group Scope

The following group(s) of Employees and their Dependents will be provided Insurance Coverage pursuant to this Agreement:

Kitsap Public Health District – All employees

Contractor may not extend eligibility for Insurance Coverage to any person outside of the defined group(s) of Employees and their Dependents without the express, written consent of HCA.

H. Appeal Rights

- i. Contractor agrees it will establish an appeal system for its Enrollees who are denied by Contractor all or part of benefits under the PEBB Insurance Coverage. Contractor agrees it will provide Enrollees notice of the opportunity to appeal at the time of such denial. Within five (5) Business Days of a request by HCA, Contractor will provide HCA a description of its appeal process and a copy of the form or template used by Contractor to provide such notices.
- ii. In accordance with WAC 182-16-025(2), Contractor is responsible for adjudicating appeals for its Employees on decisions made by the Contractor with regard to PEBB eligibility, enrollment, or a premium surcharge.
 - (a) Contractor must provide information to Enrollees to direct to HCA appeals arising from aggrieved decisions regarding life insurance, LTD insurance, eligibility to participate in the PEBB wellness incentive program, or eligibility to receive PEBB wellness incentive.
 - (b) When Enrollees want to appeal an aggrieved decision regarding the administration of a PEBB Insurance Coverage, Contractor must direct the Enrollee to the appeal provisions of the plan.

- iii. Enrollee appeals arising from alleged errors in LTD benefits, Life benefits, eligibility to participate in the PEBB Wellness Incentive Program, or eligibility to receive a PEBB Wellness Incentive will be referred to HCA in accordance with WAC 182-16-025.
- iv. Enrollee appeals arising from alleged errors in completion of PEBB Wellness Incentive Program requests, or a request for a reasonable alternative to a PEBB Wellness Incentive requirement, will be referred to the third party under contract with HCA to administer the PEBB Wellness Incentive Program.
- v. Contractor agrees to furnish any information and documentation related to individual appeals to HCA upon HCA's request. Such information and documents will be provided at no cost.
- vi. Contractor will implement any determination made by HCA following an appeal to HCA.

6. OBLIGATIONS OF HCA

A. Provision of Benefits

HCA agrees to provide the following PEBB Insurance Coverage benefits indicated below to Contractor's PEBB enrollees:

- ☒ PEBB Medical benefits (including the PEBB Wellness Incentive Program) only.
- ☐ PEBB Medical (including the PEBB Wellness Incentive Program), Dental, Life, LTD, property and casualty insurance, and LTC (not currently accepting new enrollment) benefits.

B. Provision of Rate Book; Notice of Changes

HCA shall either (i) publish the Rate Book on its Internet site; or (ii) provide Contractor the Rate Book (a) prior to the enrollment start date indicated in Section 8.B. and (b) at least fifteen (15) calendar days prior to the effective date of any changes to the fees and charges listed in Section 7.

C. Invoicing

HCA will issue invoices on a monthly basis to Contractor. The invoice amount will be based on the enrollment information provided by Contractor.

7. HCA CHARGES

A. Start-Up Fee

Contractor shall pay a one-time start-up fee as authorized by WAC 182-08-245(1)(a) and set forth in the Rate Book ("Start-Up Fee"). The Start-Up Fee shall be due and payable on the Effective Date.

B. Employer Group Rate Surcharge

Pursuant to RCW 41.05.050(2), HCA has developed an Employer Group Rate Surcharge to be paid by participating counties, municipalities, other political subdivisions, and tribal governments, including Contractor. The Employer Group Rate Surcharge to be paid by Contractor will be calculated as set forth in the Rate Book then in effect for the Plan Year.

C. Premium Surcharge

HCA collects Premium Surcharges in accordance with the requirements of WAC 182-08-185. The amount of the Premium Surcharge shall be set in the Rate Book.

D. Premium Rates Owed When an Employee Waives Medical

For Employees who waive the PEBB Medical benefit, HCA requires Contractor to pay a Premium Rate Owed When an Employee Waives Medical. The amount of the Premium Rate Owed When an Employee Waives Medical shall be set in the Rate Book.

8. INITIAL EFFECTIVE DATE OF BENEFITS

A. Contractor agrees that before Employees and Dependents may be enrolled in Insurance Coverage, it will:

- i. Remit to HCA the required Start-up Fee,
- ii. Sign this Agreement,
- iii. Determine Employee and Dependent eligibility and terms of enrollment for Insurance Coverage in accordance with the criteria outlined in this Agreement,
- iv. Determine eligibility in order to ensure the Insurance Coverage's continued status as a "governmental plan" under Section 3(32) of ERISA (as amended),
- v. Comply with the benefits limitations in Section 5.E. of this Agreement, and
- vi. Determine that enrolling in the Insurance Coverage does not violate or conflict with any collective bargaining agreement, employment agreement, or other agreement affecting the rights of, or granting rights to, its Employees.

B. The start date of enrollment for Contractor's initial Enrollees is **January 1, 2017**, provided all contractual and regulatory requirements are completed on or before that date.

9. CONTRACT MANAGEMENT

The following individuals will be the Contract Managers responsible for communicating with the other party regarding this Agreement and its performance. The named Contract Manager for Contractor must have authority to act on behalf of Contractor for purposes of participation in the Insurance Coverages and must have access to information regarding Enrollees.

The Contract Manager for HCA is:

Name: Amy Corrigan
Title: Outreach & Training Manager
Address: PO Box 45530
 Olympia, WA 98504-5530
Phone: 1-800-700-1555
Email: amy.corrigan@hca.wa.gov

The Contract Manager for Contractor is:

Name: Karen Holt
Title: HR Manager
Address: 345 6th Street, Suite 300
 Bremerton, WA 98337-1866
Phone: 360-728-2294
Email: karen.holt@kitsappublichealth.org

Each party must provide written notice of any changes to its designated Contract Manager, or in the Contract Manager's contact information, no later than thirty (30) days after such change occurs.

10. KEYING IN DATA

- A.** HCA agrees to Key in Contractor's data if the initial number of Employees is less than seventy-five (75), and will continue to do so as long as the number of Employees remains less than seventy-five (75). If the number of Employees equals or exceeds that number, Contractor agrees to assume responsibility for Keying in data. HCA agrees to provide ongoing training and support to Contractor's designated Employees on Keying in data.
- B.** If HCA is Keying in data pursuant to the terms of this section, Contractor agrees to provide HCA with all information requested by HCA for the accurate Keying in of data.
- C.** Contractor must (i) Key in all requests to waive enrollment in Insurance Coverage; or (ii) if HCA is Keying in data, provide HCA with all information requested by HCA.
- D.** If the initial number of Employees is equal to or greater than seventy-five (75), then Contractor shall Key in data for the term of this Agreement. At HCA's sole discretion, it may perform the initial Keying of Enrollee information prior to the initial effective date of Insurance Coverage as set forth in Section 8.B. If the number of Employees is subsequently reduced to less than seventy-five (75), Contractor shall continue Keying in data unless the parties otherwise agree in writing.

- E.** Contractor may not subcontract or assign its Keying in tasks to a third party without the express, written consent of HCA.
- F.** Regardless of which party is Keying in data pursuant to the terms of this section, Contractor will be responsible for errors made Keying in any and all applicable Enrollee data, including additional charges under this Agreement, payment of any amounts to Employees or Enrollees, and any other claim, judgment, penalty, fee, or fine arising out of such error. Upon discovery of any such error, or upon receiving notice of such error from HCA, Contractor has five (5) Business Days to (i) if Contractor is Keying in data, correct the erroneous data, or (ii) if HCA is Keying in the data, to provide HCA with corrected information in writing.
- G.** Contractor may not Key in retroactive changes to an Enrollee's Insurance Coverage benefits. If Contractor determines that an Enrollee's benefits must be retroactively changed, such as after an appeal, within thirty (30) days of determining a need for such change, Contractor will provide HCA with a written request (i) stating the retroactive change sought, (ii) enumerating the grounds for such change, and (iii) including any other documentation supporting the change.

11. AMENDMENTS

This Agreement may be amended by written mutual agreement of the parties. Such amendments will not be binding, and no payments will be made under an amendment's terms, unless the amendment is signed by authorized agents of HCA and Contractor.

12. ASSIGNMENT

- A.** Contractor cannot assign its responsibilities under this Agreement to a third party without the prior written consent of HCA. HCA's written consent, which shall not be unreasonably withheld, can condition an assignment on proof that the assignee's qualifications and ability to perform is at least equal to those of Contractor. Such assignment shall not operate to relieve Contractor of the performance of any of its duties and obligations hereunder, and such assignment shall not affect any remedies available to HCA that may arise from any breach of any provision in this Agreement.
- B.** HCA may assign all or any part of this Agreement to any public agency, commission, board, or the like, within the political boundaries of the State of Washington, provided that such assignment shall not operate to relieve HCA of any of its duties and obligations hereunder.

13. ATTORNEY'S FEES

In the event of litigation or other action brought to enforce the terms of this Agreement, each party shall bear its own costs and attorney's fees.

14. CHANGE IN PERSONNEL

As soon as reasonably possible, but no later than thirty (30) days, Contractor shall provide HCA notice of any changes to Contractor's key personnel, including, but not limited to, key personnel in human resources, payroll, and Contractor's Contract Manager.

15. CONFIDENTIAL INFORMATION AND PROTECTED HEALTH INFORMATION

Contractor is required to comply with the terms of the Business Associate Agreement incorporated into this Agreement as Exhibit A, and other applicable federal and state laws and administrative regulations governing use of Confidential Information and Protected Health Information. Contractor agrees to limit access to Confidential Information and Protected Health Information to the minimum amount of information necessary, to the fewest number of people, and for the least amount of time required to perform its duties under this Agreement. The obligations set forth in this Section shall survive the termination or expiration of this Agreement.

16. CONFORMANCE

If any provision of this Agreement conflicts with any applicable state or federal law or regulation, the Agreement language is amended to conform to the minimum requirements of the conflicting law or regulation. A provision of this Agreement that is stricter than such laws or regulations will not be deemed a conflict.

17. DISPUTES

- A.** The parties shall use good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will continue, without delay, to carry out their respective responsibilities under this Agreement while attempting to resolve any dispute.
- B.** The respective Contract Managers for each party will first attempt to resolve the dispute. Either Contract Manager will provide notice of a request to meet to resolve the matter in dispute. Such notice will include a brief summary of the disputed issue, each parties' position, and a proposed resolution.
- C.** If the Contract Managers cannot resolve the dispute within ten (10) Business Days after the initial request for a meeting, then either party may submit a request for a dispute resolution to the HCA Contract Administrator. The contact information for the HCA Contract Administrator is as follows:

HCA Contract Administrator
Address: Post Office Box 42702
Olympia, WA 98504-2702
Phone: (360) 725-1271
E-mail: contracts@hca.wa.gov

D. A party's request for a dispute resolution must be in writing and must clearly state all of the following:

- i. The disputed issue(s);
- ii. Any additional facts necessary to explain completely and accurately the nature of the dispute; and
- iii. A description of the remedies sought.

E. The HCA Contract Administrator shall oversee the following Dispute Resolution Process:

Within thirty (30) days after the submission of a request for dispute resolution,

- i. HCA shall appoint a representative to a Dispute Board;
- ii. Contractor shall appoint a representative to the Dispute Board;
- iii. HCA's and Contractor's representatives shall mutually agree on a third person to chair the Dispute Board.

The Dispute Board shall thereafter decide the dispute within thirty (30) days of the date the Dispute Board was created, with the majority prevailing.

F. The Dispute Board will review the facts, the terms of the Agreement, and applicable statutes and rules, and make a determination resolving the dispute within the authority of applicable statutes, rules, administrative policies, and written guidance provided by PEBB Program.

G. The dispute resolution process set forth in this Section is in addition to and not in replacement of any other rights, duties, and obligations set forth in this Agreement. The time frame for a party to cure any breach of the terms of the Agreement or comply with any corrective action plan shall not be tolled by the pendency of any dispute resolution procedures.

18. ENTIRE AGREEMENT

This Agreement, together with all of its Schedules, Exhibits and Attachments, constitutes the final, complete and exclusive statement of the agreement of the parties relative to the subject matter hereof, and supersedes all previous or contemporaneous oral and written proposals, negotiations, representations or understandings, including any preceding Interlocal Agreements, amendments, or other agreements between HCA and Contractor in connection with enrollment in the PEBB Insurance Coverage.

19. FORCE MAJEURE

A. Neither party will be liable for failure to perform under this Agreement if such failure arises out of events beyond the control of, and without the fault or negligence of, the non-performing party. Such causes may include, but are not limited to: fires, floods,

earthquakes, landslides, riots, strikes or labor disputes, major epidemics, acts of God, war, terrorist acts, embargoes, or any other similar event.

- B.** This provision will become effective only if the party failing to perform notifies the other of the extent and nature of the problem no later than seventy-two (72) hours after discovery of the event, and takes reasonable steps to limit any delay in performance of this Agreement caused by the event. The notifying party is only excused from the requirements of this Section when the failure to notify is beyond the control and without the fault or negligence of the notifying party.
- C.** Nothing in this Section shall be construed to prevent HCA from terminating this Agreement for reasons other than for default during the period of the events set forth above, or for default, if such default occurred prior to such event.

20. GOVERNING LAW AND VENUE

This Agreement will be governed by, and be construed and interpreted in accordance with, the laws of the State of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder shall be exclusively in the Superior Court for the State of Washington and the venue of any action brought under this Agreement will be the Superior Court for Thurston County in the State of Washington.

21. INCORPORATION BY REFERENCE

The parties agree the following materials are incorporated in this Agreement by reference:

- A.** Business Associate Agreement (Exhibit A)

This list is an exclusive list of the documents the parties agree are incorporated by reference as of the execution date of this Agreement. The parties may not incorporate any additional documents or materials into this Agreement unless they follow the procedures for modifying this Agreement under Section 11.

22. INDEMNIFICATION AND HOLD HARMLESS

Contractor shall defend, indemnify, and hold HCA harmless from and against all claims, including reasonable attorneys' fees resulting from such claims, for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, or agents, in the performance of this Contract. Contractor's obligation to defend, indemnify, and hold HCA harmless shall not be eliminated or reduced by any alleged concurrent HCA negligence.

23. INDEPENDENT CAPACITY

Contractor and his or her employees or agents performing under this Agreement are not employees or agents of HCA or the State of Washington. Neither Contractor nor any of its

employees or agents performing under this Agreement will hold themselves out as, or claim to be, officers or employees of HCA or the State of Washington by reason of this Agreement. Contractor, its employees, and its agents will not make any claim of right, privilege, or benefit that would accrue to employees of the State of Washington or HCA under law. Contractor acknowledges and certifies that neither HCA nor the State of Washington is a guarantor of any obligations or debts of Contractor.

24. ORDER OF PRECEDENCE

In the event of an inconsistency between the terms of this Agreement, the incorporated Exhibits, or any applicable statute or regulation, the inconsistency will be resolved by giving precedence in the following order:

- A.** Applicable federal statutes and regulations;
- B.** Applicable Washington statutes and regulations;
- C.** Any term or condition in this Agreement;
- D.** Any Exhibit(s) or Appendix(-ices) to this Agreement in alphabetical order; and
- E.** Any other provision, term, or material incorporated herein by reference or otherwise incorporated.

25. NOTICES

- A.** Whenever one party is required to give notice to the other under this Agreement, notice shall be deemed given if mailed by United States Postal Service, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
 - i. In the case of notice to Contractor, notice will be sent to:

Attention: Karen Holt
Kitsap Public Health District
345 6th Street, Suite 300
Bremerton, WA 98337-1866
 - ii. In the case of notice to HCA, the notice must be sent to the Contract Manager at the mailing address included in Section 9 of this Agreement.
- B.** Notices shall be effective on the date delivered, as evidenced by the return receipt or the date returned to the sender for non-delivery other than for insufficient postage.
- C.** Either party may change its address for notification purposes at any time by mailing a notice in accordance with this Section. Changes made pursuant to this subsection will be effective on the tenth (10th) Business Day following receipt of the notice unless a later date is specified in the notice.

26. RECORDS MAINTENANCE AND OWNERSHIP

- A.** The parties will each maintain books, records, documents, and other materials that sufficiently reflect all direct and indirect costs expended by either party in the performance of the service(s) described in this Agreement. When either party requests, these records will be presented in a timely manner for inspection, review, or audit by personnel of both parties and other personnel duly authorized by state or federal law.
- B.** All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after the expiration of this Agreement. At no additional cost to HCA or the State of Washington during this period, the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties will have full access to and the right to examine any of the retained books, records, documents, and other materials.
- C.** If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained for one (1) year after all litigation, claims, or audit findings involving the records have been resolved.
- D.** Unless otherwise agreed, records and other documents, in any medium, furnished by one party to the other will remain the property of the furnishing party. The receiving party will not disclose or make available this material to any third parties without first giving the furnishing party timely notice and a reasonable opportunity to respond.
- E.** Each party will utilize reasonable security procedures and protections to ensure that records and documents are not erroneously disclosed to third parties as required under Exhibit A as well as any applicable state and federal laws.

27. PUBLIC RECORDS ACT

Both parties acknowledge that this Agreement is subject to the applicable provisions of the Washington State Public Records Act (Chapter 42.56 RCW) and its exceptions, and is a “public record” as defined in RCW 42.56.010. An unredacted copy of this Agreement will be released if HCA or a court of competent jurisdiction determines releasing such a copy is responsive to a public records request under the Public Records Act.

28. PRIVACY LAWS

Contractor will comply with all applicable privacy laws, including but not limited to the Health Insurance Portability and Accountability Act and its implementing regulations, the Washington State Uniform Health Care Information Act (Chapter 70.02 RCW), and the Washington State Patient Bill of Rights (RCW 48.43.500).

29. SEVERABILITY

If a court of appropriate jurisdiction invalidates any provision of this Agreement or any provision of any document incorporated by reference, such invalidation will not affect the other provisions of this Agreement still operational under applicable law without the invalid provision.

30. SURVIVAL

Any terms of this Agreement that would, by their nature or through the express terms of the Agreement, survive the expiration or termination of the Agreement shall so survive, including the terms of the Business Associate Agreement and Sections 3, 13, 15, 22, 26, and 28.

31. TERMINATION

A. Termination For Convenience

- i. Beginning one year after the Effective Date, Contractor may terminate this Agreement for its convenience, but only if the effective date of such termination is (a) December 31st, or (b) another date agreed to in writing by HCA. Contractor must give HCA written notice of its intent to terminate no later than sixty (60) Days prior to the effective date of termination. The written notice must include documentation from the board of directors or the legislative body governing Contractor indicating the authority to terminate the Agreement.
- ii. At any time, HCA, at its sole discretion, may terminate this Agreement in whole or in part by providing twenty-eight (28) Days written notice to Contractor.

B. Termination for Nonpayment

- i. If payment of an undisputed amount invoiced by HCA or an HCA contracted vendor is more than sixty (60) Days delinquent, Contractor will receive a written notice. If HCA or such vendor does not receive the entirety of the overdue amount from Contractor within thirty (30) Days of receipt of such notice, Contractor and each Enrollee may be disenrolled from PEBB Medical (including the PEBB Wellness Incentive Program), Dental, Life, and LTD insurance effective the last day of the last month for which full payment is received.
- ii. Upon disenrollment, HCA will send notification to both Contractor and each affected Enrollee. Any partial payment made by Contractor for the month of termination will be refunded by HCA to Contractor. Claims incurred by Enrollees after disenrollment will not be covered.
- iii. HCA reserves the right to recover from Contractor any expenses incurred by HCA as a result of Contractor's nonpayment of the monthly amount invoiced by HCA.

C. Termination for Cause

- i. In the event Contractor violates any material term or condition of this Agreement, including Exhibit A, fails to fulfill in a timely and proper manner its material obligations under this Agreement, HCA has the right to suspend or terminate this Agreement, in whole or in part.
- ii. HCA has the right to suspend or terminate this Agreement, in whole or in part, upon learning that Contractor provided false or incomplete information during the employer group application process.
- iii. If Contractor fails to apply the PEBB Rules, HCA shall give Contractor written notice of such failure. Upon receipt of such notice, HCA and Contractor will work together to develop a corrective action plan to cure such failure. The parties will have ten (10) Business Days to finalize such a plan, and HCA will have sole discretion to extend this period. If no agreed upon plan is developed in such period, HCA may terminate this Contract by written notice.
- iv. After a corrective action plan is approved, Contractor will have thirty (30) Days to implement such plan and apply the PEBB Rules as required under this Agreement. If Contractor's failure or violation is not so corrected, HCA may terminate this Agreement by written notice.

D. Parties' Responsibilities after Termination of Agreement

- i. Upon termination of this Agreement for any reason, Contractor will assume all responsibilities for maintaining benefits for its Employees, their dependents, and retirees as may be required by legal or contractual obligations Contractor may have to such Employees, dependents, or retirees.
- ii. Upon termination of this Agreement for any reason, Enrollees, or retirees included in the transfer unit when this Agreement took effect, cease to be eligible for Insurance Coverage as of the date the Agreement ends. Such Enrollees and retirees may not continue their enrollment in Insurance Coverage beyond the last day of the month in which the Agreement terminated.
- iii. If Contractor later decides it wants to again enroll Employees and their Dependents in Insurance Coverage, Contractor must re-apply and meet HCA's then existing employer group participation criteria.

32. IMMUNITY

Nothing in this Agreement shall be construed as a waiver (A) by HCA of the State of Washington's immunity under the 11th Amendment to the United States Constitution, or (B) by any Indian Nation of its sovereign immunity.

33. WAIVER

A failure by any party to enforce its rights under this Agreement will not be deemed a waiver by that party as to subsequent enforcement of rights. A waiver must be in writing, signed by an authorized representative for the waiving party, and identify which right(s) the party is waiving. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement.

APPENDIX A
ELIGIBILITY RULES FOR CONTRACTOR

The PEBB Rules that Contractor must use in determining the eligibility of Employees and Dependents for the PEBB Insurance Coverage are as follows:

- 1) Title 182 WAC, and
- 2) Any additional policies, procedures, or written guidance issued by the PEBB Program.

EXHIBIT A BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT is made between **Kitsap Public Health District** (Business Associate) and the Washington State Health Care Authority (HCA). This Agreement does not expire or automatically terminate except as stated in Section 5, Term and Termination. This Agreement relates to all business relationships between the Business Associate and HCA, unless otherwise agreed. Business Associate is, or may be, a "Business Associate" of HCA as defined in the HIPAA Rules. If there is a conflict between the provisions of this Agreement and provisions of other contracts, this Agreement controls; otherwise, the provisions in this Agreement do not replace any provisions of any other contracts. If the other Contract is terminated, this Agreement nonetheless continues in effect.

This Business Associate Agreement supersedes any existing Business Associate Agreement the Business Associate may have with HCA. It also supersedes any "business associate" section in an underlying Contract.

1 DEFINITIONS

1.1 Access Attempts

Information systems are the frequent target of probes, scans, "pings," and other activities that may or may not indicate threats, whose sources may be difficult or impossible to identify, and whose motives are unknown, and which do not result in access or risk to any information system or Protected Health Information (PHI). Those activities are "Access Attempts."

1.2 Day

"Day" means business days observed by Washington State government.

1.3 Catch-All Definitions

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

1.4 Clients or Individuals

"Clients" or "Individuals" are people who have health or other coverage or benefits from or through HCA. They include Medicaid clients, Public Employees Benefits Board subscribers and enrollees, and others.

1.5 Contract or Underlying Contract

"Contract" or "Underlying Contract" means all agreements between Business Associate and HCA under which Business Associate is a "business associate" as defined in the

Security or Privacy Rules. The terms apply whether there is one such agreement or more than one, and if there is more than one the terms include them all even though a singular form is used except as otherwise specified. The terms include agreements now in effect and agreements that become effective after the effective date of this Agreement.

1.6 *Effective Date*

“Effective Date” means the date of the signature with the latest date affixed to the Agreement.

1.7 *HIPAA Rules; Security, Breach Notification, and Privacy Rules*

“HIPAA Rules” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, as now in effect and as modified from time to time. In part 164 of title 45 CFR, the “Security Rule” is subpart C (beginning with §164.302), the “Breach Notification Rule” is subpart D (beginning with § 164.400), and the “Privacy Rule” is subpart E (beginning with § 164.500).

1.8 *Protected Health Information or PHI*

“Protected Health Information” has the same meaning as in the HIPAA Rules except that in this Agreement the term includes only information created by Business Associate or any of its contractors, or received from or on behalf of HCA, and relating to Clients. “PHI” means Protected Health Information.

2 OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 *Continued Performance*

Business Associate’s Benefits Office will continue to perform its usual and customary assistance to HCA in administering employee benefits, including health coverage, for the agencies’ employees. Throughout performance, Business Associate will act in accordance with the HIPAA Privacy Rules.

2.2 *Limits*

Business Associate will not use or disclose PHI other than as permitted or required by the Contract or this Agreement or as required by law. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI on behalf of, or as necessary for, purposes of the underlying Contract, if such use or disclosure of PHI would not violate the Privacy Rule if done by a Covered Entity and is the minimum necessary.

2.3 *Safeguards*

Business Associate will use appropriate safeguards, and will comply with the Security Rule with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Contract or this Agreement. Business Associate will store and transfer PHI in encrypted form.

2.4 Reporting Security Incidents

- 2.4.1 Business Associate will report security incidents that materially interfere with an information system used in connection with PHI. Business Associate will report those security incidents to HCA within five (5) Days of their discovery by Business Associate. If such an incident is also a Breach or may be a Breach, subsection 2.4 applies instead of this provision.
- 2.4.2 Access Attempts shall be recorded in Business Associate's system logs. Access Attempts are not categorically considered unauthorized Use or Disclosure, but Access Attempts do fall under the definition of Security Incident and Business Associate is required to report them to HCA.
- Since Business Associate's reporting and HCA's review of all records of Access Attempts would be materially burdensome to both parties without necessarily reducing risks to information systems or PHI, the parties agree that Business Associate will review logs and other records of Access Attempts, will investigate events where it is not clear whether or not an apparent Access Attempt was successful, and determine whether an Access Attempt:
- a. Was in fact a "successful" unauthorized Access to, or unauthorized Use, Disclosure, modification, or destruction of PHI subject to this Agreement, or
 - b. Resulted in material interference with Business Associate's information system used with respect to PHI subject to this Agreement, or
 - c. Caused an unauthorized Use or Disclosure.
- 2.4.3 Subject to Business Associate's performance as described in subsection 2.3.2., this provision shall serve as Business Associate's notice to HCA that Access Attempts will occur and are anticipated to continue occurring with respect to Business Associate's information systems. HCA acknowledges this notification, and Business Associate is not required to provide further notification of Access Attempts unless they are successful as described in subsection 2.3.2. above, in which case Business Associate will report them in accordance with subsection 2.3.1 or Section 2.4.

2.5 Breach Notification

- 2.5.1 "Breach" is defined in the Breach Notification Rule. The time when a Breach is considered to have been discovered is explained in that Rule. HCA, or its designee, is responsible for determining whether an unauthorized Use or Disclosure constitutes a Breach under the Breach Notification Rule, and for any notification under the Breach Notification Rule.
- 2.5.2 Business Associate will notify HCA of any unauthorized use or disclosure and any other possible Breach within five (5) Days of discovery. If Business Associate does not have full details at that time, it will report what information it has, and provide full details within fifteen (15) Days after discovery. The initial report may be oral. Business Associate will give a written report to HCA,

however, as soon as possible. To the extent possible, these reports must include the following:

- a. The identification of each individual whose PHI has been or may have been accessed, acquired, or disclosed;
- b. The nature of the unauthorized Use or Disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;
- c. A description of the types of PHI involved;
- d. The investigative and remedial actions the Business Associate or its subcontractor took or will take to prevent and mitigate harmful effects, and protect against recurrence;
- e. Any details necessary for a determination of the potential harm to Individuals whose PHI is believed to have been Used or Disclosed and the steps such Individuals should take to protect themselves; and
- f. Such other information as HCA may reasonably request.

2.5.3 If Business Associate determines that it has or may have an independent notification obligation under any state breach notification laws, Business Associate will promptly notify HCA. In any event, Business Associate will notify HCA of its intent to give any notification under a state breach notification law no fewer than ten (10) business Days before giving such notification.

2.5.4 If Business Associate or any subcontractor or agent of Business Associate actually makes or causes, or fails to prevent, a use or disclosure constituting a Breach within the meaning of the Breach Notification Rule, and if notification of that use or disclosure must (in the judgment of HCA) be made under the Breach Notification Rule, or RCW 42.56.590 or RCW 19.254.010, or other law or rule, then:

- a. HCA may choose to make any notifications to the individuals, to the Secretary, and to the media, or direct Business Associate to make them or any of them.
- b. In any case, Business Associate will pay the reasonable costs of notification to individuals, media, and governmental agencies and of other actions HCA reasonably considers appropriate to protect clients (such as paying for regular credit watches in some cases), and
- c. Business Associate will compensate HCA clients for harms caused to them by the Breach or possible Breach described above.

2.5.5 Business Associate's obligations regarding breach notification survive the termination of this Agreement and continue for as long as Business Associate maintains the PHI and for any breach or possible breach at any time.

2.6 Subcontractors

Business Associate will ensure that any subcontractors or agents that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to protective restrictions, conditions, and requirements at least as strict as those that apply to the Business Associate with respect to that information. Upon request by HCA, Business Associate will identify to HCA all its subcontractors and provide copies of its agreements (including business associate agreements or contracts) with them. The fact that Business Associate subcontracted or otherwise delegated any responsibility to a subcontractor or anyone else does not relieve Business Associate of its responsibilities.

2.7 Access

Business Associate will make available PHI in a designated record set to the HCA as necessary to satisfy HCA's obligations under 45 CFR § 164.524. Business Associate will give the information to HCA within five (5) Days of the request from the individual or HCA, whichever is earlier. If HCA requests, Business Associate will make that information available directly to the individual. If Business Associate receives a request for access directly from the individual, Business Associate will inform HCA of the request within three (3) Days, and if requested by HCA it will provide the access in accordance with the HIPAA Rules.

2.8 Amending PHI

Business Associate will make any amendments to PHI in a designated record set as directed or agreed to by the HCA pursuant to 45 CFR § 164.526, or take other measures requested by HCA to satisfy HCA's obligations under that provision. If Business Associate receives a request for amendment directly from an individual, Business Associate will both acknowledge it and inform HCA within three (3) Days, and if HCA so requests act on it within ten (10) Days and inform HCA of its actions.

2.9 Accounting

Business Associate will maintain and make available to HCA the information required to provide an accounting of disclosures as necessary to satisfy HCA's obligations under 45 CFR § 164.528. If Business Associate receives an individual's request for an accounting, it will either provide the accounting as required by the Privacy Rule or, at its option, pass the request on to HCA within ten (10) Days after receiving it.

2.10 Obligations

To the extent the Business Associate is to carry out one or more of HCA's obligations under the Privacy Rule, it will comply with the requirements of that rule that apply to HCA in the performance of such obligations.

2.11 Books, etc.

Business Associate will make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

2.12 Mitigation

Business Associate will mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate or any of its agents or subcontractors in violation of the requirements of any of the HIPAA Rules, this Agreement, or the Contract.

2.13 Indemnification

To the fullest extent permitted by law, Business Associate will indemnify, defend, and hold harmless the State of Washington, HCA, and all officials, agents and employees of the State from and against all claims of any kind arising out of or resulting from the performance of this Agreement, including Breach or violation of HIPAA Rules.

3 PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

3.1 Limited Use and Disclosure

Except as provided in this Section 3, Business Associate may use or disclose PHI only as necessary to perform the services set forth in the Contract.

3.2 General Limitation

Business Associate will not use or disclose PHI in a manner that would violate the Privacy Rule if done by HCA.

3.3 Required by Law

Business Associate may use or disclose PHI as Required by Law.

3.4 De-Identifying

Business Associate may de-identified PHI in accordance with 45 CFR § 164.514(a)-(c).

3.5 Minimum Necessary

Business Associate will make uses and disclosures of only the minimum necessary PHI, and will request only the minimum necessary PHI.

3.6 Disclosure for Management and Administration of Business Associate

3.6.1 Subject to subsection 3.6.2, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate.

3.6.2 The disclosures mentioned in subsection 3.6.1 above are permitted only if either:

- a. The disclosures are required by law, or
- b. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and

used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and that the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.7 Aggregation

Business Associate may use PHI to provide data aggregation services relating to the health care operations of the HCA, if those services are part of the Contract.

4 ACTIVITIES OF HCA

4.1 Notice of Privacy Practices

HCA will provide a copy of its current notice of privacy practices under the Privacy Rule to Business Associate upon request. HCA will also provide any revised versions of that notice by posting on its website, and will send it upon request.

4.2 Changes in Permissions

HCA will notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

4.3 Restrictions

HCA will notify Business Associate of any restriction on the use or disclosure of PHI that HCA has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Business Associate will comply with any such restriction.

5 TERM AND TERMINATION

5.1 Term

- 5.1.1 This Agreement is effective as of the earliest of:
 - a. The first date on which Business Associate receives or creates PHI subject to this Agreement, or
 - b. The effective date of the Contract, or if there is more than one Contract then the effective date of the first one to be signed by both parties.
- 5.1.2 This Agreement continues in effect until the earlier of:
 - a. Termination of the provision of Services under the Contract or, if there is more than one Contract, under the last of the Contracts under which services are terminated,
 - b. The termination of this Agreement as provided below, or

- c. The written agreement of the parties.

5.2 Termination for Cause

HCA may terminate this Agreement and the Contract (or either of them), if HCA determines Business Associate has violated a material term of the Agreement. The termination will be effective as of the date stated in the notice of termination.

5.3 Obligations of Business Associate upon Termination

The obligations of the Business Associate under this subsection 5.3 survive the termination of the Agreement. Upon termination of this Agreement for any reason, Business Associate will:

- 5.3.1 Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- 5.3.2 Return to HCA or, if agreed to by HCA, destroy the PHI that the Business Associate and any subcontractor of Business Associate still has in any form (for purposes of this subsection 5.3, to destroy PHI is to render it unusable, unreadable, or indecipherable to the extent necessary to establish it is not Unsecured PHI, and Business Associate will provide HCA with appropriate evidence of destruction within ten (10) Days of the destruction);
- 5.3.3 Continue to use appropriate safeguards and comply with the Security Rule with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Agreement, for as long as Business Associate retains any of the PHI (for purposes of this subsection 5.3, If the PHI is destroyed it shall be rendered unusable, unreadable or indecipherable to the extent necessary to establish it is not Unsecured PHI. Business Associate will provide HCA with appropriate evidence of destruction);
- 5.3.4 Not use or disclose any PHI retained by Business Associate other than for the purposes for which the PHI was retained and subject to the same conditions that applied before termination;
- 5.3.5 Return to HCA, or, if agreed to by HCA, destroy, the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; and
- 5.3.6 Business Associate's obligations relating to providing information to the Secretary and other government survive the termination of this Agreement for any reason.

5.4 Successor

Nothing in this Agreement limits the obligations of Business Associate under the Contract regarding giving data to HCA or to a successor Business Associate after termination of the Contract.

6 MISCELLANEOUS

6.1 *Amendment*

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

6.2 *Interpretation*

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

6.3 *HCA Contact for Reporting and Notification Requirements*

Business Associate will address all reporting and notification communications required in this Agreement to:

HCA Privacy Officer

Washington State Health Care Authority

626 8th Avenue SE

PO Box 42700

Olympia, WA 98504-2700

Telephone: 360-725-1116

E-mail: PrivacyOfficer@hca.wa.gov

New or Renewed Contracts for the Period of 11/01/2016 through 11/30/2016

KPHD Contract ID	KPHD Program	Contract Type	Contract Length	KPHB Approved	Contract Amount	Signed Date	Start Date	End Date	Client Contract ID
Active (15 contracts)									
Charleston Southern University									
ID: 1619	Administration, Karen Holt	Agreement	Closed		\$0.00	11/28/16	01/01/17	05/31/17	
Description: Affiliation Agreement provides an experiential learning opportunity to student in order to complement the academic course work with practical experience in the Health Promotion field.									
Comcast									
ID: 1601	Information Technology, Robert Hinton	Agreement	Closed		\$12,383.60	11/28/16			
Description: Business Service Order Agreement (BSOA) for Comcast VOIP: Activation and installation of 13 basic lines for \$168.80 for a term of 36 months at \$339.30/month. The SOA will cost \$12,383.60. Business Trunks Service Order Agreement for trunk lines at \$433.00/month for term of 36 months will cost \$15,588.									
Dungeness Valley Health and Wellness Center									
ID: 1587		Subcontract	Closed		\$3,500.00	11/07/16	09/30/16	09/29/17	
Description: Subcontract with KPHD under CDC's State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease, and Stroke (1422). DVHWC nurse educators to provide 45 hours of classes focused on dietary approaches and life style changes to prevent and lessen hypertension.									
Hood Canal Coordinating Council									
ID: 1620	PIC, Stuart Whitford	Contract for Services	Closed	11/01/16	\$10,000.00	11/08/16	12/08/16	12/31/16	
Description: The District will utilize \$10,000 of Hood Canal Coordinating Council Near Term Action funding to provide up to \$250 rebates for priority properties to inspect septic tanks and / or install rsers on septic tanks in Kitsap County's Hood Canal shoreline. (Voucher program).									
Iron Mountain									
ID: 1628	Information Technology, Ed North	Amendment	Open Ended			11/21/16	10/01/16	09/30/17	
Description: Amendment 2 Data protection and recovery. Value/cost of contract varies with usage per the fee schedule with a minimum monthly charge of \$152.63.									
Jamestown S'Klallam									
ID: 1581		Subcontract	Closed		\$5,000.00	11/21/16	09/30/16	09/29/17	
Description: DOH Year 3 Subcontract with KPHD under CDC's State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease, and Stroke (1422). Subcontractor to promote healthier food access at Tribal venues.									
Kitsap Mental Health									
ID: 1615	Assessment and Epidemiology, Siri Kushner	Amendment	Closed		\$3,600.00	11/02/16	03/01/16	10/31/17	
Description: Amendment extends the period of performance and adjusts the hourly rate of compensation. Partnership to research and develop measures and data collection tools to evaluate Kitsap Co Crisis Triage and Withdrawal Management Center									
ID: 1588	Chronic Disease Prevention, Katie Eilers	Subcontract	Closed		\$14,000.00	11/02/16	09/30/16	09/29/17	
Description: Subcontract with KPHD under CDC's State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease, and Stroke (1422). KMHS will train 6 peer navigators in Health Navigator Certification Training Program.									
Olympic College									
ID: 1629	Community Health, Suzanne Plemmons	Contract for Services	Closed		\$2,493.00	11/03/16	01/01/17	03/23/17	
Description: The District to offer education services to students in BNURS 409, Community Health Nursing and Population Assessment Theory for winter quarter.									


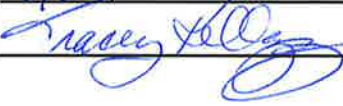
New or Renewed Contracts for the Period of 11/01/2016 through 11/30/2016

KPHD Contract ID	KPHD Program	Contract Type	Contract Length	KPHB Approved	Contract Amount	Signed Date	Start Date	End Date	Client Contract ID
Olympic Educational Service District									
ID: 1624	Community Health, Katie Eilers	Contract for Services	Closed	12/06/16	\$57,418.00	11/10/16	11/01/16	10/31/17	
Description: KPHD to provide professional services, training, and technical assistance appropriate to the needs of Head Start, Early Head Start, and ECEAP staff and enrollees, including public health nurse support to Early Head Start Home Based services to 42 eligible families.									
Peninsula Community Health Services									
ID: 1585	Chronic Disease Prevention, Katie Eilers	Subcontract	Closed		\$16,000.00	11/14/16	09/30/16	09/29/17	
Description: Subcontract with KPHD under CDC's State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease, and Stroke (1422). Subcontractor to implement pharmacist-based HTN management program and crosswalk Hypertension, Hemoglobin A1C, and Fasting Blood Glucose data.									
Pierce County									
ID: 1564	Food and Living Environment, Jim Zimny	Interlocal/Interagency	Closed	11/01/16		11/15/16	01/01/17	12/31/21	1059-05
Description: Tacoma-Pierce Health Dept. to provide online food worker training, testing and card issuance services and remit monies owed to the District as allowed by the fee schedule.									
University of Washington									
ID: 1644	Administration, Keith Grellner	Agreement	Open Ended		\$0.00	11/30/16	02/01/17	02/01/20	
Description: Review of open-ended Affiliation Agreement with University of Washington, School of Medicine									
Volunteers in Medicine of the Olympics									
ID: 1583	Chronic Disease Prevention, Katie Eilers	Subcontract	Closed		\$15,000.00	11/16/16	09/30/16	09/29/16	
Description: Subcontract with KPHD under CDC's State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease, and Stroke (1422). Subcontractor to implement DPP program at VIMO clinic, open program Growing Healthy participants and others with prediabetes.									
Washington State DOH									
ID: 1617	Administration, Scott Daniels	Amendment	Closed	11/01/16	\$639,103.00	11/07/16	01/01/15	12/31/17	C17113
Description: Amendment 11 to DOH Consolidated Contract. Amends Scope of Work for PHEPR, HIV Client Services, and NEP Onsite Sewage Management Round 6 and adds \$29,236 additional compensation for new maximum compensation of \$4,069,796.									

Kitsap Public Health Board Meeting
Date: January 03, 2017

CONSENT AGENDA ITEM: Warrant and EFT Registers

Approvals:

	Signature	Date
Administrator		12/20/16
Finance Manager		12/20/16

Recommended Motion: Approval

Items:

Type	Warrant/Electronic Fund Transfer Date	Beginning Warrant Number	Ending Warrant Number	Total Amount
Accounts Payable	11/29/2016	3712649	3712665	\$19,804.53
Accounts Payable	11/30/2016	DD52405	DD52418	\$3,254.96
Accounts Payable	11/21/2016	3712264	3712276	\$43,967.08
Accounts Payable	11/22/2016	DD52206	DD52222	\$13,115.35
Accounts Payable	11/14/2016	3711585	3711602	\$70,137.15
Accounts Payable	11/15/2016	3711423	3711424	\$66.60
Accounts Payable	11/15/2016	DD51800	DD51815	\$7,676.09
Accounts Payable	11/7/2016	3711162	3711182	\$85,680.24
Accounts Payable	11/8/2016	DD51535	DD51548	\$21,022.90
Accounts Payable Total				\$264,724.90
Payroll Benefits	11/30/2016	3712440	3712461	\$117,650.62
Payroll Benefits	11/30/2016	DD52282	DD52282	\$10,147.04
Payroll Benefits Total				\$127,797.66
Payroll	11/30/2016	N/A	N/A	\$375,905.11
Payroll	11/30/2016	N/A	N/A	\$3,293.73
Payroll Total				\$379,198.84
			Grand Total	<u>\$771,721.40</u>

Kitsap Public Health Board Action:

- ☐ Approve
- ☐ Deny
- ☐ Table / Continue

	Signature	Date
Kitsap Public Health Board Chair		

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<u>Department</u>	<u>Vendor Number</u>	<u>Vendor Name</u>	<u>Purchase Order</u>	<u>Voucher Number</u>	<u>Pay Itm</u>	<u>Warrant Number</u>	<u>Wrt Typ</u>	<u>Check/ Itm Date</u>	<u>Warrant Amount</u>
total									<u>12,166.57</u>
Department 95969									
total									<u>19,804.53</u>

WARRANTS BY DEPARTMENT
A/P USE THIS REPORT FOR SORTING
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Department 95969

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
Department 95969 00969 95969 Kitsap Public Health Di	397906	BALTAZAR, ELYA		1403790	001	52405	PT	11/29/16	101.52
Warrant 52405 total									101.52
	216294	BANIGAN, LESLIE		1403791	001	52406	PT	11/29/16	24.60
Warrant 52406 total									24.60
	227674	HOLDCROFT, JODIE		1403793	001	52407	PT	11/29/16	801.36
Warrant 52407 total									801.36
	359597	JONES, KIMBERLY D.		1403794	001	52408	PT	11/29/16	282.96
Warrant 52408 total									282.96
	407981	LARRABEE, ANGIE C		1403795	001	52409	PT	11/29/16	59.40
Warrant 52409 total									59.40
	285101	LYTLE, ROSS		1404119	001	52410	PT	11/29/16	96.66
Warrant 52410 total									96.66
	400663	OLSON, SARAH R.		1403796	001	52411	PT	11/29/16	122.20
Warrant 52411 total									122.20
	407563	OSBORN, AMANDA N		1404120	001	52412	PT	11/29/16	91.26
Warrant 52412 total									91.26
	328673	OUTHWAITE, MINDI		1403797	001	52413	PT	11/29/16	39.00

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Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
Warrant 52413 total									39.00
	211982	PHIPPS, BETH M.		1403800	001	52414	PT	11/29/16	178.55
Warrant 52414 total									178.55
	410738	STUNTZ, JAYME M.		1403801	001	52415	PT	11/29/16	74.55
Warrant 52415 total									74.55
	19323	ULTICAN, SHAWN		1403803	001	52416	PT	11/29/16	519.44
Warrant 52416 total									519.44
	302204	YANDA, KERRIE		1403869	001	52417	PT	11/29/16	460.08
Warrant 52417 total									460.08
	218935	ZOLLWEG, DAVID A		1403831	001	52418	PT	11/29/16	403.38
Warrant 52418 total									403.38
Department 95969 total									3,254.96

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Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/Itm Date	Warrant Amount
00969 Kitsap Public Health Di	95969	ADMINISTRATIVE OFFICE OF		1403437	001	3712247	PK	11/21/16	11.31
Warrant 3712247 total									11.31
	224151	CENTURYLINK (PO BOX 91155)		1403416	001	3712248	PK	11/21/16	120.44
Warrant 3712248 total									120.44
	401276	CRITERIA CORP		1403417	001	3712249	PK	11/21/16	995.00
Warrant 3712249 total									995.00
	366503	CYTOCHECK LABORATORY, LLC		1403531	001	3712250	PK	11/21/16	278.65
Warrant 3712250 total									278.65
	409853	DAILY, RACHEL K		1403391	001	3712251	PK	11/21/16	72.36
Warrant 3712251 total									72.36
	280934	DREW, MICHAEL		1403394	001	3712252	PK	11/21/16	486.00
Warrant 3712252 total									486.00
	369036	FERGUS, MARY BETH ONE TIME PAYMENT		1403419	001	3712253	PK	11/21/16	250.00
Warrant 3712253 total									250.00
	339396	GIUNTOLI, PAUL		1403400	001	3712254	PK	11/21/16	166.32
Warrant 3712254 total									166.32
	10943	HANSSEN-KELLER, JOHANNA		1403441	001	3712255	PK	11/21/16	34.56
Warrant 3712255 total									34.56

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WARRANTS BY DEPARTMENT
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Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
total									100.61
	222931	OFFICE DEPOT (POB 70049)		1403435	001	3712264	PK	11/21/16	320.65
	222931	OFFICE DEPOT (POB 70049)		1403477	001	3712264	PK	11/21/16	122.16
Warrant 3712264 total									442.81
	369036	PAULSON, DAN & MAHAN, KATHLEEN ONE TIME PAYMENT		1403433	001	3712265	PK	11/21/16	230.00
Warrant 3712265 total									230.00
	405626	PREFERRED BUSINESS SOLUTI		1403436	001	3712266	PK	11/21/16	1,214.11
Warrant 3712266 total									1,214.11
	379778	PRINT NW		1403466	001	3712267	PK	11/21/16	934.42
Warrant 3712267 total									934.42
	12883	RESORT AT PORT LUDLOW		1403439	001	3712268	PK	11/21/16	1,498.05
Warrant 3712268 total									1,498.05
	264230	SANOFI PASTEUR, INC.		1403443	001	3712269	PK	11/21/16	2,175.37
Warrant 3712269 total									2,175.37
	406694	SILVERDALE SELF STORAGE		1403532	001	3712270	PK	11/21/16	6,864.00
Warrant 3712270 total									6,864.00
	227279	TREBRON COMPANY INC		1403454	001	3712271	PK	11/21/16	619.59
Warrant 3712271 total									619.59
	384588	VILLAGE GREEN METROPOLITA		1403455	001	3712272	PK	11/21/16	150.00

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<u>Department</u>	<u>Vendor Number</u>	<u>Vendor Name</u>	<u>Purchase Order</u>	<u>Voucher Number</u>	<u>Pay Itm</u>	<u>Warrant Number</u>	<u>Wrt Typ</u>	<u>Check/ Itm Date</u>	<u>Warrant Amount</u>
Warrant 3712272 total									----- 150.00
	11617	WA STATE AUDITOR'S OFFICE		1403456	001	3712273	PK	11/21/16	----- 1,908.55
Warrant 3712273 total									----- 1,908.55
	393230	WALTHER, SUSAN B.		1403413	001	3712274	PK	11/21/16	----- 72.79
Warrant 3712274 total									----- 72.79
	387936	WINCO FOODS LLC		1403461	001	3712275	PK	11/21/16	----- 15,000.00
Warrant 3712275 total									----- 15,000.00
	277244	WSEHA		1403457	001	3712276	PK	11/21/16	----- 50.00
Warrant 3712276 total									----- 50.00
Department 95969 total									----- 43,967.08

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Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
Department 95969 00969 95969 Kitsap Public Health Di	398736	BONSELL, KRISTINA		1403354	001	52206	PT	11/22/16	241.92
Warrant 52206 total									241.92
	226171	BROWN, STEVEN		1403389	001	52207	PT	11/22/16	428.12
Warrant 52207 total									428.12
	227445	DAVIS-MUNN, TINA		1403393	001	52208	PT	11/22/16	398.52
Warrant 52208 total									398.52
	10476	FEDEX (PO BOX 371461)		1403418	001	52209	PT	11/22/16	30.93
Warrant 52209 total									30.93
	356354	GUIDRY, JESSICA		1403403	001	52210	PT	11/22/16	217.54
Warrant 52210 total									217.54
	393436	KATULA, DAYNA		1403406	001	52211	PT	11/22/16	87.19
Warrant 52211 total									87.19
	11553	KITSAP COMMUNITY RESOURCE		1403422	001	52212	PT	11/22/16	3,418.71
Warrant 52212 total									3,418.71
	398573	MCKAY BEVERS, KAREN L.		1403341	001	52213	PT	11/22/16	356.36
Warrant 52213 total									356.36
	10979	QUAYLE, TIM		1403411	001	52214	PT	11/22/16	156.60

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Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Warrant Itm Number	Wrt Typ	Check/ Itm Date	Warrant Amount
total								468.49
Department 95969								
total								13,115.35

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Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
	408890	MOORE, ELYA E		1402000	001	3711594	PK	11/14/16	225.19
Warrant 3711594 total									225.19
	325212	MORGAN, NEWTON		1402001	001	3711595	PK	11/14/16	147.96
Warrant 3711595 total									147.96
	20285	NOBLE, GREGORIA A.		1402002	001	3711596	PK	11/14/16	181.44
Warrant 3711596 total									181.44
	379778	PRINT NW		1402026	001	3711597	PK	11/14/16	207.26
Warrant 3711597 total									207.26
	264230	SANOFI PASTEUR, INC.		1402027	001	3711598	PK	11/14/16	332.75
Warrant 3711598 total									332.75
	403797	SHRED-IT USA 23166 NETWO		1402028	001	3711599	PK	11/14/16	922.59
Warrant 3711599 total									922.59
	249055	STATE OF WA HEALTH CARE A		1402075	001	3711600	PK	11/14/16	4,069.63
Warrant 3711600 total									4,069.63
	327504	US BANK (JUNIOR DIST		1402057	001	3711602	PK	11/14/16	20.11
	327504	US BANK (JUNIOR DIST		1402055	002	3711602	PK	11/14/16	1,613.48
	327504	US BANK (JUNIOR DIST		1402055	001	3711602	PK	11/14/16	771.29
	327504	US BANK (JUNIOR DIST		1402054	002	3711602	PK	11/14/16	412.26
	327504	US BANK (JUNIOR DIST		1402054	001	3711602	PK	11/14/16	495.00

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Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
	327504	US BANK (JUNIOR DIST)	ONL	1402053	001	3711602	PK	11/14/16	1,198.46
	327504	US BANK (JUNIOR DIST)	ONL	1402052	002	3711602	PK	11/14/16	253.34
	327504	US BANK (JUNIOR DIST)	ONL	1402052	001	3711602	PK	11/14/16	935.27
	327504	US BANK (JUNIOR DIST)	ONL	1402050	002	3711602	PK	11/14/16	2,851.64
	327504	US BANK (JUNIOR DIST)	ONL	1402050	001	3711602	PK	11/14/16	222.10
	327504	US BANK (JUNIOR DIST)	ONL	1402048	001	3711602	PK	11/14/16	932.78
	327504	US BANK (JUNIOR DIST)	ONL	1402047	002	3711602	PK	11/14/16	507.41
	327504	US BANK (JUNIOR DIST)	ONL	1402047	001	3711602	PK	11/14/16	502.33
	327504	US BANK (JUNIOR DIST)	ONL	1402046	002	3711602	PK	11/14/16	550.88
	327504	US BANK (JUNIOR DIST)	ONL	1402046	001	3711602	PK	11/14/16	214.43
	327504	US BANK (JUNIOR DIST)	ONL	1402031	001	3711602	PK	11/14/16	554.80
	327504	US BANK (JUNIOR DIST)	ONL	1402030	001	3711602	PK	11/14/16	821.62
	327504	US BANK (JUNIOR DIST)	ONL	1402029	001	3711602	PK	11/14/16	1,571.56
Warrant total	3711602								14,428.76
Department total	95969								70,137.15

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Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
Department 95969 00969 95969 Kitsap Public Health Di	281133	ACOSTA, NANCY		1401987	001	51800	PT	11/15/16	226.80
Warrant 51800 total									226.80
	216294	BANIGAN, LESLIE		1401988	001	51801	PT	11/15/16	351.69
Warrant 51801 total									351.69
	404723	BIERMAN, DANA		1401989	001	51802	PT	11/15/16	54.20
Warrant 51802 total									54.20
	20963	CULTURALLY SPEAKING LLC		1402072	001	51803	PT	11/15/16	2,519.50
Warrant 51803 total									2,519.50
	391025	ENTERPRISE FM TRUST		1402074	001	51804	PT	11/15/16	808.91
Warrant 51804 total									808.91
	10476	FEDEX (PO BOX 371461)		1402018	001	51805	PT	11/15/16	17.83
Warrant 51805 total									17.83
	357498	FONG, YOLANDA		1401991	001	51806	PT	11/15/16	75.36
Warrant 51806 total									75.36
	359597	JONES, KIMBERLY D.		1401992	001	51807	PT	11/15/16	280.26
Warrant 51807 total									280.26
	388624	MAZUR, KARINA M		1401998	001	51808	PT	11/15/16	446.76

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WARRANTS BY DEPARTMENT
A/P USE THIS REPORT FOR SORTING
WARRANTS & GIVE TO IND DEPARTMT

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Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
00969 95969 Kitsap Public Health Di	15023	ANALYTICAL RESOURCES, INC		1400809	001	3711162	PK	11/07/16	1,325.00
Warrant 3711162 total									1,325.00
	224151	CENTURYLINK (PO BOX 91155		1400810	001	3711163	PK	11/07/16	534.62
Warrant 3711163 total									534.62
	17992	DELL MARKETING L.P. (CHIC		1400812	001	3711164	PK	11/07/16	1,269.31
Warrant 3711164 total									1,269.31
	339396	GIUNTOLI, PAUL		1400800	001	3711165	PK	11/07/16	206.82
Warrant 3711165 total									206.82
	12373	JOM PHARMACEUTICAL SERVIC		1400814	001	3711166	PK	11/07/16	65.58
Warrant 3711166 total									65.58
	10871	KCDA PURCHASING COOPERATI		1400816	001	3711167	PK	11/07/16	308.16
	10871	KCDA PURCHASING COOPERATI		1400816	002	3711167	PK	11/07/16	85.60
Warrant 3711167 total									393.76
	12367	KING COUNTY FINANCE: ACCT		1400817	001	3711168	PK	11/07/16	559.00
Warrant 3711168 total									559.00
	16054	KITSAP COUNTY DEPT OF ADM		1400818	001	3711169	PK	11/07/16	25,063.00
Warrant 3711169 total									25,063.00
	10699	KITSAP COUNTY INFORMATION		1400819	001	3711170	PK	11/07/16	6,176.85

WARRANTS BY DEPARTMENT
A/P USE THIS REPORT FOR SORTING
WARRANTS & GIVE TO IND DEPARTMT

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Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
Warrant 3711170 total									6,176.85
	15029	KITSAP PUBLIC HEALTH DIST		1400820	001	3711171	PK	11/07/16	277.86
Warrant 3711171 total									277.86
	369036	NICOLSON, ARIENE ONE TIME PAYMENT		1400824	001	3711172	PK	11/07/16	262.50
Warrant 3711172 total									262.50
	222931	OFFICE DEPOT (POB 70049)		1400851	001	3711173	PK	11/07/16	74.75
Warrant 3711173 total									74.75
	195219	OZARK UNDERGROUND LABORAT		1400852	001	3711174	PK	11/07/16	641.00
Warrant 3711174 total									641.00
	265867	PENINSULA COMMUNITY HEALT		1400853	001	3711175	PK	11/07/16	2,468.38
Warrant 3711175 total									2,468.38
	279396	POINT DEFIANCE AIDS PROJE		1400855	001	3711176	PK	11/07/16	9,171.99
Warrant 3711176 total									9,171.99
	174635	PORT GAMBLE S'KLALLAM TRI		1400856	001	3711177	PK	11/07/16	20,000.00
Warrant 3711177 total									20,000.00
	333967	QUILEUTE TRIBE		1400857	001	3711178	PK	11/07/16	12,021.88
Warrant 3711178 total									12,021.88
	356531	RHEA, SUSAN R.		1400806	001	3711179	PK	11/07/16	22.20

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<u>Department</u>	<u>Vendor Number</u>	<u>Vendor Name</u>	<u>Purchase Order</u>	<u>Voucher Number</u>	<u>Pay Itm</u>	<u>Warrant Number</u>	<u>Wrt Typ</u>	<u>Check/ Itm Date</u>	<u>Warrant Amount</u>
Warrant 3711179 total									22.20
	264230	SANOFI PASTEUR, INC.		1400864	001	3711180	PK	11/07/16	<u>166.38</u>
Warrant 3711180 total									166.38
	206973	SUQUAMISH INDIAN TRIBE		1400861	001	3711181	PK	11/07/16	<u>4,921.04</u>
Warrant 3711181 total									4,921.04
	15901	WHITFORD, STUART S.		1400807	001	3711182	PK	11/07/16	<u>58.32</u>
Warrant 3711182 total									58.32
Department 95969 total									<u>85,680.24</u>

WARRANTS BY DEPARTMENT
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Department 95969

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
Department 95969 00969 95969 Kitsap Public Health Di	389023	AIRGAS USA, LLC		1400808	001	51535	PT	11/08/16	64.57
Warrant 51535 total									64.57
	397906	BALTAZAR, ELYA		1400793	001	51536	PT	11/08/16	777.33
Warrant 51536 total									777.33
	247234	BROWER, JANET L.		1400794	001	51537	PT	11/08/16	330.30
Warrant 51537 total									330.30
	10476	FEDEX (PO BOX 371461)		1400813	001	51538	PT	11/08/16	16.43
Warrant 51538 total									16.43
	357498	FONG, YOLANDA		1400798	001	51539	PT	11/08/16	75.46
Warrant 51539 total									75.46
	10940	GRELLNER, KEITH		1400801	001	51540	PT	11/08/16	211.68
Warrant 51540 total									211.68
	409737	HUNTER, KARI L		1400802	001	51541	PT	11/08/16	107.92
Warrant 51541 total									107.92
	200487	JEFFERSON CO. HEALTH/HUMA		1400815	001	51542	PT	11/08/16	3,526.52
Warrant 51542 total									3,526.52
	9147	KITSAP MENTAL HEALTH SERV		1400821	001	51543	PT	11/08/16	4,300.97

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<u>Department</u>	<u>Vendor Number</u>	<u>Vendor Name</u>	<u>Purchase Order</u>	<u>Voucher Number</u>	<u>Pay Itm</u>	<u>Warrant Number</u>	<u>Wrt Typ</u>	<u>Check/ Itm Date</u>	<u>Warrant Amount</u>
Warrant 51543 total									4,300.97
	9147	KITSAP MENTAL HEALTH SERV		1401353	001	51544	PT	11/08/16	140.00
Warrant 51544 total									140.00
	285101	LYTLE, ROSS		1400803	001	51545	PT	11/08/16	178.97
Warrant 51545 total									178.97
	400663	OLSON, SARAH R.		1400804	001	51546	PT	11/08/16	175.03
Warrant 51546 total									175.03
	10979	QUAYLE, TIM		1400805	001	51547	PT	11/08/16	179.82
Warrant 51547 total									179.82
	368801	YMCA OF PIERCE AND KITSAP		1400862	001	51548	PT	11/08/16	10,937.90
Warrant 51548 total									10,937.90
Department 95969 total									21,022.90

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Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
total									<u>1,745.41</u>
	360635	WCIF STANDARD STD		1404073	001	3712458	PK	11/30/16	<u>180.20</u>
Warrant 3712458 total									180.20
	5605	WCIF STANDARD VTL		1404023	004	3712459	PK	11/30/16	<u>1,512.08</u>
Warrant 3712459 total									1,512.08
	368370	WHIT-DELTA DENTAL OF WASH		1404074	001	3712460	PK	11/30/16	<u>7,751.59</u>
Warrant 3712460 total									7,751.59
	368371	WHIT-WILLIAMETTE		1404075	001	3712461	PK	11/30/16	<u>1,105.80</u>
Warrant 3712461 total									1,105.80
Department 95969 total									<u>117,650.62</u>

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Kitsap County
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Company - Home . . 00969 Kitsap Public Health District
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Individual deductions & taxes are confidential and redacted

Number	EMPLOYEE Name	Hours	Wages	Vendor#	Gross Pay	Deductions	Taxes	Net Pay	Check Control	I Err C Msg
4563	ABNEY, BEVERLY M.	173.32	4,423.00	1,255.69	4,423.00			3,111.80	8560198	N
278956	ACOSTA, NANCY M.	173.35	6,225.00	1,395.08	6,225.00			3,975.47	8560199	N
407901	ADHIKARI, ANISH	145.34	4,502.56	935.13	4,502.56			3,478.23	8560200	N
275982	ARTHUR, ELLEN C.	54.50	1,962.00	6.86	1,962.00			1,580.61	8560201	N
397902	BALTAZAR, ELYA	121.34	2,957.00	1,088.11	2,957.00			1,952.37	8560202	N
215189	BANIGAN, LESLIE B.	173.32	6,132.00	1,119.14	6,132.00			4,464.46	8560203	N
328436	BAZZELL, RICHARD L.	173.32	6,132.00	1,760.28	6,132.00			4,025.30	8560205	N
230914	BERNI, GRETCHEN C.	86.67	3,961.00	667.20	3,961.00			2,038.94	8560206	N
404611	BIERMAN, DANA J.	155.97	4,361.00	950.78	4,361.00			3,270.40	8560207	N
398569	BONSELL, KRISTINA	173.32	3,931.00	1,618.88	3,931.00			2,838.04	8560208	N
2058	BOYSEN-KNAPP, KAREN	156.01	5,047.00	957.34	5,047.00			3,618.57	8560209	N
245475	BROWER, JANET L.	173.34	7,393.00	1,525.66	7,393.00			4,182.32	8560211	N
271677	BROWN, STEVEN J.	173.32	6,132.00	1,119.14	6,132.00			4,050.91	8560212	N
411387	CHANG, MARGO W.	221.37	3,300.68	1,216.06	3,300.68			2,813.14	8560213	N
400655	CIULLA, LAURA M.	173.34	5,767.00	1,343.87	5,767.00			3,924.62	8560214	N
409850	DAILY, RACHEL K.	59.75	565.83	7.52	565.83			480.59	8560215	N
246639	DALTON, MELANIE A.	173.34	6,854.00	1,527.48	6,854.00			5,227.32	8560216	N
226538	DAVIS-MUNN, TINA M.	173.35	6,225.00	1,457.16	6,225.00			4,510.55	8560217	N
359180	DENSON, DAYDRA D.	173.35	5,809.00	1,318.59	5,809.00			4,043.18	8560218	N
23825	DOBBELAERE, KERRY J.	173.34	8,298.00	1,445.23	8,298.00			5,097.11	8560219	N
279990	DREW, MICHAEL E.	173.31	5,532.00	1,797.87	5,532.00			3,984.00	8560220	N
223648	EAKES, DEANNA L.	173.32	3,638.00	846.31	3,638.00			2,392.67	8560221	N
395244	EILERS, KATHARINE	173.33	8,398.00	2,013.62	8,398.00			6,269.47	8560222	N
4565	EVANS, ERIC V.	173.34	7,393.00	2,340.51	7,393.00			1,731.04	8560223	N
340919	EVANS, KELLY A.	173.31	4,454.00	1,572.68	4,454.00			3,082.34	8560224	N
321284	FISK, APRIL K.	173.35	4,677.00	2,036.86	4,677.00			2,961.18	8560225	N
356883	FONG, YOLANDA N.	173.34	7,249.00	1,885.16	7,249.00			5,071.29	8560226	N
337331	GIUNTOLI, PAUL A.	173.32	6,132.00	1,384.68	6,132.00			3,824.80	8560227	N
401905	GONZALEZ, ANNA K.	173.36	4,796.00	2,056.16	4,796.00			3,516.21	8560228	N
1264	GRELLNER, KEITH J.	173.34	10,000.00	1,682.53	10,000.00			6,987.17	8560229	N
410072	GRIEGO, YANEISY	173.30	3,005.00	1,035.08	3,005.00			2,332.95	8560230	N
355732	GUIDRY, JESSICA F.	173.34	7,393.00	2,340.51	7,393.00			5,348.51	8560231	N
356336	GUZMAN, DAMARYS L.	173.32	3,567.00	1,473.51	3,567.00			2,461.79	8560232	N
3013	HANSEN-KELLER, JOH	156.00	6,251.00	1,091.94	6,251.00			4,515.45	8560233	N
405300	HILLIARD, MARGARET	173.32	3,820.00	1,126.20	3,820.00			2,887.15	8560234	N
352751	HINTON, ROBERT J.	173.34	6,854.00	2,280.25	6,854.00			1,810.12	8560235	N
1033	HOLBURN, NATHAN D.	173.31	5,532.00	1,317.60	5,532.00			3,323.68	8560236	N
4579	HOLDCROFT, GRANT A.	173.32	6,132.00	1,384.68	6,132.00			3,746.85	8560237	N
270783	HOLDCROFT, JODIE ST	173.32	6,132.00	1,384.68	6,132.00			3,764.43	8560238	N
1041	HOLT, JUDITH A.	173.34	7,993.00	1,458.15	7,993.00			5,088.26	8560239	N
2726	HOLT, KAREN L.	173.34	7,041.00	1,972.57	7,041.00			4,701.29	8560240	N
306605	HUGHES, RACHEL J.	173.32	3,638.00	1,105.85	3,638.00			2,632.18	8560241	N
409213	HUNTER, KARI L.	165.35	4,684.36	957.29	4,684.36			3,249.82	8560242	N
295036	JAMESON, BETTY S.	173.32	3,300.00	1,068.06	3,300.00			2,442.05	8560243	N
400651	JOHANSON, KRISTA M.	178.86	3,368.25	1,451.29	3,368.25			2,648.38	8560244	N
358933	JONES, KIMBERLY D.	173.32	6,132.00	1,119.14	6,132.00			4,137.98	8560245	N
393427	KATULA, DAYNA R.	173.36	4,334.00	1,663.93	4,334.00			2,661.38	8560246	N
362275	KELLOGG, TRACEY	173.34	7,998.00	1,593.30	7,998.00			5,652.56	8560247	N
245476	KENCH, DONALD C.	173.34	3,609.00	2,094.76	3,609.00			2,303.47	8560248	N

Kitsap County
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Company - Home . . 00969 Kitsap Public Health District
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Individual deductions & taxes are confidential and redacted

Number	EMPLOYEE Name	Hours	Wages	Vendor#	Gross Pay	Deductions	Taxes	Net Pay	Check Control	I Err C Msg
250913	KIESS, JOHN F.	173.34	8,818.00	1,736.61	8,818.00			5,889.04	8560249	N
16125	KNOOP, MELINA V.	173.31	5,532.00	1,317.60	5,532.00			3,835.61	8560250	N
243184	KRUSE, CHARLES H.	173.32	6,217.00	1,874.45	6,217.00			4,604.20	8560251	N
327580	KUSHNER, SIRI E.	173.34	7,393.00	2,340.51	7,393.00			5,574.28	8560252	N
407902	LARRABEE, ANGELINE	173.30	2,759.00	1,007.58	2,759.00			2,066.71	8560253	N
316830	LINDEN, LISA B.	173.34	5,415.00	1,784.79	5,415.00			3,410.14	8560254	N
285038	LYTLE, ROSS D.	173.32	6,532.00	1,742.92	6,532.00			4,181.49	8560255	N
354918	MALLORY, TERRY L.	86.67	3,940.00	797.62	3,940.00			2,183.19	8560256	N
403130	MARKIEWICZ, SHELLY	142.98	4,017.73	1,146.17	4,017.73			2,787.62	8560257	N
388104	MAZUR, KARINA MARIA	173.33	5,122.00	1,271.76	5,122.00			3,549.05	8560258	N
398567	MCKAY BEVERS, KAREN	173.32	6,581.00	1,723.40	6,581.00			4,999.77	8560259	N
387088	MCKINNON, BRYAN	173.33	5,018.00	1,125.54	5,018.00			3,881.02	8560260	N
368977	MILLER, AKIKO	173.31	5,421.00	1,039.65	5,421.00			4,088.79	8560261	N
270056	MILLS, JACQUELYN F.	173.35	4,131.00	895.43	4,131.00			2,731.20	8560262	N
279971	MOEN, ANNE M.	173.31	4,551.00	1,583.52	4,551.00			3,094.89	8560263	N
406607	MOONTREE, KAELE L.	173.31	3,681.00	1,486.26	3,681.00			2,514.46	8560264	N
408275	MOORE, ELYA E.	173.34	8,818.00	2,165.05	8,818.00			6,532.81	8560265	N
324204	MORGAN, W. NEWTON	173.32	6,132.00	1,760.28	6,132.00			4,517.91	8560266	N
406937	MORRILL, LYNDSEY N.	173.38	2,462.00	974.37	2,462.00			1,799.96	8560267	N
312378	MORRIS, DAWN M.	138.69	3,574.00	750.48	3,574.00			2,535.27	8560268	N
406005	MURRAY, KEISHA R.	128.00	3,072.00	16.10	3,072.00			2,652.76	8560269	N
295033	NGUYEN, LOAN T.	138.68	3,209.00	709.68	3,209.00			2,496.16	8560270	N
208456	NICOLAISEN, NIELS K	173.32	6,132.00	1,119.14	6,132.00			4,418.22	8560271	N
3128	NOBLE, GREGORIA A.	173.31	4,551.00	1,073.33	4,551.00			3,019.73	8560272	N
22459	NORTH, EDWIN	173.34	7,998.00	2,006.77	7,998.00			1,262.17	8560273	N
2386	NOSER, PATRICIA E.	173.32	3,638.00	1,105.85	3,638.00			2,525.39	8560274	N
405301	NUNO, CRYSTAL M.	173.34	4,779.00	961.87	4,779.00			3,395.16	8560275	N
230502	O'GRADY, ROBIN B	173.34	6,268.00	1,227.42	6,268.00			4,660.97	8560276	N
400650	OLSON, SARAH R.	173.32	3,931.00	1,185.54	3,931.00			2,717.47	8560277	N
407483	OSBORN, AMANDA N.	104.03	1,628.00	454.56	1,628.00			1,290.98	8560278	N
243679	OUTHWAITE, MINDI L.	106.01	3,833.32	836.09	3,833.32			2,684.93	8560279	N
388198	PHILLIPS, LYNN J.	129.99	4,061.00	1,343.19	4,061.00			2,737.23	8560280	N
229901	PHIPPS, BETH M.	173.35	6,375.00	1,146.31	6,375.00			3,955.70	8560281	N
268609	PLEMMONS, SUZANNE M	173.34	8,818.00	1,419.43	8,818.00			4,560.40	8560282	N
394466	PREWITT, SUSANA C.	173.27	3,247.00	796.59	3,247.00			2,488.13	8560283	N
1214	QUAYLE, TIMOTHY P.	173.35	6,549.00	2,246.15	6,549.00			4,470.90	8560284	N
324654	RHEA, SUSAN R.	173.32	3,638.00	1,105.85	3,638.00			2,654.52	8560285	N
396295	RHOADES, LACEY P.	173.31	4,454.00	2,011.93	4,454.00			2,381.72	8560286	N
267073	RIDGE, BETTI L.	173.34	5,415.00	1,304.52	5,415.00			3,791.25	8560287	N
404613	RORK, IAN M.	173.33	3,744.00	1,117.70	3,744.00			2,809.23	8560288	N
399854	SIFRIT, NICOLA M.	44.83	1,702.20	1,689.80	1,702.20			1,099.62	8560289	N
1224	SMITH-ROSE, SHELLEY	156.01	5,047.00	1,196.33	5,047.00			3,351.33	8560290	N
361388	SMITH, TERRI L.	173.34	6,854.00	1,465.40	6,854.00			4,705.71	8560291	N
347366	STEDMAN, KELSEY E.	108.00	3,351.12	641.71	3,351.12			2,315.80	8560292	N
410415	STUNTZ, JAYME M.	129.32	3,821.40	992.81	3,821.40			2,709.65	8560293	N
337963	TOURIGNY, LINDA L.	173.34	7,249.00	1,509.56	7,249.00			3,984.99	8560294	N
1682	TURNER, DENISE M.	173.32	4,923.00	1,067.90	4,923.00			3,191.28	8560295	N
401072	TURNER, SUSAN E.	173.34	14,162.00	2,768.70	14,162.00			9,055.12	8560296	N
17666	ULTICAN, SHAWN P.	173.32	6,132.00	1,384.68	6,132.00			4,628.33	8560297	N

Individual deductions & taxes are confidential and redacted

EMPLOYEE										Check	I	Err
Number	Name	Hours	Wages	Vendor#	Gross Pay	Deductions	Taxes	Net Pay	Control	C	Msg	
392243	WALTHER, SUSAN B.	173.34	4,779.00	1,098.82	4,779.00			3,316.71	8560298	N		
14545	WELLBORN, BRIAN D.	130.02	2,707.00	1,027.69	2,759.00			1,869.95	8560299	N		
397255	WENDT, JAN E.	173.35	6,225.00	1,875.35	6,225.00			4,515.68	8560300	N		
2189	WERDALL, LORI E.	121.35	2,808.00	820.59	2,808.00			60.59	8560301	N		
21402	WESTERGAARD, RUTH E	173.35	5,608.00	1,806.36	5,608.00			3,188.47	8560302	N		
398570	WHEELER, AMANDA E.	173.31	2,993.00	1,514.01	2,993.00			2,068.24	8560303	N		
14571	WHITFORD, STUART S.	173.34	7,393.00	1,901.26	7,393.00			5,141.19	8560304	N		
301566	YANDA, KERRIE L.	173.35	6,719.00	1,825.90	6,719.00			4,404.82	8560305	N		
2908	ZIMNY, JAMES A.	173.34	7,393.00	1,494.66	7,393.00			5,608.40	8560306	N		
337082	ZOLLWEG, DAVID A.	173.31	5,532.00	1,183.01	5,532.00			4,020.13	8560307	N		
Total		17552.14		147,226.92		78,654.15		379,198.84				
			569,884.45		569,936.45		112,083.46					