

Kitsap Public Health District Consent Agenda April 2, 2019

KPHD Contract Number	Their Contract Number	Contractor and Agreement Name	Type of Agreement	Term of Agreement	Amount to District	Amount to Other Agency
1713 Amendment 1 (1919)	C1800030	Washington State Department of Ecology <i>Local Source Control Partnership</i>	Amendment	07/01/2017-06/30/2019	-\$65,000	\$0
Description: Reduces compensation by \$65,000 from \$440,000 to a revised maximum compensation of \$375,000. The District to provide Pollution Prevention Assistance Specialists to conduct assistance and education outreach to small businesses in an effort to prevent pollution of state waters as part of the Local Source Control Partnership.						
1812 Amendment 1 (1918)	W2RLSWFA-1719-KitPHD-00031	Washington State Department of Ecology <i>Local Solid Waste Financial Assistance</i>	Amendment	07/01/2017-06/30/2019	\$84,794.93	\$0
Description: KPHD to respond to and mitigate complaints of the improper management of solid and hazardous wastes in accordance with KCBH Ordinance 2010-1. \$212,378.34 + 25% match (which is \$70,792.78) = \$283,171.12						
1829 Amendment 1 (1917)	N-18-124	Jefferson County Public Health Nurse Family Partnership	Amendment	07/01/2018-06/30/2019	\$73,607	\$0
Description: Adds additional \$73,607 in expansion funds for a revised maximum consideration of \$167,763.98; the District to add 0.5 FTE to its NFP program expansion; and adds Exhibit B – Budget.						
1869	NA	Olympic Community of Health <i>Change Plan</i>	Interlocal Agreement	10/01/2018-06/30/2019	Dependent on milestones	\$0
Description: The District to collaborate with ACH and partners to implement the Change Plan, coordinate referrals for at-risk subpopulations, train staff regarding social determinants of health, provide care coordination services for referred clients. Compensation for 2018 is expected to be \$25,000 and will vary year to year depending on outcomes and management of milestones.						

1880	NA	Port Gamble S’Klallam Tribe <i>Food Inspection Program</i>	Interlocal Agreement	01/01/2019-12/31/2019	\$15,500	\$0
Description: The District to provide one Environmental Health Specialist (EHS) to conduct food safety training, inspection, and consultative services to the Tribe. The Tribe to pay \$145 EHS hourly rate not to exceed 40 hours per year of contract performance.						
1892	NA	Jefferson County Public Health (JCPH) <i>Nightingale Notes Sublicense</i>	Interlocal Agreement	01/01/2019-12/31/2021	\$3,571.93	\$0
Description: The Parties enter into a software sublicense agreement that allows JCPH to use the District’s Nightingale Notes medical charting software access in Jefferson’s public health programs. JCPH shall compensate the District based on its annual number of users.						
1902	NA	People’s Harm Reduction Alliance <i>Hepatitis C Outreach</i>	Agreement	10/01/2018-06/30/2019	\$0	\$6,000
Description: Contractor to investigate Hepatitis C Virus (HCV) treatment options and resources, operationalize HCV screening, and submit assessment reports to the District. Services include reviewing risk factors, conducting antibody testing, and administering referrals for further testing and case management services in accordance with Washington State Dept. of Health guidelines.						
1916	KC-134-19	Kitsap County <i>Nurse Family Partnership</i>	Agreement	02/01/2019-06/30/2019	\$11,378	\$0
Description: The District to provide NFP services to eight first-time, low-income moms and their babies by maintaining a 0.5 FTE Nurse Home Visitor to intervene with families who either have or at risk for substance abuse and/or mental health problems. The goal is to prevent substance abuse, mental illness, behavioral problems, and future addiction in young children.						



DEPARTMENT OF
ECOLOGY
State of Washington

AMENDMENT NO. 1

TO

CONTRACT NO. C1800030

BETWEEN THE

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

KITSAP PUBLIC HEALTH DISTRICT

PROJECT TITLE: Local Source Control Partnership

PURPOSE: To amend the Agreement between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Kitsap Public Health District, hereinafter referred to as "CONTRACTOR."

WHEREAS, CONTRACTOR staff vacancies has resulted in a reduction of Service performed, therefore, this contract is amended to reduce the budget.

IT IS MUTUALLY AGREED the Agreement is amended as follows:

1) Appendix B Invoice & Budget Detail is amended as follows:

The total compensation is reduced by \$65,000.00 from \$440,000.00 to \$375,000.00.

State of Washington Department of Ecology
 Contract no. C1800030, Amendment 1
 Kitsap Public Health District

In the budget table shown in Appendix B, the column titled "Budget 2017-19" is deleted in its entirety and replaced with a new column titled "Amendment No. 1 Budget" per the table below:

	Budget 2017-19	<u>Amendment No. 1 Budget</u>
**Salaries	\$242,000.00	<u>\$206,255.00</u>
**Benefits	\$94,000.00	<u>\$80,115.00</u>
Subcontracts	\$0.00	<u>\$0.00</u>
Goods & Services	\$12,000.00	<u>\$10,222.50</u>
Equipment	\$0.00	<u>\$0.00</u>
Travel / Training	\$8,000.00	<u>\$6,815.00</u>
Subtotal Direct Costs	\$356,000.00	<u>\$303,407.50</u>
**Indirect Costs (@ Rate 25%)	\$84,000.00	<u>\$71,592.50</u>
Total Costs	\$440,000.00	<u>\$375,000.00</u>

All other terms and conditions of the original Agreement including any other amendments remain in full force and effect, except as expressly provided by this Amendment.

This Amendment is signed by persons who represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This Amendment is effective on the signature date of Ecology.

IN WITNESS WHEREOF, the parties below, having read this Amendment in its entirety, including any attachments, do agree in each and every particular as indicated by their below signatures.

**State of Washington
 Department of Ecology**

Kitsap Public Health District

By:

By:

Signature

Date

Signature

Date

Polly Zehm

Keith Grellner

Deputy Director

Administrator

Approved as to form only.
 Assistant Attorney General



**AMENDMENT NO. 1
TO AGREEMENT NO. W2RLSWFA-1719-KitPHD-00031
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
KITSAP PUBLIC HEALTH DISTRICT**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and KITSAP PUBLIC HEALTH DISTRICT (RECIPIENT) for the 2017-19 LSWFA Kitsap Public Health District SWE (PROJECT).

This Amendment increases the total AGREEMENT budget by \$84,794.73, from \$198,376.19 to \$283,171.12 (state share increase is \$63,596.20 from \$148,782.14 to \$212,378.34). These additional funds derive from statewide disbursement of unspent enforcement funds from other LSWFA Recipients in the 2017-2019 cycle.

The AGREEMENT scope of work remains the same. Expected outcomes increase from approximately 500 complaints handled and 450 resolved to approximately 625 complaints handled and 560 resolved over the grant period.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Eligible Cost:

Original: 198,376.19 Amended: \$283,171.12

Project Short Description:

Original:

The RECIPIENT (Kitsap Public Health District) will spend \$198,376.19 responding to approximately 500 complaints of the improper management of solid and hazardous wastes, and correcting violations in accordance with KCBH Ordinance 2010-1, Solid Waste Regulations, participating as well in meetings of other county and municipal agencies required for successful completion of this Task.

Amended:

The RECIPIENT (Kitsap Public Health District) will spend \$283,171.12 responding to approximately 625 complaints of the improper management of solid and hazardous wastes, and correcting violations in accordance with KCBH Ordinance 2010-1, Solid Waste Regulations, participating as well in meetings of other county and municipal agencies required for successful completion of this Task.

CHANGES TO THE BUDGET

Funding Distribution EG180420

Funding Title: Kitsap Public Health District SWE

Funding Type: Grant

Funding Effective Date: 07/01/2017

Funding Expiration Date: 06/30/2019

Funding Source:

Title: State Building Construction Account (SBCA)

Type: State

Funding Source %: 100%

Description: Local Solid Waste Financial Assistance

Approved Indirect Costs Rate: Approved State Indirect: 25%

Recipient Match %: 25%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Kitsap Public Health District SWE	Task Total
Solid Waste Enforcement	\$ 283,171.12

Total: \$ 283,171.12

CHANGES TO SCOPE OF WORK

Task Number: 1 **Task Cost: \$283,171.12**

Task Title: Solid Waste Enforcement

Task Description:

The RECIPIENT will spend its \$283,171.12 on the following two activities:

Activity 1: Solid Waste Investigation, Assistance, Enforcement

The RECIPIENT has a long-standing program of responding to complaints about the improper management of solid and hazardous wastes and correcting violations in accordance with KCBH Ordinance 2010-1, Solid Waste Regulations. Actions include, but are not limited to, conducting a site inspection, providing technical assistance and/or educational information to violators, issuing orders to correct, issuing civil infractions, and appearing in court as necessary. Six (6) staff members are necessary to complete this work and volunteers will be used for homeless encampment and illegal dumping cleanups.

In support of this program, the RECIPIENT may purchase applicable supplies, develop and print educational/ outreach materials, maintain data management systems to track activities, and attend required training including Hazwoper training, SWANA MOLO training, Hazardous Waste and/or Compost Training, especially when new staff are hired.

Activity 2: Interagency Coordination and Ordinance Development

As deemed necessary for the implementation of solid and hazardous waste management in Kitsap County, the RECIPIENT partners and coordinates with other agencies - notably Kitsap County Public Works, Kitsap County Sheriff's Office, Kitsap Mental Health, Adult and Child Protective Services (DSHS), and other county and municipal code enforcement agencies - as well as participates in meetings including but not limited to: SWAC and MRW meetings, Public Works/Public Health Biannual Meetings and Kitsap Nuisance Abatement Team (KNAT) meetings. In addition to work coordination, these groups have been assisting in the county's Solid and Hazardous Waste Management Plan update and ordinance development necessary to comply with Chapter 173-350 WAC. The above activities; as well as travel to attend Ecology-sponsored trainings regarding 173-350, are all eligible costs for reimbursement under this Agreement.

The RECIPIENT will report program progress and expenditures for those quarters when eligible costs related to these activities have occurred or will occur, and plans to charge accrued costs, anticipating expending the LSWFA funds well before the expiration date of this AGREEMENT.

Task Goal Statement:

To protect public health and the environment by monitoring and achieving compliance with state and local solid and hazardous waste management requirements, and enforcing compliance when necessary.

Task Expected Outcome:

Approximately 625 complaints are handled and 90% resolved during the course of this Agreement, and tracked in the RECIPIENT's data management systems. Meeting attendance and hours spent on work coordination and on updates required by pertinent legislation will also be reported.

Recipient Task Coordinator: Jan Brower

Deliverables

Number	Description	Due Date
1.1	Work as defined in the Scope of Work for this Agreement is implemented.	06/30/2019

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Kitsap Public Health District SWE	25 %	\$ 70,792.78	\$ 212,378.34	\$ 283,171.12
Total		\$ 70,792.78	\$ 212,378.34	\$ 283,171.12

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 07/01/2017.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

KITSAP PUBLIC HEALTH DISTRICT

By: _____

Laurie Davies
Waste 2 Resources
Program Manager

Date

By: _____

Keith James Grellner
Administrator

Date

Template Approved to Form by
Attorney General's Office

CONTRACT A M E N D M E N T
For Professional Services
Between
Jefferson County
And
Kitsap Public Health District

The agreement for professional services between Jefferson County Public Health (JCPH), herein referred to as the “COUNTY” and Kitsap Public Health District (KPHD), herein referred to as the “CONTRACTOR” to share Nurse Family Partnership (NFP) staff, training and supervision through the Department of Children, Youth, and Families (DCYF) Grant is amended effective December 1, 2018 through June 30, 2019.

COUNTY Contract Representative

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

CONTRACTOR Contract Representative

Yolanda Fong, Community Health Director
Kitsap Public Health District
345 6TH Street, Suite 300
Bremerton, WA 98337
(360) 728-2275

AMENDMENT PURPOSE

The purpose of this amendment is to add expansion funds to the period of performance through June 30, 2019, revise Exhibit A, Statement of Work; and add Exhibit B, Budget.

SECTIONS CHANGED

Section 5, Compensation, has been revised as follows:

CONTRACTOR will be reimbursed for all work performed under the terms of this Agreement. The total amount payable under this Agreement by the COUNTY to CONTRACTOR, for this Agreement period shall not exceed \$167,763.98. A maximum of \$165,763.98 for the completion of the Scope of work detailed in Exhibit A without express written amendment signed by both parties to this Agreement. Exhibit B, Budget, indicates funding allocation through the period of performance. An additional \$2,000.00 in performance payments will be awarded for meeting milestones set by the DCYF. CONTRACTOR may receive additional performance payments depending upon available funding from the contract between COUNTY and DCYF with written consent by CONTRACTOR.

- A. COUNTY agrees to pay CONTRACTOR an annual fee for services for the NFP staff and training of \$165,763.98, which may be billed monthly or quarterly for actual expenses (see Exhibit B for funding allocation). CONTRACTOR shall submit invoices to JCPH, 615 Sheridan St., Port Townsend, WA 98368; Attn: Finance Department, for payment of work actually completed to date.
- B. No change
- C. No change
- D. No change
- E. No change
- F. No change

Exhibit A, Scope of Work, has been revised as follows:

- 11. Contractor will add .5 FTE to their NFP program with expansion funds.

Exhibit B, Budget, has been added to provide source and allocation of funding detail through June 30, 2019.

Amendment Contract Maximum: \$167,763.98 (previously \$94,156.98)

Budget-Exhibit B

This Exhibit is to be used in conjunction with the contract between JCPH and DCYF.

	Original Amount (Awarded July 1, 2018)	Amendment (Awarded in December 1, 2018)	Total Award (Through June 30, 2019)
State Funds	83,144.15	0.00	83,144.15
General Funds-State	9,012.83	73,607.00	82,619.83
Award	92,156.98	73,607.00	165,763.98
Incentive Funds*	0.00	0.00	2,000.00
Maximum Available	92,156.98	73,607.00	167,763.98

Funds awarded December 1, 2018 can only be used for allowable expenditures for December 1, 2018 – June 30, 2019 period.

*Incentive Funds are awarded based on meeting certain milestones established by the Department of Children, Youth, and Families.

SIGNATURES FOLLOW ON THE NEXT PAGE

Approved this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON

KITSAP PUBLIC HEALTH DISTRICT

Kate Dean, Chair

Date

Keith Grellner, RS
Administrator

Date _____

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Philip C. Hunsucker, Chief Civil Deputy
Attorney

IMPLEMENTATION PARTNER-SPECIFIC AGREEMENT
Between
OLYMPIC COMMUNITY OF HEALTH
And
KITSAP PUBLIC HEALTH DISTRICT

THIS IMPLEMENTATION PARTNER-SPECIFIC AGREEMENT (hereafter “AGREEMENT”) is made by and between the **OLYMPIC COMMUNITY OF HEALTH** (also referred to as “OCH”) and **KITSAP PUBLIC HEALTH DISTRICT** (also referred to as “PARTNER”).

FOR CONSIDERATION of the mutual promises and covenants contained in this Agreement, the OCH and PARTNER agree as follows:

1. CHANGE PLAN

PARTNER agrees to complete the requirements under the Change Plan, also referred to as the Project Plan, as outlined in Attachment A, which will serve as the Scope of Work for this project. The Change Plan form is subject to Amendment by the OCH without the prior approval of the PARTNER for the duration of this Agreement. However, the agreed upon Scope of Work will not change without an Amendment agreed upon by both parties.

2. PERIOD OF PERFORMANCE

This Agreement, unless earlier terminated according to the provisions contained herein, shall cover the period of January 1, 2017 through December 31, 2021. This Agreement may be extended by written mutual consent of both parties.

3. PAYMENT AND COSTS

- a. **Basis for Payment to Partner.** Compensation to the PARTNER for performance of this Agreement is from the State of Washington Health Care Authority’s (HCA) Delivery System Reform Incentive Payment (DSRIP) program, authorized by OCH. PARTNER will receive payment of DSRIP funds from the Financial Executor portal in accordance with the payment schedule set forth in this Agreement and included in Attachment C, only if and to the extent that OCH has achieved project milestones and performance measures specified in the Change Plan. Payments of DSRIP funds are incentives based on performance, not payments or compensation for costs incurred. Payments are a portion of shared revenues earned by the region for the collective performance of the OCH and its partners to achieve Change Plan, Shared Change Plan and regional goals under the Washington Medicaid Transformation Project. **ANY FINAL PAYMENT DECISION IS IN THE SOLE DISCRETION OF HCA.**
- b. **Payments Contingent on Partner Compliance.** Payment of DSRIP Funds to the PARTNER is contingent on PARTNER complying with the terms of this Agreement. PARTNER acknowledges in accordance with this section and this Agreement, that any such funds received may not cover all the costs or expenses related to PARTNER’s participation in the DSRIP Change Plan.
- c. **Payment Process.** OCH will approve payment to be released from the HCA to the PARTNER through the Financial Executor (FE) Portal. The PARTNER must set up and manage an account on the Portal and sign a Standard Partnership Agreement (Attachment B) as required by Public Consulting Group, the organization which administers the Portal, to receive payment. OCH agrees to approve up to two

payments per project year, subject to the terms of this Agreement and the Change Plan, through the Financial Executor Portal to PARTNER. Full payments are contingent on all deliverables being met in accordance with the MTP Payment Policy. Failure to complete deliverables to the satisfaction of OCH may result in delayed or withheld payments.

- d. **Attestation of Organization Governance, Management and Financial Solvency.** Consistent with the required Change Plan Outcome, "Organization can exercise effective leadership, management, transparency and accountability of MTP activities throughout the duration of its Change Plan." by signing this Amendment, the PARTNER attests that the organization is financially solvent, and has and will maintain sufficient governance structures, financial controls, and resources necessary to undertake the work required of this Agreement and the Change Plan.
- e. **Attestation to Focus on Medicaid Beneficiaries.** Consistent with the intent of the Medicaid Transformation Project, by signing this Amendment, the PARTNER attests that the organization will focus Change Plan-related activities on the Medicaid population.

4. RECORD RETENTION AND AUDITING

OCH has specific records retention requirements according to state law. OCH may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all contract-related records for at least six years after termination of the Contract. The records shall be sufficient to support confirmation that all data submitted by PARTNER to the OCH for any and all reports required by the OCH, HCA or the Centers for Medicare and Medicaid Services (CMS) is accurate and complete. For more information, see Attachment B, Article III.

5. DATA SHARING AND PRIVACY

The parties understand that in the performance of this contract, they may need to exchange protected health information or other confidential information. They agree to comply with the Data Sharing and Privacy terms as described in Attachment B, Article IV.

6. DISPUTE RESOLUTION

- a. **Generally.** The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with the Change Plan and this Agreement. The parties will attempt to resolve their dispute first through an informal dispute resolution process. One party will send a notice to the other party containing a detailed description of the issue under dispute, the good faith basis for the dispute, and a proposed resolution. Within fifteen (15) calendar days of receiving the notice, the disputing parties will meet at a mutually agreeable location or will hold a conference call to attempt to resolve the dispute. Both parties will continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any dispute.
- b. In the event that a dispute arises under the Agreement that the parties are unable to resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: each party to this Agreement shall appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. The parties shall equally share the costs, if any, for the services of the Dispute Panel.

7. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded in any Washington State or Federal department or agency from

participating in transactions (debarred). PARTNER must immediately notify OCH if, during the term of this Agreement, PARTNER becomes debarred.

Each party represents and warrants that it is in compliance with, and will at all times hereafter comply with, all local, state, and federal licensing, accreditation and registration requirements and standards necessary for the performance of the Change Plan.

Each party represents and warrants that it has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein, and to perform its obligations in accordance with the terms of this Agreement.

Each party represents and warrants that it is in compliance with all applicable laws and regulations of the State of Washington and the United States.

8. INDEPENDENT CONTRACTOR

OCH and PARTNER understand and agree that the Parties intend to act and perform their respective obligations under this Agreement as independent contractors and that neither is an employee, partner, or joint venture of the other.

9. MODIFICATIONS. Any modifications to this Agreement may be made upon written consent of both parties. This section does not apply to Section 1 of this Agreement in which the OCH may make changes to the Change Plan form without consent of both parties.

10. INSURANCE

The PARTNER 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 PARTNER, its agents, representatives, or employees. 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 OCH's recourse to any remedy available at law or in equity.

11. TERMINATION

- a. **Termination by Partner.** PARTNER may terminate the Agreement on 30 days' written notice to the OCH. PARTNER may also terminate this Agreement by delivering written notice to OCH at least ninety (90) days before the end of any DSRIP Year (i.e., at least 90 days before December 31st of each year). In such event, termination in accordance with this section shall take effect at the end of the DSRIP year in which notice is provided, or earlier upon the written agreement of the Parties. PARTNER may terminate this Agreement immediately upon written notice to the OCH if HCA withdraws its approval for the OCH to participate in DSRIP.
- b. **Termination by OCH.** OCH may terminate this Agreement in the event that PARTNER breaches a material term of this Agreement or the Change Plan and fails to cure such breach within thirty (30) calendar days after receiving written notice from OCH regarding the breach (or such other longer cure period as OCH deems reasonable under the circumstances). In addition, OCH may terminate this Agreement upon twenty-four (24) hours' written notice to PARTNER if any license, certification or government approval of PARTNER material to its performance under this Agreement is suspended, terminated, revoked, or surrendered.

- c. **Effect and Process in the Event of Termination.** In the event of termination of this Agreement for any reason: (i) the Parties shall work together to assure that there is no interruption in needed services to members of the OCH client population and PARTNER's clients if the PARTNER has clients; and (ii) PARTNER shall return any unexpended Specified Purpose Funds provided by OCH to PARTNER. Specified Purpose Funds that were expended by PARTNER as of the date of termination and DSRIP Funds provided to PARTNER as a bonus payment for past performance shall not be subject to return by PARTNER.
- d. **Termination for Uncured Breach.** Either Party may terminate this Agreement upon the other Party's material breach of its obligations hereunder, which breach is uncured for a period of thirty (30) calendar days after the non-breaching Party has given the breaching Party notice of that breach and requested that the breaching Party cure that breach; provided that no opportunity to cure shall be provided and termination shall be immediate in the event of (a) a breach that cannot reasonably be cured within thirty (30) calendar days, (b) repeated breaches of the same obligation or (c) a breach that would expose the non-breaching Party to civil or criminal liability or would otherwise cause a violation of applicable laws, rules, regulations or accreditation standards applicable to a non-breaching Party. Termination of this Agreement by either Party shall automatically terminate PARTNER's participation in any Project under this agreement.

12. PARTNER AND OCH PROJECT MANAGERS

PARTNER's Contract Manager will have prime responsibility and final authority for the services provided under this Contract and be the principal point of contact for the OCH Contract Manager for all business matters, performance matters, and administrative activities. OCH's Contract Manager is responsible for monitoring the PARTNER'S performance and will be the contact person for all communications regarding Contract performance and deliverables. The OCH Contract Manager has the authority to reject any services that the OCH Contract Manager reasonably determines do not comply with the terms of the Contract. The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

PARTNER CONTRACT MANAGER INFORMATION

Name: Yolanda Fong
Title: Community Health Division Director
Address: 345 6th Street, Suite 300, Bremerton, WA 98337
Phone: (360) 728-2275
Email: yolanda.fong@kitsappublichealth.org

OCH CONTRACT MANAGER INFORMATION

Name: Margaret Moore
Title: Director of Administration
Address: 834 Sheridan Street, Port Townsend, WA 98368
Phone: (360) 689-2345
Email: margaret@olympicch.org

13. ASSIGNMENT

This Agreement may not be assigned or transferred by either party to this Agreement without the prior written consent of the other party.

14. FORCE MAJEURE

No Party shall be liable for any failure to perform its obligations where such failure is a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or telephone service], and no other Party will have a right to terminate this Agreement pursuant to the termination clause below.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

15. INDEMNIFICATION

Each party shall be responsible for, and shall indemnify and hold the other party harmless from, all reasonable claims and/or damages to persons and/or property resulting from its own negligent acts and omissions. 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.

16. INTELLECTUAL PROPERTY/PROPRIETARY RIGHTS

PARTNER agrees that any computer programs, software, documentation, copyrightable work, discoveries, inventions, improvements, or other deliverables (hereinafter "Work") developed by PARTNER solely, or with others, resulting from the performance of PARTNER's responsibilities and obligations pursuant to this Agreement are the property of the OCH. If for any reason the Work would not be considered a work made for hire under applicable law, for the consideration included herein, PARTNER does hereby sell, assign, and transfer to the OCH, its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work. PARTNER agrees to provide whatever assistance is necessary for the OCH to preserve its commercial interest including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement.

17. CONFLICT OF INTEREST

PARTNER acknowledges that no prior or existing relationships exist which would prevent PARTNER from entering into and fulfilling all obligations under this Agreement. OCH wishes to avoid any possibility of conflict arising in the future. Therefore, if any specific project(s) brought to the attention of PARTNER by OCH pose(s) a potential conflict of interest, PARTNER will immediately advise OCH and OCH shall not request Services on those specific projects. Likewise, if any specific project(s) brought to the attention of PARTNER by another pose(s) a potential conflict of interest with respect to this Agreement, PARTNER will either decline the other project or immediately advise OCH of the possibility of a conflict.

18. NON-AVAILABILITY OF FUNDS

Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfillment of this Agreement are at any time not forthcoming, then the OCH shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days written notice documenting lack of funding.

19. WAIVER OF BREACH

The waiver or failure to take action by either party hereto in regard to a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

20. AGREEMENT INTERPRETATION, APPLICABLE LAW AND VENUE

This Agreement has been and shall be construed as having been made and delivered in Jefferson County, Washington, and it is mutually understood and agreed by each party hereto that this Agreement shall be governed by the laws of the Washington, both as to interpretation and performance. The applicable law shall be the laws of the State of Washington. Any action in law, suit, and equity, or judicial proceedings for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained in the courts of competent jurisdiction located Jefferson County, Washington.

21. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained.

22. NOTICE

Any notice required or permitted under this Agreement shall be sufficient if given in writing and sent by email or registered mail or personal delivery or overnight courier service (i.e., FedEx, UPS, etc.)

To PARTNER at:

Organization: Kitsap Public Health District

Attn: Yolanda Fong

Street Address: 345 6th Street, Suite 300

City, State ZIP: Bremerton, WA 98337

Email: yolanda.fong@kitsappublichealth.org

To OCH at:

Organization: Olympic Community of Health

Attn: Margaret Moore

Street Address: 834 Sheridan Street

City, State ZIP: Port Townsend, WA 98368

Email: Margaret@olympicch.org

23. INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

Each of the items or documents listed below is by this reference incorporated into this Contract. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

- 1) Financial Executor Portal Standard Partnership Agreement, Attachment B
- 2) This Agreement
- 3) Change Plan, Attachment A
- 4) Additional Attachments: Payment Schedule, Attachment C; Deliverables Calendar, Attachment D

HAVING READ AND UNDERSTOOD THIS AGREEMENT, the parties have signed this Agreement and caused it to be executed in duplicate, with each of the copies to be considered an original agreement.

DATE: _____

Keith Grellner, Administrator

DATE: _____

OCH Project Manager

DATE: _____

OCH Executive Director or Director of Administration

ATTACHMENT A
CHANGE PLAN

Kitsap Public Health District

Care Coordination : 2018

Focus Area	Outcomes	Start Date	Target Date	Tactic
1) Population Health Management	A) Organization participates in an NCC bi-directional referral network for at-risk subpopulations	11/01/18	12/31/19	<p>1) Receive referrals from NCC partners for the following subpopulations</p> <p>Population(s) of focus:</p> <ul style="list-style-type: none"> e) Historical trauma and Adverse Childhood Experiences (ACEs) f) Women of childbearing age (15-44) g) Post partum women h) Pregnant women i) Low-income families j) Children (0-18) n) Individuals experiencing homelessness o) Individuals experiencing food insecurity p) Individuals experiencing unemployment q) Individuals experiencing isolation r) Individuals experiencing barriers to transportation s) Individuals with a substance use disorder <p>3) Review data by subpopulations to identify inequities by category such as race, gender, age, zip code, other(s)</p>
1) Population Health Management	B) Social determinants of health (SDOH) are assessed and integrated into standard practice	01/01/19	09/30/19	<p>1) Train staff about the impacts of SDOH on health</p> <p>2) Integrate SDOH screening tool in intake process and routine care</p> <p>3) Patients/clients are screened for specific SDOH needs</p> <p>Social Determinant</p> <ul style="list-style-type: none"> a) Housing status/needs d) Food status/needs f) Syringe exchange needs
1) Population	C) Care coordination protocols that include	11/01/18	09/30/19	<p>4) Create and implement protocol to follow-up with</p>

Kitsap Public Health District

Health
Management

**screening, appropriate referral, and closing
the loop on referrals are developed to
connect specific subpopulations to clinical
or community services**

[referral partner after referral is made](#)

[6\) Organization refers specific subpopulations to
appropriate clinical or community services](#)

Population(s) of focus:

- a) *Children who are overdue for well-child visits and/or immunizations to primary care or pediatrics
- d) Families, women, and children to other appropriate community-based organizations
- f) Pregnant women to appropriate prenatal care providers and/or other community-based organizations
- g) Women with risky health behaviors (alcohol use, tobacco use, illicit drug use, disordered eating, etc.) to community support programs and/or specialty care
- h) Women with prior adverse pregnancy outcomes and women with other identified risks (including social determinants) to community-based programs that provide intensive services during the prenatal and interconception periods (NFP, Healthy Start)
- i) Adults requiring syringe exchange services to exchange programs
- j) *Individuals with no medical home to primary care
- k) Individuals needing primary care services to primary care
- l) Individuals needing behavioral health services to behavioral health care (including SUD and MH services)

[7\) Sign Business Associate Agreements or equivalent with clinical partners involved with the client's care to support referrals OR contract with clinical partners to ensure shared patients/clients receive appropriate clinical services](#)

***List Partner(s):**

Willing to sign with any partner whom we do not have existing business agreement with

Kitsap Public Health District

8) Create and implement protocol to facilitate ongoing sharing of information to referring provider(s) about shared client(s)

1) Population
Health
Management

D) Organization provides care coordination services, social services and consumer education services for referred clients

01/01/19

06/30/20

- 5) Partner with public health and clinical partners to develop social marketing campaigns to promote healthy pre-conception care
- 6) Provide evidence-based prenatal or early childhood interventions to promote optimal health outcomes (Early Head Start, Head Start, Early Childhood Education and Assistance Program, Parents as Teachers, Parent Child Assistance Program, Nurse Family Partnership, Maternity Support Services)
- 7) Provide information or education to clients about appropriate clinical care settings
- 9) Educate clients/school/ children/ organizations/ community on healthy eating and active living
- 10) Raise public awareness about obesity through programs such as 5-2-1-0
- 12) Raise public awareness programs about opioid misuse and abuse prevention through data and programs such as It Starts with One
- 13) Needle exchange program or syringe exchange program

Kitsap Public Health District

Care Infrastructure : 2018

Focus Area	Outcomes	Start Date	Target Date	Tactic
1) Capacity Infrastructure	C) All staff understand the impact of trauma and health inequities on health	01/01/19	12/31/19	1) Offer training in health equity 2) Offer training in LGBTQ-inclusive care, 3) Offer training in NEAR sciences, historical trauma, and trauma-informed care
1) Capacity Infrastructure	F) Information is exchanged securely, appropriately, timely and efficiently	11/01/18	12/31/19	1) Implement protocol to obtain shared client records 2) Sign inter-organizational agreements for access to records of referred and/or shared clients 3) Participate in a technology platform (such as Olympic Digital HIT Commons or PreManage) that allows necessary client information to be exchanged between the referee and referral organization
1) Capacity Infrastructure	H) Workforce is trained in best practices to provide appropriate services to client population of focus	01/01/19	12/31/19	1) Staff is provided with resources to refer to crisis intervention services 3) Staff is trained in de-escalation
2) Sustainability	A) Transformation is sustained beyond the Medicaid Transformation Project	01/01/19	12/31/21	1) Implement value-based payment arrangements with MCOs and/or partners in your NCC 2) Offer organization financial or in-kind match of DSRIP funding 4) Support all-payer collaboration to foster system-wide transformation

Kitsap Public Health District

3) Administrative	A) Organization can exercise effective leadership, management, transparency and accountability of MTP activities throughout the duration of its Change Plan	11/01/18	12/31/21	<ul style="list-style-type: none">1) Establish and maintain an effective governance structure, and public access/reporting protocols regarding all MTP-related planning and decision-making2) Implement reporting policies and practices to ensure complete and timely reporting of change plan activities to OCH
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ATTACHMENT B

Master Services Agreement

On January 9, 2017, the Centers for Medicare & Medicaid Services (CMS) approved Washington State's request for a section 1115(a) Medicaid demonstration entitled Medicaid Transformation Demonstration (hereinafter "Demonstration"). Part of this Demonstration is a Delivery System Reform Incentive Payment (DSRIP) program, through which the State will make performance-based funding available to regionally-based Accountable Communities of Health (ACH) and their partnering providers. Attachment C to the Special Terms and Conditions (STCs) of the Demonstration contains a DSRIP Planning Protocol.

In order to assure consistent management of an accounting for the distribution of DSRIP funds across ACHs, the Health Care Authority (HCA) has selected a Financial Executor who is responsible for administering the funding distribution plan for the DSRIP program.

This STANDARD PARTNERSHIP AGREEMENT (SPA) sets forth the basic agreement between an ACH and a partnering provider Participant. In addition, each ACH and Participant may enter into a PROJECT-SPECIFIC AGREEMENT (PSA) that sets forth each party's responsibilities with respect to a specific DSRIP project submitted for approval to the HCA as well the funding, project milestones, performance metrics, and payment schedules for that project.

Article I. **Basic Roles and Responsibilities**

Section 1.01 *Roles and Responsibilities of ACH.* The ACH will have the following roles and responsibilities, in accordance with and subject to the Demonstration, this Agreement, the PSAs, and applicable law:

- (a) Establishing and maintaining a governance and organizational structure that complies with the terms of the Demonstration and the DSRIP Planning Protocol;
- (b) Developing and submitting a Project Plan for the approval of the Health Care Authority (HCA) that meets the requirements of the DSRIP Planning Protocol;
- (c) Preparing, filing and certifying progress milestones, performance metrics, and such other reports to HCA as are required under the Project Plan and the DSRIP Planning Protocol; and
- (d) Keeping partnering providers, including Participant, informed of all DSRIP related communications received by the ACH from the State and facilitating communication among the Partners regarding DSRIP matters.

Section 1.02 *Roles and Responsibilities of Participant.* Partnering providers, including Participant, will have the following roles and responsibilities, in accordance with and subject to the Demonstration, this Agreement, the PSAs, and applicable law:

- (a) Collaborating with the ACH and other partnering providers in good faith to implement DSRIP and the Project Plan;

- (b) Complying with Project Plan and PSA requirements, including but not limited to timely and accurate reporting in accordance with the performance measures, project milestones, and timelines specified in the Project Plan and the PSA; and
- (c) Providing such other information as reasonably requested by the ACH.

Section 1.03 *Roles and Responsibilities of the Financial Executor.* Although the Financial Executor is not a party to this SPA, the parties acknowledge that the Financial Executor has the following roles and responsibilities, in accordance with and subject to the terms and conditions of the Demonstration:

- (a) Provide accounting and banking management support for DSRIP incentive dollars;
- (b) Distribute earned funds in a timely manner to participating providers in accordance with the state-approved funding distribution plans;
- (c) Submit scheduled reports to HCA on the actual distribution of transformation project payments, fund balances and reconciliations; and
- (d) Develop and distribute budget forms to participating providers for receipt of incentive funds.

Article II. **Distribution of DSRIP Funds: General Principles**

Section 2.01 *Basis for Payment to Participant.* Participant will receive payment of DSRIP Funds from the Financial Executor in accordance with the payment schedule set forth in the Project Plan and PSA, only if and to the extent that the ACH has achieved the project milestones and performance measures specified in the Project Plan. Any final payment decision is in the sole discretion of HCA.

Section 2.02 *Payments Contingent on Participant Performance.* Payment of DSRIP Funds to the Participant is contingent on Participant complying with the terms of this Agreement and the PSA, including timely submission of data to the ACH to meet the ACH's reporting obligations to HCA; (ii) Participant's performance on the project milestones and performance outcomes established in the Project Plan and PSA; and (iii) such other conditions and criteria as are set forth in the Project Plan and PSA. Participant acknowledges in accordance with this section and Section 2.01, that it may not receive DSRIP funds, and that any such funds received may not cover all the costs or expenses related to Participant's participation in a DSRIP Project Plan.

Section 2.03 *Advance Payments.* In the event that the Project Plan calls for advance payment of DSRIP Funds to Participant for specified purposes ("Specified Purpose Funds"), Participant shall use those Funds only for the purposes specified, and must return any funds to the Financial Executor or the ACH not so expended within 30 days of demand by the Financial Executor or the ACH.

Article III. **Record Retention and Auditing**

Section 3.01 *Retention of Records.* Each party shall retain all records (“Records”) relating to its activities related to the DSRIP program for a period of not less than six years, or as otherwise required by applicable law and regulations.

Section 3.02 *Sufficiency of Records.* The Records shall be sufficient to support confirmation that all data submitted by Participant to the ACH and by the ACH to HCA for any and all reports required by the ACH, HCA or CMS is accurate and complete.

Section 3.03 *Audit.* All Records relating to the DSRIP program are subject at all reasonable times to inspection, review, or audit by HCA and other state and federal officials so authorized by law, rule, regulation, or agreement.

Article IV. **Data Sharing and Privacy**

Section 4.01 *Business Associate Agreement.* The parties agree that in order to implement a Project Plan, they may need to exchange protected health information (PHI). PHI will be shared only in accordance with all federal and state laws, rules, regulations and agency guidelines applicable to the privacy and security of health information, including without limitation, the Health Insurance Portability and Accountability Act of 1996 and its related regulations (“HIPAA”), as modified or amended from time to time.

Section 4.02 *Sharing Confidential Information.* The parties acknowledge that, in addition to sharing PHI in accordance with the terms of the Business Associate Agreement, they may need to share other Confidential Information. “Confidential Information” means information of a Party, regardless of the form or media in which it is disclosed, which is identified in writing or other manner as confidential, restricted, or proprietary. The parties shall share Confidential Information in accordance with this Article IV.

Section 4.03 *Obligations of Confidentiality and Restrictions on Use.* A Party receiving Confidential Information from the other Party (the “Receiving Party”) shall not: (a) use the Confidential Information of the Party making the disclosure (the “Disclosing Party”), except as necessary to perform its obligations or exercise its rights under this SPA or to carry out the Project Plan or DSRIP Requirements; or (b) disclose or otherwise allow access to the Confidential Information of the Disclosing Party to a third party, except as permitted in this Section. The Receiving Party shall protect the Confidential Information of the Disclosing Party with at least the same level of care as it protects its own Confidential Information of similar nature, but not less than a reasonable level of care.

Section 4.04 *Disclosure of Confidential Information to Representatives.* The Receiving Party may disclose the Disclosing Party’s Confidential Information to the Receiving Party’s officers, directors, employees, professional advisors, and other agents and representatives to the extent such disclosure is necessary for the performance of their obligations under this Agreement; provided, however, that the Receiving Party shall cause such Confidential Information to be held in confidence by any such recipient.

Section 4.05 *Compelled Disclosure.* If a Receiving Party is requested by a court or state or federal regulatory body to disclose Confidential Information in any legal or administrative proceeding or determines that a disclosure is affirmatively required by applicable laws, the

Receiving Party shall promptly notify the Disclosing Party of such request or determination so that the Disclosing Party may take, at its expense, such steps as are necessary to protect the Confidential Information. If the Receiving Party is thereafter required to disclose the Confidential Information to the court or regulatory body compelling such disclosure or to which such disclosure is required to be made, only the part of such Confidential Information as is required by applicable laws shall be disclosed.

Section 4.06 *Exceptions.* The obligations of confidentiality and restrictions on use as set forth in this Agreement shall not apply to any Confidential Information that: (a) is in the public domain or is otherwise publicly known, without any breach hereof; (b) was previously known prior to disclosure by the Disclosing Party hereunder to the Receiving Party free of any obligation to keep it confidential; (c) was rightfully received by the Receiving Party from a third party whose disclosure would not violate a confidentiality obligation owed by such third party to the Disclosing Party and which disclosure was not in breach of the Agreement; (d) was subsequently and independently developed by the Receiving Party without reference to such Confidential Information disclosed under the Agreement; or (e) was expressly approved for release by written authorization of the Disclosing Party.

Section 4.07 *Obligations Upon Termination.* Upon expiration or termination of this Agreement for any reason, each Party shall promptly return, or destroy in a secure manner, any Confidential Information of the other Party and shall retain no copies thereof, except as required by law or to verify or document performance under this Agreement for audit purposes and to enforce its rights and defend itself from any claims or causes of action related to this Agreement or the other Party. Each Party shall extend the protections of this Agreement to any Confidential Information retained pursuant to this section and limit further uses and disclosures to those purposes permitted by this section.

Article V. **Dispute Resolution**

Section 5.01 *Informal Dispute Resolution.* The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with the Project Plan, this SPA and any applicable PSA. The parties will attempt to resolve their dispute first through an informal dispute resolution process. One party will send a notice to the other party containing a detailed description of the issue under dispute, the good faith basis for the dispute, and a proposed resolution. Within fifteen (15) calendar days of receiving the notice, the disputing parties will meet at a mutually agreeable location or will hold a conference call to attempt to resolve the dispute. Both parties will continue without delay to carry out their respective responsibilities under these Agreements while attempting to resolve any dispute.

Article VI. **Representations and Warranties**

Section 6.01 Each party represents and warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). Participant must immediately notify ACH if, during the term of this SPA, Participant becomes debarred.

Section 6.02 Each party represents and warrants that it is in compliance with, and will at all times hereafter comply with, all local, state, and federal licensing, accreditation and registration requirements and standards necessary for the performance of the Project Plan.

Section 6.03 Each party represents and warrants that it has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein, and to perform its obligations in accordance with the terms of this SPA.

Article VII. **Miscellaneous**

Section 7.01 *Independent Contractor.* ACH and Participant understand and agree that the Parties intend to act and perform their respective obligations under this Agreement and any accompanying PSA as independent contractors and that neither is an employee, partner, or joint venture of the other.

Section 7.02 *Required Insurance.* Each Party shall, at its own cost and expense, have in effect insurance coverage of such amounts and types usually maintained by entities such as the Parties, including but not limited to comprehensive general liability insurance, workers compensation, and errors and omissions coverage.

Article VIII. **Term and Termination**

Section 8.01 *Term.* This Agreement shall terminate on December 31, 2021, unless terminated earlier in accordance with the provisions of this Article.

Section 8.02 *Termination by Participant.* Participant may terminate the Agreement on 30 days' written notice to the ACH. Participant may also terminate this Agreement by delivering written notice to ACH at least ninety (90) days before the end of any DSRIP Year (i.e., at least 90 days before December 31st of each year). In such event, termination in accordance with this Article shall take effect at the end of the DSRIP year in which notice is provided, or earlier upon the written agreement of the Parties. Participant may terminate this Agreement immediately upon written notice to the ACH if HCA withdraws its approval for the ACH to participate in DSRIP.

Section 8.03 *Termination by ACH.* ACH may terminate this Agreement in the event that Participant breaches a material term of this SPA, any relevant PSA, or the Project Plan and fails to cure such breach within thirty (30) calendar days after receiving written notice from ACH regarding the breach (or such other longer cure period as ACH deems reasonable under the circumstances). In addition, ACH may terminate this Agreement upon twenty-four (24) hours' written notice to Participant if any license, certification or government approval of Participant material to its performance under this Agreement is suspended, terminated, revoked, or surrendered.

Section 8.04 *Termination for Exclusion.* Either Party may terminate this Agreement immediately if the other Party or any of its employees, agents or contractors are excluded from the Medicare or Medicaid program or any other federal or state health care program and, where the exclusion applies to the Party's employees, agents or contractors, the Party fails to terminate such employees, agents or contractors within five (5) business days of becoming aware of the exclusion.

Section 8.05 *Effect and Process in the Event of Termination.* In the event of termination of this Agreement for any reason: (i) the Parties shall work together to assure that there is no interruption in needed services to members of the ACH patient population and Participant's patients and (ii) Participant shall return any unexpended Specified Purpose Funds provided by ACH to Participant. Specified Purpose Funds that were expended by Participant as of the date of termination and DSRIP Funds provided to Participant as a bonus payment for past performance shall not be subject to return by Participant.

Section 8.06 *Termination for Uncured Breach.* Either Party may terminate this Agreement upon the other Party's material breach of its obligations hereunder, which breach is uncured for a period of thirty (30) calendar days after the non-breaching Party has given the breaching Party notice of that breach and requested that the breaching Party cure that breach; provided that no opportunity to cure shall be provided and termination shall be immediate in the event of (a) a breach that cannot reasonably be cured within thirty (30) calendar days, (b) repeated breaches of the same obligation or (c) a breach that would expose the non-breaching Party to civil or criminal liability or would otherwise cause a violation of applicable laws, rules, regulations or accreditation standards applicable to a non-breaching Party. Termination of this Participation Agreement by either Party shall automatically terminate Participant's participation in any Project under this agreement.

ATTACHMENT C

Payment Schedule

For the completion of the deliverables set forth in this contract, the partner shall be paid up to the following amounts for each calendar year while completing the work as described in the Change Plan:

Year	Payment
2018 (to be remitted to KPHD immediately upon contract signing)	\$25,000
2019	\$47,552
2020	\$46,427
2021	\$45,302

Additionally, Kitsap Public Health is anticipated to receive up to the following amounts in the years after the work has been completed. The Olympic region will continue to receive funding in these years as data related to the contract is received by the HCA.

2022	\$29,451
2023	\$18,393

Finally, Kitsap Public Health may receive additional funding for income received by the Olympic region in relation to the level that the region performs above initial estimates. Funding received beyond initial estimates goes to a “bonus pool” that is then allocated to the region. These amounts cannot be estimated by OCH at this time, but will be remitted to partners in addition to anticipated payments.

ATTACHMENT D

Olympic Community of Health Change Plan Implementation Partner Deliverables Calendar 2019-2021

	January	February	March	April	May	June	July	August	September	October	November	December
Progress to Date Report (ORCA)	Action required due 1/31 (2020-)						Action required due 7/31					
Intermediary Metrics Report (ORCA)				Action required due 4/12 (2019-)				Action required Due 8/30				
Clinical-Community Linkage Assessment (Excel)	Identify partners, start work on this after Feb NCC (2019)						Continue assessments after Regional Convening (2019)					
Site Visit			x						x			
Internal Quality Improvement meetings	x	x	x	x	x	x	x	x	x	x	x	x
P4Rs (ORCA?)						Action required Due 6/30 (2019)						Action required Due 12/31
Participate in NCC Convenings	Clallam: 2/25, Kitsap 2/26, Jefferson 2/27					Regional NCC 6/25				Opioid summit (optional)		
Change Plan Updates (ORCA)											CP unlocked 11/1, action required due 11/27	
Contract Amendments	Amend contract (2019) released 1/23	Amend contract (2019) due 2/8									Amendment template distributed 11/1 (2019-)	Action required due 12/16 (2019-)
Payments						6/21/2019 schedule; 6/28/2019 payment (except Hospitals)						x (All partners)

INTERAGENCY AGREEMENT FOR ENVIRONMENTAL HEALTH SERVICES

This Interagency Agreement for Environmental Health Services (“Agreement”) is entered into between the Kitsap Public Health District, a health district formed pursuant to chapter 70.46 RCW (“District”), and the Port Gamble S’Klallam Tribe, a federally recognized Indian tribe (“Tribe”).

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Services.** An Environmental Health Specialist (EHS) employed by the District will be designated to provide food safety training, inspection, and consultative services to the Tribe as described in the Community Food Safety/Environmental Health Coordinator Job Profile, which is incorporated by reference as **Attachment A**. One to two routine inspections will be performed annually at each establishment, and follow-up inspections will be conducted as needed until critical violations are corrected; follow-up inspections at The Point Casino & Hotel will not be conducted by the District. Inspections will occur without prior notification at the following Port Gamble S’Klallam Tribe food service establishments:

The Point Casino & Hotel:
Point Julia Café
Pizza Pit
Little Boston Bistro
Market Fresh Buffet
Boom Room
Center Bar
Market Fresh Catering
The Gliding Eagle Market
The Gliding Eagle Market Deli
The Gliding Eagle Espresso
Elders Services Lunch Program
Children Head Start Center
Summer Food Program

Adulterated food found during inspections will result in reconditioning or destruction as outlined in the Reconditioning and Destruction Guidelines, which are incorporated by reference as **Attachment B**.

Food safety or facility complaints regarding Tribe establishments, which are received by the District, will be reported to the Tribe. Following the Tribe’s review of the complaint, the Tribe may request that the EHS perform a complaint inspection at the implicated facility.

2. **Compensation.** The Tribe agrees to compensate the District for such environmental health services at the rate of \$145.00 per hour (salary, benefits, and administration costs based on the particular staff person utilized), not to exceed 40 hours per year. The days and hours worked will be mutually agreed upon between the EHS and the Executive Director for the Tribe. Mileage will be reimbursed at the current IRS rate.

3. **Period of Performance.** The period of performance of this Agreement is April 2, 2019 through December 31, 2020.

4. **Qualifications.** The designated EHS will have the qualifications necessary to successfully complete the objectives of this Agreement.

5. **Work Determination.** The specific work and activities to be performed under this Agreement will be determined by the Executive Director of the Tribe. Points of contact for each food venue are:

Upon arrival at The Point Casino & Hotel properties, an agent from the Tribal Gaming Agency and Chef on duty should be notified of the inspector's arrival by Casino staff.

The Point Casino & Hotel:	Chuck Belanger, Food & Beverage Director
Point Julia Café	
Pizza Pit	
Little Boston Bistro	
Market Fresh Buffet	
Boom Room	
Center Bar	
Market Fresh Catering	
The Gliding Eagle Market	Roberto Cox, Operations Manager
The Gliding Eagle Market Deli	
The Gliding Eagle Espresso	
Elders Services Lunch Program	Susan Hanna, Elder Program Manager
Children Head Start Center	Jacki Haight, Early Childhood Director
Summer Food Program	Stacy Mills, TANF manager

6. **Employee Status.** The EHS will at all times during the term of this Agreement remain under the ultimate supervision and control of the District and be considered an employee of the Health District and not of the Tribe.

7. **Invoice and Payment.** The Health District will invoice once a month for services rendered. The Tribe agrees to pay the invoice within 30 days of receipt.

8. **Notices.** Any notice, invoice, or payment required or permitted under this Agreement will be addressed as follows:

District

Tribe

Dayna Katula
Kitsap Public Health District
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2301

Kelly Sullivan
Port Gamble S'Klallam Tribe
31912 Little Boston Road NE
Kingston, WA 98346
(360) 297-6259

9. **Records Maintenance.** The Tribe and the EHS will maintain all records, reports, and documents in accordance with Tribal Health Codes and regulations and in compliance with applicable federal, state, and local laws.

10. **Indemnification.** Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, employees, and agents against all claims, losses, damages, suits, and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, employees, and agents in the performance of this Agreement. This provision will survive the termination of this Agreement. Solely for the purposes of this provision, each party 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.

11. **Termination.** This Agreement may be terminated by either party upon giving at least 30 days' advance written notice to the other party.

12. **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.

13. **Amendment.** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.

14. **No Waiver.** The failure of either party to insist upon strict performance of any term or condition of this Agreement will not be construed to be a waiver, unless expressly so stated in a writing signed by an authorized representative of that party.

15. **Legal Effect.** Each party warrants that it has taken all actions necessary for this Agreement to take legal effect and that the person signing on its behalf has full legal authority.

16. **Legal Compliance.** The parties agree to comply with all applicable federal, state, and local laws in the performance of this Agreement.

KITSAP PUBLIC HEALTH DISTRICT

By: _____
Keith Grellner
Administrator

Date: _____

PORT GAMBLE S'KLALLAM TRIBE

By: _____
Jeromy Sullivan
Tribal Chairman

Date: _____

JOB PROFILE

Community Food Safety/Environmental Health Coordinator

DEFINITION

The Food and Living Environment Program is mandated by the specific function of this position to provide food safety training, inspection, and consultation services in order to promote and protect the health, safety, and well-being of the public and to prevent the spread of disease by contaminated food. Failure to perform tasks essential to the position could result in an increase in foodborne illness.

ESSENTIAL FUNCTIONS

- Ensures compliance of the Washington State Retail Food Code Chapter 246-215 Washington Administrative Code (WAC) and Kitsap Public Health Board Ordinance 2014-01 in regard to food safety and education and training in regard to safe food handling techniques and the prevention of foodborne disease.
- Conducts food service establishment inspections in assigned area and conducts follow-up instructions.
- Conducts temporary food service establishment inspections and re-inspections as necessary.
- Conducts interviews and investigations of foodborne illness complaints.
- Responds to general food service establishment complaints and makes inspections as necessary.
- Provides consultation in regard to current food service and disease prevention issues, technology and regulations.
- Provides technical assistance per request.
- Develops and provides educational materials as needed.
- Maintains program records, enters and analyzes data, and produces reports as required.
- Conducts training sessions per request.
- Establishes and maintains cooperative, effective working relationships using principles of good customer service.

REQUIRED KNOWLEDGE & ABILITIES

Knowledge of:

- The field of assignment sufficient to perform thoroughly and accurately the full scope of responsibility as illustrated by example in this description.
- Principles, procedures, functions and practices in the environmental health field. Program planning, preparation of public health advisory information and education programs and development of codes, ordinances, policies and procedures; recordkeeping; and complex mathematics.
- Methods and techniques of conducting research, analysis and report preparation.
- Correct English usage including grammar, spelling, and punctuation.

- Communication business practices including electronic, telephone or direct public contact.
- Computer operation and a variety of software including word processing, spreadsheet, database and other applications related to the area of assignment.

Ability to:

- Listen attentively and communicate effectively and persuasively, both orally and in writing, in clear, concise language appropriate for the purpose and parties addressed, concerning complex or sensitive matters, including making presentations to diverse audiences.
- Conduct field inspections, analyze findings and prepare logical findings and recommendations.
- Use tact, discretion, respect and courtesy to gain the cooperation of others and establish and maintain effective working relationships with rapport with co-workers, volunteers, other programs, officials, representatives of other agencies and businesses, and diverse members of the public.
- Read, understand, interpret and apply appropriately the terminology, instructions, policies, procedures, legal requirements and regulations pertinent to the area of assignment.
- Assure that absolute confidentiality is maintained as required and sensitive information is handled appropriately.
- Fulfill the commitment of the District to provide outstanding customer service.
- Organize, prioritize and coordinate work assignments. Work effectively in a multi-task environment. Take appropriate initiative. Apply good judgment, creativity and logical thinking to obtain potential solutions to unique problems and to make reasoned decisions within the scope of knowledge and authority or refer to the appropriate person.
- Be attentive to detail, consistently follow written and oral instructions and guidelines, maintain a high degree of accuracy and complete records, make complex mathematical calculations, check data, and prepare and review material in reports and correspondence.
- Proficiently and accurately operate office and other equipment standard to the area of assignment.
- Utilize computers, databases and related software and automated equipment to produce worksheets and reports, typing with sufficient speed and accuracy to accomplish assignments in a timely manner.
- Communicate orally and in writing to a variety of audiences in a clear, comprehensive, effective and professional manner.
- Gather and analyze data and develop clear, concise and comprehensive reports, correspondence and other written materials.
- Exercise discretion and sound independent judgment in decision making.
- Coordinate, organize, and prioritize work, follow directions, instructions and protocol in the course of duties assigned.

- Work both independently and cooperatively within a collaborative team-oriented environment.
- Maintain current knowledge for assigned areas and adapt to new technologies, keeping technical skills up to date.

FOOD DESTRUCTION AND RECONDITIONING: GUIDELINES FOR HANDING POTENTIALLY HAZARDOUS FOOD HELD AT IMPROPER TEMPERATURES

When Potentially Hazardous Foods (PHF) are found at improper temperatures, you must make a safe decision about what to do with them. For example, what should you do if you find milk in a refrigerator at 55°F or chili in a soup warmer at 115°F? The chart at the end summarizes how to properly treat a food found at an improper temperature.

DEFINITIONS USED IN THIS GUIDELINE

POTENTIALLY HAZARDOUS FOOD (PHF): A type of food that can support growth of bacteria that are infectious or are capable of producing a toxin (poison), when they are not temperature controlled. Examples include meat, eggs, fish, dairy products, sprouts, cooked rice, cooked pasta, cooked beans, cooked vegetables, and cooked fruits.

TEMPERATURE DANGER ZONE: A temperature range between 41°F and 135°F, within which PHFs must not be stored.

DESTRUCTION: Making a food product inedible by covering it, for example, with soap or bleach.

RECONDITIONING: Either immediately reheating food to 165°F, or cooling it to 41°F, so that it is safe to be served later.

HOT HOLDING: Keeping PHF at 135°F or above so that bacteria will not grow in or on it.

COLD HOLDING: Keeping PHF at 41°F or below so that bacteria will not grow in or on it.

ROOM TEMPERATURE STORAGE: Storing food without intention to keep it cold or hot. Examples include storing food on a countertop, in a refrigerator that is not working, and in a pan that is not heated.

COOLING: Cooling hot PHF from 135°F to 41°F. This must be done quickly enough so that the food does not stay in the Temperature Danger Zone for long enough for bacteria to grow. See our Cooling Handout for more details.

REHEATING: Reheating PHF to 165°F--which must be done within 2 hours.



**KITSAP PUBLIC
HEALTH DISTRICT**

345 6th Street
Suite 300
Bremerton, WA 98337

360-728-2235 t.

kitsappublichealth.org

Continued...

FOOD DESTRUCTION AND RECONDITIONING GUIDELINE CHART FOR POTENTIALLY HAZARDOUS FOOD HELD AT IMPROPER TEMPERATURES

Temperature	Status/Operation	Duration of Time	Destruction/Reconditioning
42-45°F	Cold Holding	N/A	Cool to 41°F
46-55°F	Cold Holding	Less than 12 hours	Cool to 41°F
		More than 12 hours	Destroy food
	Cooling	More than 6 hours, but less than 8 hours	Rapidly reheat to 165°F; then Cool to 41°F
		More than 8 hours	Destroy food
	Reheating	More than 4 hours	Destroy food
56-69°F	Cold Holding	Less than 4 hours	Cook/Reheat to 165°F; then Cool to 41°F
		More than 4 hours	Destroy food
	Room Temperature Storage	Less than 4 hours	Cook/Reheat to 165°F; then Cool to 41°F
		More than 4 hours	Destroy food
	Cooling	More than 6 hours	Destroy food
	Reheating	More than 4 hours	Destroy food
70-129°F	Room Temperature Storage	Less than 2 hours	Cook/Reheat to 165°F; then Cool to 41°F
		More than 2 hours	Destroy food
	Hot Holding	Less than 2 hours	Reheat to 165°F
		More than 2 hours	Destroy food
	Cooling	More than 2 hours, but less than 4 hours	Cook/Reheat to 165°F; then Cool to 41°F
		More than 4 hours	Destroy food
	Reheating	More than 2 hours	Destroy food
129-134°F	Hot Holding	N/A	Reheat to 165°F

SOFTWARE SUBLICENSE AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
And
JEFFERSON COUNTY PUBLIC HEALTH

This Software Sublicense 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 Jefferson County Public Health, hereinafter referred to as “JCPH.” The District and JCPH are hereinafter collectively referred to as the “Parties.” The Parties mutually agree as follows:

1. **Period of Performance:** The period of performance of this Agreement shall be from January 1, 2019 through December 31, 2021, unless terminated sooner or extended as provided for herein. This Agreement shall supersede all previous agreements concerning CHAMP Software and/or Nightingale Notes applications.
2. **Purpose:** The District and JCPH desire to enter into a software sublicense agreement to permit JCPH to use Health District Nightingale Notes licenses in their Public Health Programs. The District agrees to provide CHAMP Software’s Nightingale Notes program and that permission to subcontract these licenses from CHAMP has been granted. See **ATTACHMENT A**, hereto attached.
3. **Qualifications/Eligibility:** JCPH staff utilizing the Nightingale Notes program, and any associated software and/or applications shall comply with JCPH’s HIPAA training requirements.
4. **Compensation:** JCPH agrees to pay the pro-rata share of the Champ Software invoice for the support period beginning September 1 of the previous year. The pro-rata share is based on active users as of September 1st of the previous year. A minimum of two (2) users are required per year.

For example, the 2018 Champ Software invoice was \$14,287.72 and JCPH had 8 active users, Mason had 6 active users and the Health District had 18 active users. JCPH had 25% of the active users and their 2019 software license fee is \$3,571.93. See the 2018 annual invoice, attached hereto and incorporated hereinafter as **ATTACHMENT B**.

5. **Notices:**

If to the District:

Kitsap Public Health District
Attn: Yolanda Fong
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2275
yolanda.fong@kitsappublichealth.org

If to the Sublicensee:

Jefferson County Public Health
Attn: CONTACT
615 Sheridan Street
Port Townsend, WA 98368
(360) 385-9421
jmatter@co.jefferson.wa.us

6. **Billings:** Billings to the JCPH shall be submitted no more frequently than every 30 days, and shall be sent to:

Jefferson County Public Health
Accounts Payable
315 Sheridan Street
Port Townsend, WA 98368

7. **Independent Contractor:** JCPH and its employees or agents performing under this Agreement are not employees or agents of the District.
8. **Ownership of Materials:** The District retains the ownership of Nightingale Notes licenses.
9. **Defense and Indemnification:** JCPH shall defend, indemnify and hold harmless the District, its officers, officials, employees, and volunteers, from and against all claims, injuries, damages, liabilities, losses, suits, judgments, fines, assessments, penalties, awards, or other expenses, of any nature whatsoever, including without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation, or dispute resolution, relating to or arising out of any breach of this Agreement by JCPH, its officers, officials, employees, volunteers, agents, or sub-contractors. Reimbursement for Costs Incurred Due to Breach: JCPH shall reimburse the District, without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured protected health information by JCPH. Solely for the purposes of this section, JCPH 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.

JCPH agrees to indemnify and hold the District harmless for any damages related to unauthorized use or disclosure of confidential information by JCPH, its officers, directors, employees, subcontractors, or agents.

10. **Insurance:** JCPH 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 JCPH, its agents, representatives, or employees.

No Limitation. JCPH's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of JCPH 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

JCPH shall obtain insurance of the types described below:

1. 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.
2. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
3. Professional Liability insurance appropriate to JCPH's profession. JCPH shall provide the District with proof of liability insurance or professional errors and omissions coverage as appropriate.

B. Minimum Amounts of Insurance

JCPH shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

2. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
3. Privacy Breach Response Coverage JCPH must maintain insurance to cover costs incurred in connection with a Breach, or potential Breach, including:

Computer forensics assistance to assess the impact of the Breach or potential Breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with Breach notification laws.

Notification and call center services for individuals affected by a Breach.

Breach resolution and mitigation services for individuals affected by a Breach, including fraud prevention, credit monitoring and identity theft assistance.

Regulatory defense, fines and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulations(s).

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. JCPH's insurance coverage shall be primary insurance as respect the District. Any insurance, self-insurance, or insurance pool coverage maintained by the District shall be excess of JCPH's insurance and shall not contribute with it.
2. JCPH's insurance coverage must be maintained for the term of this Agreement.

D. Acceptability of Insurers

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

E. Verification of Coverage

JCPH 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 JCPH before commencement of the work.

- 11. Safeguarding of Information:** The use or disclosure by JCPH of any information or documents obtained by JCPH in the course of contract performance for any purpose not directly connected with JCPH's responsibilities under this Agreement is prohibited except as may be required by law. JCPH shall implement physical, technical, and managerial safeguards.
- 12. Statutory and Regulatory Compliance:** JCPH shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.
- 13. Compliance with State and Federal Confidentiality Laws:** JCPH shall not use or disclose any protected health information (PHI) or personally identifiable information (PII) created or shared under this Agreement for any purpose not directly connected with this Agreement or in any manner that would constitute a violation of the Health Information Portability and Accountability Act, commonly known as HIPAA, and any regulations enacted pursuant to its provisions. Any PHI or PII collected, used, or acquired in connection

with this Agreement shall be subject to RCW 42.56.590 and Chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations. JCPH agrees not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons PHI or PII without the express written consent of the District. For the purpose of this section, PII means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name, etc. JCPH shall sign a Business Associate Agreement which is incorporated into this Agreement as **ATTACHMENT B**.

14. Notification of Breach or Potential breach of Protected Information:

- A. If JCPH discovers or is notified of a breach or potential breach of security systems protecting PHI or PII under this Agreement, it shall notify the District's Privacy Officer at (360) 728-2262 within 24 hours of that discovery or notification.
- B. JCPH will take all steps necessary to mitigate any potentially harmful effects of the security breach or unauthorized access to PHI or PII, including, but not limited to, sanctioning employees and taking steps necessary to stop further unauthorized access.
- C. If notification of the breach or possible Breach must (in the judgment of the District) be made under the HIPAA Breach Notification rule, or RCW 42.56.590 or RCW 19.255.010, or other law or rule, then:

The District may choose to make any required notifications to the individuals, to the U.S. Department of Health and Human Services Secretary (DHHS) Secretary, and to the media, or direct JCPH to make them or any of them.

In any case, JCPH will pay the reasonable costs of notification to individuals, media, and governmental agencies and of other actions the District reasonably considers appropriate to protect the District's clients (such as paying for regular credit watches in some cases).

Any breach of this clause may result in termination of the Sublicense Contract and the demand for return or disposition of all confidential information.

JCPH's obligations regarding Breach notification survive the termination of this Agreement and continue for as long as JCPH maintains the confidential information and for any breach or possible breach at any time.

15. Records Inspection and Retention: JCPH shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein. The District may, at reasonable times, inspect the books and records of JCPH relating to the performance of the Agreement. JCPH will retain for audit purposes all Contract-related records for at least six (6) years after termination of the Agreement. If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit finding involving the records have been resolved.

16. Right of Inspection: JCPH shall provide right of access to its facilities to the District, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable time, in order to monitor and evaluation performance, compliance, and or quality assurance under this Agreement.

17. Subcontracting: JCPH shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the District.

18. Successors and Assigns: The District, to the extent permitted by law, and JCPH each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Agreement and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Agreement.

19. Non-Discrimination: JCPH 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.

20. Amendment: This Agreement may be modified only by a written amendment executed by authorized representatives of both parties. In order to be effective, any agreement, renewal, amendment, or modification must be in writing, be signed by both parties, and be attached to the Agreement.

21. Termination:

- A. For Convenience: Either party may terminate this Agreement upon giving at least 30-days advance written notice to the other.
- B. For Funding: If funding for the Agreement or matter is withdrawn, reduced or limited in any way after the Agreement is signed or becomes effective, the Parties may summarily terminate the Agreement notwithstanding any other termination provision in the Agreement. Termination under this provision will be effective upon the date specified in the written notice of termination. No costs incurred after the effective date of the termination will be paid.
- C. For Cause: If the either party fails to perform in the manner called for in the Agreement, or if either party fails to comply with any other provision of the Agreement and fails to correct such noncompliance with thirty (30) days written notice thereof, the aggrieved party may terminate the Agreement for cause. Termination shall be affected by serving a notice of termination on the party setting forth the manner in which the party is in default.

In the event of termination, JCPH shall settle all outstanding liabilities and all claims arising out of such termination of orders, with the approval or ratification of the District to the extent the District may require, which approval or ratification shall be final for all the purposes of this clause.

22. Dispute Resolution: In the event that a dispute or conflict arises under the Agreement that the Parties are unable to resolve with good faith efforts, they shall allow the dispute to be decided by a Dispute Panel in the following manner: A Mediator shall be mutually appointed by both parties, and each party shall appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the Parties hereto. The Parties shall equally share the costs, if any, for the services of the Dispute Panel.

23. Choice of Law: The Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that the Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of the Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.

24. No Waiver: The Parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Agreement, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Agreement at a later time.

25. Severability: If a court of competent jurisdiction holds any provision of the Agreement to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected,

and the Parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of the Agreement conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

- 26. Notices:** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Notices provision of the Agreement. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served.
- 27. Survival:** Those provisions of the Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include but are not necessarily limited to the following: Indemnification, Termination, Disputes, Confidentiality, Choice of Law, No Waiver, Records Inspection and Retention, and Severability.
- 28. Assignment, Delegation, and Subcontracting:** JCPH will perform under the Agreement using only its bona fide employees or agents, and the obligations and duties of JCPH under the Agreement will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the District.
- 29. Personnel Removal:** JCPH agrees to remove immediately any of its subcontractors, employees, agents, or representatives from assignment to perform services under the Agreement upon receipt of a written request to do so from the District's contract representative or designee.
- 30. 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

KITSAP PUBLIC HEALTH DISTRICT

JEFFERSON COUNTY PUBLIC HEALTH

By: _____
Keith Grellner, Administrator

By: _____
Vicki Kirkpatrick, Director

Date: _____

Date: _____

RECEIVED

JUL 09 2018

KITSAP PUBLIC
HEALTH DISTRICT

INVOICE

Champ Software, Inc.
PO Box 2246
North Mankato, MN 56002
(507)388-4141
Accounting@champsoftware.com
http://champsoftware.com

Alp# 330427

BILL TO

Kitsap Public Health District
Attn: Katie Eilers
345 6th St., Suite 300
Bremerton, WA 98337

INVOICE # 5010

DATE 07/03/2018

DUE DATE 08/31/2018

ACTIVITY

QTY

RATE

AMOUNT

WA Nightingale Notes Support

Annual support for 20 Nightingale Notes concurrent licenses
from 9-1-18 to 8-31-19.

1

13,108.00

13,108.00T

We are transitioning you into Nightingale Notes Silver, effective on your 2017 renewal. This means that as of your 9-1-17 renewal you will have all of the Silver features available to you but you will not immediately be paying Silver pricing. Champ has been serving the public health field for over 30 years, and fully understands your budget limitations. To facilitate the transition to NN Silver, we are phasing in the financial impact over a period of several years rather than all at once. There will be a training fee when a feature is turned on.

Thank you for choosing Nightingale Notes by Champ Software!

SUBTOTAL

13,108.00

TAX (9%)

1,179.72

TOTAL

14,287.72

BALANCE DUE

\$14,287.72

OKAY TO PAY	
\$ 14,287.72	(required)
Signature <i>[Signature]</i>	Date 7/19/18
Charge To:	
Attach packing slip, etc., if available, & forward to Accounting	

ATTACHMENT B HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (“Agreement”) is entered into by and between the Kitsap Public Health District (“Covered Entity”) and Jefferson County Public Health (“Business Associate”).

Section I: Purpose

Performance of the Underlying Agreement may require Business Associate to use or disclose protected health information that is subject to provisions of the Health Insurance Portability and Accountability Act of 1996, set forth in 45 C.F.R. Parts 160 and 164 (commonly known as the “HIPAA Rules”).

The purpose of this Agreement is to set forth the obligations of the Parties with regard to the way in which protected health information is created, used, disclosed, maintained, provided or received on behalf of Covered entity by the Business Associate.

Section II. Definitions

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

Specific Definitions:

1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to this Agreement shall mean Jefferson County Public Health.
2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” in 45 CFR 160.103, and in reference to the party in this Agreement shall mean the Kitsap Public Health District.
3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and 164.

Section III. Obligations and Activities of Business Associate

Business Associate agrees to:

1. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.

2. Use appropriate safeguards, and comply with Subpart C of 45 CFR, Part 164 with respect to protected electronic health information and to prevent use or disclosure of protected health information other than as provided for by this Agreement.
3. Report to Covered Entity any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 CFR 164.410, and any security incident of which it becomes aware.

Business Associate agrees to promptly notify Covered Entity following the discovery of a Breach of unsecured PHI. A Breach is considered “discovered” as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer or agent of Business Associate, other than the individual committing the Breach. Any notice of a Security Incident or Breach of Unsecured PHI shall include the identification of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Security Incident or Breach as well as any other relevant information regarding the Security Incident or Breach.

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
5. Business Associate agrees to mitigate, to the extent possible, any harmful resulting from use or disclosure of PHI by Business Associate or its agents or subcontractors, in violation of the requirements of this Agreement.
6. Maintain and make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524.

If an Individual makes a request for access to the protected health information directly to Business Associate, business associate shall notify covered entity within three (3) business days of such request and shall cooperate with the Covered Entity to send the response to the Individual.

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

If an Individual makes a request for amendment to the protected health information directly to Business Associate, Business Associate shall notify Covered Entity within three (3) business days of such request and shall cooperate with the Covered Entity to send the response to the Individual.

8. Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

If an Individual makes a request for accounting of disclosures directly to Business Associate, Business Associate shall notify Covered Entity within three (3) business days of such request and shall cooperate with the Covered Entity to send the response to the Individual.

9. To the extent the Business Associate is to carry out one or more of Covered Entity's obligations(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
10. Make its internal practices, books, and records available to the Secretary of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section IV. Permitted Uses and Disclosures by Business Associate

1. Business Associate may only use or disclose protected health information as necessary to perform the services as outlined in the underlying agreement.
2. Business Associate is not authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).
3. Business Associate may use or disclose protected health information as required by law.
4. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and disclosures set forth below:

Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or 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 the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Section V. Termination

1. Term. The Agreement shall terminate on December 31, 2021 or on the date Covered Entity terminates for cause, whichever is sooner.
2. Termination for Cause. Business Associate authorizes termination of the Agreement if Covered Entity determines Business Associate has violated a material term of the Agreement and has not cured the breach or ended the violation within the time specified by Covered Entity.
3. Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason Business Associate shall return or destroy all protected health information received from Covered Entity, or created or received by Business Associate on behalf of Covered entity. This provision shall apply to protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the protected health information.

In the event that Business Associate determines that returning or destroying the protected health information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of protected health information is infeasible, Business Associate shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected health information.

4. The obligations of Business Associate under this section shall survive the termination of this Agreement.

Section VI. Miscellaneous

1. A reference in this agreement to a section in the HIPAA Rules means the section as in effect or amended.
2. 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 HIPAA Rules and any other applicable law.
3. Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Rules.

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, hereinafter referred to as “Subcontractor.” The Parties mutually agree as follows:

1. **Period of Performance:** October 1, 2018 and be completed no later than June 30, 2019, unless terminated sooner or extended as provided for herein.
2. **Purpose and Services:** The purpose of this Agreement is to investigate Hepatitis C Virus (HCV) treatment options and resources, operationalize HCV screening and submit assessment reports of progress to date (for the period of October 1, 2018 – March 31, 2019, report due April 10, 2019; for the period of April 1, 2019 – June 30, 2019, report due July 10, 2019) to the District using the template hereto attached and hereinafter incorporated as **ATTACHMENT A**.
3. **Qualifications/Eligibility:** Subcontractor will have the qualifications necessary to successfully complete the objectives of this Agreement. Subcontractor hereby affirms that he/she is eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA).
4. **Scope of Agreement:** Subcontractor shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth herein. Subcontractor will perform the work according to standard industry practice.
 - A. Subcontractor shall provide HCV screening to include:
 1. review of risk factors; and
 2. antibody testing.
 - B. Subcontractor shall provide referral services in accordance with Washington State Department of Health guidelines to include:
 1. referrals to further testing; and
 2. referrals to case management services as necessary.

Subcontractor will confer with the District from time to time during the progress of the work. Subcontractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the District.
5. **Compensation:** The District agrees to pay Subcontractor \$6,000 for salaries and actual costs as approved by the District during the Agreement. Subcontractor is authorized to offer \$5.00 cash incentives to individuals who agree to participate in the HCV screening tests. Compensation will be based on invoices submitted by Subcontractor itemizing a detailed description of services performed. Subcontractor will be paid only for work expressly authorized in the Agreement.

Payment will be made after funds from DOH have been approved and received.
6. **Notices:** Notices pursuant to this Agreement shall be sent to the designated District Program Coordinator who is responsible for project coordination:

If to the District:

Kitsap Public Health District
Attn: Yolanda Fong
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2275
yolanda.fong@kitsappublichealth.org

If to the Subcontractor:

The People's Harm Reduction Alliance
Attn: Shilo Jama
P.O. Box 85038
Seattle, WA 98145
(206) 330-5777
shilo@peoplesharmreductionalliance.org

7. **Billings:** Billings to the District shall be submitted no more frequently than every 30 days and shall be quarterly at a minimum. Billings shall be sent to:

Kitsap Public Health District
Accounts Payable
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2215

The final invoice shall be sent to the District no later than 30 days after the expiration of the Agreement.

8. **Independent Capacity:** Subcontractor and its employees or agents who are engaged in the performance of this Agreement shall continue to be employees or agents of Subcontractor and shall not be considered to be employees or agents of the District for any purpose.
9. **Assignment, Delegation, and Subcontracting:** Subcontractor will perform under the Agreement using only its bona fide employees or agents, and the obligations and duties of Subcontractor under the Agreement will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the District.
10. **Rights in Data:** Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright act of 1976 and shall be owned by the District. Data shall include, but not limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The District maintains all rights to the license to publish, translate, reproduce, modify, deliver, dispose of the data, and to authorize others to do so.
11. **Indemnification:** Subcontractor 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 Subcontractor 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, Subcontractor 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.
12. **Insurance:** Subcontractor 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 Subcontractor, its agents, representatives, or employees.

No Limitation. Subcontractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Subcontractor 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

Subcontractor 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. The District shall be named as an insured under the Subcontractor's Commercial General Liability insurance policy with respect to the work performed for the District.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability insurance appropriate to the Subcontractor's profession. The Subcontractor shall provide the District with proof of liability insurance or professional errors and omissions coverage as appropriate.

B. Minimum Amounts of Insurance

Subcontractor 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. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. Subcontractor's insurance coverage shall be primary insurance as respect the District. Any insurance, self-insurance, or insurance pool coverage maintained by the District shall be excess of the Subcontractor's insurance and shall not contribute with it.
2. Subcontractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

D. Acceptability of Insurers

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

E. Verification of Coverage

Subcontractor 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 Subcontractor before commencement of the work.

13. **Safeguarding of Information and Privacy:** The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations. Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Subcontractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

Subcontractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to personal information. Any unauthorized access or use of confidential information must be reported to the District Privacy Officer at (360) 728-2262. The notification must be made in the most expedient time possible (usually within 24 hours of discovery) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

Subcontractor shall certify the return or destruction of all personal information upon expiration of the Agreement.

14. **Compliance with State and Federal Confidentiality Laws:** Subcontractor shall not use or disclose any protected health information (PHI) or personally identifiable information (PII) created or shared under this Agreement for any purpose not directly connected with this Agreement or in any manner that would constitute a violation of the Health Information Portability and Accountability Act, commonly known as HIPAA, and any regulations enacted pursuant to its provisions. Any PHI or PII collected, used, or acquired in connection with this Agreement shall be subject to Chapter 42.56 RCW and chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations. Subcontractor agrees not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons PHI or PII without the express written consent of the District. For the purpose of this section, PII means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name, etc.
15. **Statutory and Regulatory Compliance:** Subcontractor shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.
16. **Records Maintenance:** The Parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to the inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit finding involving the records have been resolved.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving that party a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

17. **Non-Discrimination:** Subcontractor 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.
18. **Waiver:** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing, signed by an authorized representative of the party and attached to the original Agreement.
19. **Assignment:** The work to be provided under this Agreement and any claim arising thereunder, is not assignable or delegable by either party in whole or in part without the express prior written consent of the District, which consent shall not be unreasonably withheld.
20. **Changes in Work:** In the event of any errors or omissions by Subcontractor in the performance of any work required under the Agreement, Subcontractor will make all necessary corrections without additional compensation. All work submitted by Subcontractor will be certified by Subcontractor and checked by Subcontractor for errors and omissions. Subcontractor will continue to be responsible for the accuracy of work even after the work is accepted by the District.
21. **Amendment:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.
22. **Termination:** This Agreement may be terminated by either party upon giving at least thirty (30) days advance written notice to the other party. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

In the event of termination, Subcontractor shall settle all outstanding liabilities and all claims arising out of such termination of orders, with the approval or ratification of the District to the extent the District may require, which approval or ratification shall be final for all the purposes of this clause.
23. **Governance:** This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.
24. **Dispute Resolution:** In the event that a dispute or conflict arises under the Agreement that the Parties are unable to resolve with good faith efforts, they shall allow the dispute to be decided by a Dispute Panel in the following manner: A Mediator shall be mutually appointed by both parties, and each party shall appoint an additional member to the Dispute Panel. The Dispute Panel shall review

the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the Parties hereto. The Parties shall equally share the costs, if any, for the services of the Dispute Panel.

25. **Severability:** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
26. **Choice of Law:** The Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that the Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of the Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.
27. **No Waiver:** The Parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Agreement, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Agreement at a later time.
28. **Survival:** Those provisions of the Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include but are not necessarily limited to the following: Indemnification, Termination, Disputes, Confidentiality, Choice of Law, No Waiver, Records Inspection and Retention, and Severability.
29. **Personnel Removal:** Subcontractor agrees to remove immediately any of its subcontractors, employees, agents, or representatives from assignment to perform services under the Agreement upon receipt of a written request to do so from the District's contract representative or designee.
30. **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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

KITSAP PUBLIC HEALTH DISTRICT

**THE PEOPLE'S HARM REDUCTION
ALLIANCE**

By: _____
Keith Grellner, Administrator

By: _____
Shilo Jama, Executive Director

Date: _____

Date: _____

ATTACHMENT A QUARTERLY ASSESSMENT

WA DOH Micro Grants FY 2019 Report

Agency: [Click here to enter text.](#)
Project or Activity: [Click here to enter text.](#)
Project Area (Stigma, CE, or DUH): [Click here to enter text.](#)

Brief Description

[Click here to enter text](#)

Successes/Challenges

[Click here to enter text](#)

How does this inform your stigma, community engagement, or drug user health work?

[Click here to enter text](#)

AGREEMENT KC-134-19

This Agreement is entered, into between Kitsap County and the Kitsap Public Health District for the Improving the Health of High-Risk Mothers and Children.

I. Purpose

This Agreement is for the appropriation of \$11,378 for the purpose of augmenting state and federal funding of evidence-based substance abuse prevention programs and services for the time period February 1, 2019 – June 30, 2019.

II. Project Description

This contract with Kitsap Public Health District provides \$11,378.00 of Washington State Health Care Authority (HCA) funds for the time period of February 1, 2019 – June 30, 2019.

Delivery of the evidence-based Nurse Family Partnership (NFP) to eight (8) first-time, low income moms and their babies by maintaining a 0.5 FTE Nurse Home Visitor. The NFP program is a nationally recognized, evidence-based nurse home visiting program implemented in 2012 through a public/private partnership. Highly trained registered nurses begin visiting early in pregnancy through the child's second birthday. The nurses provide education to promote health and helps build problem-solving skills that promote self-sufficiency and a positive life course.

This project has the goal of preventing substance abuse, mental illness, behavioral problems, and future addiction in young children by intervening with families who either have, or are at risk for, substance abuse and/or mental health problems. The contract will deliver an evidenced-based nurse home visiting program (Nurse Family Partnership) to eight (8), low-income moms and their babies

III. Project Activities

The Kitsap Public Health District will provide the following for the Nurse Family Partnership (NFP) Program:

- Maintain 0.5 FTE Nurse Family Partnership (NFP) nurse home visitor.
- NFP staff will participate in ongoing training and education as required by NFP Nursing Services Organization.
- NFP supervisor will participate in ongoing training, education, and consultation as required to support quality, fidelity, and specific population needs.
- This contract will serve eight (8) families.

- Maintain outreach and referral plan to reach target population and maintain caseload.
- Provide Home Visits for first time, low-income pregnant women, mothers and infants.
- New clients will be enrolled before twenty-eight (28) weeks of pregnancy and receive visits according to NFP guidelines.
- Content and frequency of home visits will be aligned with NFP guidelines.
- Staff who provide home visits will receive individual reflective supervision.
- All staff will participate in reflective case conferences.
- Supervisors and nurse home visitors will review and utilize their data.
- Data will be used for quality and fidelity monitoring and improvement.

IV. Project Design

This project focuses on serving low income, first time moms and continues the Kitsap Nurse Family Partnership (NFP) program to serve eight (8) families by maintaining a 0.5 FTE nurse home visitor. The NFP assesses for evidence of Substance Use Disorders (SUDs), mental illness, and Adverse Childhood Experiences (ACEs). The NFP program is a nationally recognized, evidence-based nurse home visiting program implemented in 2012 through a public/private partnership. This tier will assist low-income, first time mothers to have healthy birth outcomes and become successful parents. Highly trained registered nurses begin visiting early in pregnancy through the child's second birthday. Nurses visit regularly to build trusting relationships that foster young women's abilities to reach goals and build healthy lifestyles for themselves and their children. The nurse provides education to promote health and helps build problem-solving skills that promote self-sufficiency and a positive life course.

V. Project Outcomes and Measurements

Measurable outcomes include, but are not limited to, early enrollment in pre-natal care, reduced perinatal substance use/abuse, regular screening for pre and postpartum depression, and referral for treatment

Nurse Family Partnership moms will complete a pre and post-test that will reflect gains in parenting, problem-solving, and self-sufficiency skills.

Data will be collected to monitor the following goals and objectives identified by the Kitsap Public Health District:

Goal #1: Prevent mental illness, behavioral problems, and future addiction in young children by intervening with families who either have, or are at risk for substance abuse and/or mental health problems.

Objective #1: Funded case load of eight (8) mothers and infants will be maintained through June 30, 2019.

Goal #2: NFP Public Health Nurses and Community Health Worker maintain high fidelity to NFP evidence-based model

Objective #2: By June 30, 2019, KPHD will maintain required high fidelity to NFP model, as required by the National Service Office.

VI. Data Collection

- 1) Participant information sheet and Pre-test with Mother's name on them delivered to the County within a week of first meeting.
- 2) Community Health Workers record of meeting with participant to the County weekly.
- 3) Community Health Workers record of Nurse Support Meetings within a week of each meeting.
- 4) Post-test with Mother's name on them to the County by July 6, 2019.

VII. Billing and Payment

Payments to Kitsap Public Health District shall be requested using an invoice form, which is supplied by the County. Kitsap Public Health District invoices must be sent to the County by the fifteenth (15th) calendar day after the end of the month.

The Kitsap Public Health District is authorized to receive payments in accordance with the cost reimbursable budget included under this Agreement. The Kitsap Public Health District will comply with the following standards as applicable.

Reimbursement Request – Upon Completion of each month, the Kitsap Public Health District must provide to the County a written explanation of expenditures which are less than 90% of the year-to-date budgeted total.

All payments to be made by the County under this Agreement shall be made to:

Kitsap Public Health District
345 6th Street, Suite 300
Bremerton, WA 98337

The Agreement shall not exceed the total amount indicated on the cover sheet of this Agreement and any other modifications hereof.

VIII. Compliance

Religious Activities. If the Contractor is a faith-based or religious organization, it retains its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs. Such a Contractor, however, may not use any funding provided under this Agreement to support or engage in any explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, nor may such a Contractor condition the provision of services provided pursuant to this Agreement upon a participant's engaging in any such explicitly religious activities.

IX. Duration

This agreement is in effect from February 1, 2019 – June 30, 2019.

X. Amendments

This agreement may only be modified by one or more written amendments duly approved and executed by both parties.

XI. Attachments

The parties acknowledge that the following attachments constitute a part of this agreement:

Attachment A:	Special Terms and Conditions
Attachment B:	Budget
Attachment C:	Participant Information Form
Attachment D:	Pre/Post Test
Attachment E:	Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Attachment F:	Certification Regarding Lobbying

This Agreement shall be effective February 1, 2019.

DATED this ____ day _____, 2019. DATED this ____ day _____, ____ 2019.

KITSAP PUBLIC HEALTH DISTRICT KITSAP COUNTY

Keith Grellner
Administrator

Karen Goon, County Administrator

Approved as to form by the Prosecuting Attorney's Office

ATTACHMENT A: SPECIAL TERMS AND CONDITIONS

Substance Abuse Prevention

SECTION 1. PROGRAM REQUIREMENTS

- 1.1 **Public Records.** All records required to be maintained by this contract or by state law shall be considered to be public records and maintained in accordance with applicable laws.
- 1.2 **Equal Opportunity Notices.**
- A. Posting. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Department of Social and Health Services setting forth the provision of the Equal Opportunity Clause.
 - B. Collective Bargaining Agreements. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Department of Social and Health Services, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity Clause, and shall post notice in conspicuous places available to employees and applicants for employment.
 - C. Background Checks
 - 1) The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.
 - 2) When providing services to youth, the Contractor shall ensure that requirements of WAC 388-06-0170 are met.
- 1.3 **Non-discrimination Notices.** The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical disability.
- 1.4 **Service to Ethnic Minorities.** The Contractor shall provide services designed and delivered in a manner sensitive to the needs of all diverse populations. The Contractor shall initiate actions to ensure or improve access, retention, and

cultural relevance of prevention or other appropriate services for ethnic minorities and other diverse populations in need of prevention services.

- 1.5 **Continuing Education.** Ensure that continuing education is provided for employees of any entity providing prevention activities. (42 USC 300x-28(b) and 45 CFR 96.132(b)).
- 1.6 **Liability.** Within ten (10) business days, Business Associate must notify Kitsap County of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPPA Rules and must inform Kitsap County of the outcome of that action.
- 1.7 **Records.** All fiscal and clinical records pertaining to services delivered under the terms of this contract shall be maintained for a minimum of seven (7) years. The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Patient Records, 42 CFR Part 2.
- 1.8 **Termination.** Termination of a contract shall not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the County.
 - A. Service applications and recipients will be informed of their right to a grievance in the case of:
 - 1) Denial or termination of service.
 - 2) Failure to act upon a request for services with reasonable promptness.
 - 3) Audit requirements – OMB 2 CFR, Part 200, Subpart F (A-133) audit requirements if applicable to the subcontractor.
 - 4) Authorizing facility inspection.
 - 5) Conflict of interest.
 - 6) Debarment and suspension certificate.
 - 7) HIPAA business Associate Agreement and Compliance adherence as outlined in the contract.
 - 8) Indemnification.
 - 9) Nondiscrimination in employment.

- 10) Nondiscrimination in prevention activities.
- 11) Performance Based Contracts.
- 12) Providing data.
- 13) Records and reports.
- 14) Requirements outlined in the Data Sharing provision in the Contract.
- 15) Services provided in accordance with law and rule and regulation.
- 16) Minerva data input and reconciliation.
- 17) Treatment of assets.
- 18) Unallowable use of federal funds.

- 1.8 **On-Site Monitoring.** Kitsap County will conduct a review which shall include at least one (1) on-site visit, annually, to each contractor site providing services to monitor fiscal and programmatic compliance with contract performance criteria for the purpose of documenting that the contractors are fulfilling the requirements of the contract.

SECTION 2. FISCAL REQUIREMENTS

- 2.1 **Withhold Payment.** Failure of the Contractor to comply with terms of this contract shall give the County the right to withhold payment of any further funds under this contract.
- 2.2 **Reimbursement.** In the event that it is determined that any funds were disbursed under color of this contract, which violate the terms and conditions herein, such sums shall be reimbursed to the County upon written demand. Neither payment of any funds under color of this contract, nor any other action of the County or its agents or employees, prior to the discovery of the violation, shall constitute a waiver thereof.
- 2.3 **Distribution by County Treasurer.** In the event of dissolution of the private non-profit corporation or arm thereof named herein as Contractor for services, or termination of contractual agreement for any reason named herein, or elimination of program elements by the Board of County Commissioners, or transference of program elements, then in that event any monies and/or funds and fees generated by Contractor by virtue of the existence of the services outlined herein, shall, after all legal and accountable liabilities have been duly satisfied, revert to the Kitsap County Treasurer for distribution by the Board of County Commissioners.

2.4 **Right to Hearing.** All notices shall be given in writing specifying the reasons for such demands, reimbursement, termination, or amendment of such other actions contemplated in this Contract and the Contractor shall have the right to a hearing within ten (10) days from such determination before the County Commissioners for determination of the action and prior to commencement of any civil litigation by the Contractor.

2.5 **Unallowable Costs.** Unless an explicit and specific federal waiver is obtained, the following costs are **not** allowable under any contract that includes federal funds:

- A. Cost of hospital inpatient services.
- B. Cash payments to departmental clients.
- C. Cost of purchase or permanent improvement of land or facilities, other than minor remodeling.
- D. Cost of purchase of major medical equipment with an acquisition cost in excess of \$5,000.00.
- E. Costs used as cost-sharing or matching for other federal funds requiring non-federal matching funds.
- F. Cost of financial assistance for any entity which is not either public or non-profit.
- G. Carry out any program of distributing sterile needles for the hypodermic injection of any illegal drug or distributing bleach for the purpose of cleansing needles for such hypodermic injection.
- H. Carry out any testing for the etiologic agent for acquired immune deficiency syndrome (AIDS), unless such testing is accompanied by appropriate pre-test counseling and appropriate post-test counseling.
- I. "EXCESS SALARY: The salary of an individual at a rate in excess of \$120,000 per year pursuant to Section 213 of P.L. 101.517."
- J. Any food expense that exceeds the GSA FY2018 Per Diem Rates for Washington. Reference: https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=WA&fiscal_year=2018&zip=&city=bremerton

SECTION 3 CORRECTIVE ACTION PROCESS

3.1. **Process.** If the Contract Administrator finds indications of potential non-compliance during the contract review or audit process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Contract, the following process will be pursued:

- A. Informal Meeting. Informal process wherein the Regional Administrator alerts the appropriate Contractor's staff of the potential non-compliance and an agreeable solution is reached.
- B. Official Verbal Notification. If the informal meeting does not result in resolution, the County will contact the Contractor for the purpose of official verbal notification of possible non-compliance to establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues.
- C. Written Summary. Within five (5) working days of such verbal notification, the County will provide the Contractor representative a written summary of the areas of non-compliance or potential non-compliance by certified mail. Notice shall be sent to the individual identified in the General Agreement.
- D. Discussion. Within twenty (20) days of the date of the written notification, a discussion between County and Contractor staff shall be conducted to address areas of non-compliance or potential non-compliance.
- E. Withhold Payments. If the County and the Contractor cannot agree upon a resolution within ten (10) working days of the discussion described in the previous paragraph, the County shall withhold contract payments related to the area(s) of non-compliance or potential non-compliance, unless a written, time-limited extension of the period to agree upon corrective action is issued by the County.
- F. Audit. Nothing in this section shall preclude audits by other duly authorized Representatives of the County, Department of Social and Health Services or state government, nor shall it preclude the recoupment of overpayments identified through those audit procedures.

SECTION 4. REPORTING REQUIREMENTS

- 4.1 All reports shall be submitted to the Contract Administrator to request payment for contracted services delivered during the previous month.
- 4.2 **Monthly Reports**. The requests are to be submitted to the Contract Administrator to request payment for contracted services delivered during the previous month. All requests must contain the following information:
 - A. County contract number.
 - B. Total dollar amount of contract.
 - C. Total payments year-to-date.
 - D. Payment requested this month.
 - E. Balance outstanding after payment.
 - F. Name and mailing address of Contractor.

- G. All requests must be signed by the director of the Contractor and must be on the County reimbursement form.

4.3 **Audit Requirements.** Independent Audits will be submitted annually to the Contract Administrator in the following manner:

The Contractor shall acquire a financial audit by an independent auditing firm to determine at a minimum the fiscal integrity of the financial transaction and reports of the Contractor. Copies of the audit and management letter shall be submitted to the Kitsap County Human Services Department within 9 months of the end of the Contractor's fiscal year.

The Contractor shall provide an independent audit of the entire organization which:

- A. In performed by an independent Certified Public Accountant, the Washington State Auditor's Office, or another entity, which the County and Contractor mutually agree will produce and audit which meets the requirements described in items B and C below.
- B. Provides statements consistent with the guidelines of AICPA SOP 78-10, Reporting for Other Non-Profit Organizations.
- C. Is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and meeting all requirements of OMB Circular A-133 as applicable for agencies receiving federal funding in the amount of \$750,000 or more during their fiscal year.
- D. The Contractor shall submit two (2) copies of the audit and the management letter directly to the County immediately upon completion. The audit must be accompanied by documentation indicating the Contractor's Board of Directors has reviewed the audit.

4.4 **Suspension, Debarment, and Lobbying.** The Contractor shall certify, on a separate form (Attachment E), that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Also, the Contractor, on a separate form (Attachment F), will certify that it does not use Federal funds for lobbying purposes. Both forms are attached to this Contract.

4.5 CFR §200.112 Conflict of interest.

The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

4.6 Comply with Omnibus Crime Control and Safe Streets Act of 1968

Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Non-Discrimination Regulations at 28 CFR Part 42, Subparts C,D,E, and G, and 28 CFR Parts 35 and 39. (go to www.ojp.usdoj.gov/ocr/.)

4.7 HIPAA Compliance

HIPAA Compliance

Preamble: This section of the Contract is the Business Associate Agreement as required by HIPAA.

14. Definitions.

- a. "Business Associate," as used in this Contract, means the "Contractor" and generally has the same meaning as the term "business associate" at 45 CFR 160.103. Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.
- b. "Business Associate Agreement" means this HIPAA Compliance section of the Contract and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
- c. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.
- d. "Covered Entity" means DSHS, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.
- e. "Designated Record Set" means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.
- f. "Electronic Protected Health Information (EPHI)" means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.
- g. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).
- h. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
- i. "Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- j. "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- k. "Protected Health Information (PHI)" means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or

employment records held by a Covered Entity in its role as employer.

- l. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
 - m. "Subcontractor" as used in this HIPAA Compliance section of the Contract (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.
 - n. "Use" includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.
- 15. Compliance.** Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.
- 16. Use and Disclosure of PHI.** Business Associate is limited to the following permitted and required uses or disclosures of PHI:
- a. **Duty to Protect PHI.** Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use or disclosure of PHI other than as provided for in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.
 - b. **Minimum Necessary Standard.** Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).
 - c. **Disclosure as Part of the Provision of Services.** Business Associate shall only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.
 - d. **Use for Proper Management and Administration.** Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - e. **Disclosure for Proper Management and Administration.** 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, provided the disclosures are required by law, or 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 the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
 - f. **Impermissible Use or Disclosure of PHI.** Business Associate shall report to DSHS in writing all Uses or disclosures of PHI not provided for by this Contract within one (1) business day of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by DSHS, Business Associate shall mitigate, to

the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.

- g. Failure to Cure. If DSHS learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by DSHS do not end the violation, DSHS shall terminate this Contract, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.
- h. Termination for Cause. Business Associate authorizes immediate termination of this Contract by DSHS, if DSHS determines that Business Associate has violated a material term of this Business Associate Agreement. DSHS may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- i. Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of DSHS, to the Secretary of DHHS and/or to DSHS for use in determining compliance with HIPAA privacy requirements.
- j. Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from DSHS, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of DSHS, Business Associate shall:
 - (1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) Return to DSHS or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;
 - (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;
 - (4) Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and
 - (5) Return to DSHS or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- k. Survival. The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.

17. Individual Rights.

- a. Accounting of Disclosures.
 - (1) Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.

- (2) Within ten (10) business days of a request from DSHS, Business Associate shall make available to DSHS the information in Business Associate's possession that is necessary for DSHS to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).
- (3) At the request of DSHS or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.
- (4) Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

b. Access

- (1) Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by DSHS or the Individual as necessary to satisfy DSHS's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).
- (2) When the request is made by the Individual to the Business Associate or if DSHS asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by DSHS, the Business Associate shall provide the records to DSHS within ten (10) business days.

c. Amendment.

- (1) If DSHS amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and DSHS has previously provided the PHI or record that is the subject of the amendment to Business Associate, then DSHS will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).
- (2) Business Associate shall make any amendments to PHI in a Designated Record Set as directed by DSHS or as necessary to satisfy DSHS's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).

18. **Subcontracts and other Third Party Agreements.** In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5) .
19. **Obligations.** To the extent the Business Associate is to carry out one or more of DSHS's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to DSHS in the performance of such obligation(s).
20. **Liability.** Within ten (10) business days, Business Associate must notify DSHS of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform DSHS of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for

violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

21. Breach Notification.

- a. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from DSHS or involving DSHS clients, Business Associate will take all measures required by state or federal law.
- b. Business Associate will notify DSHS within one (1) business day by telephone and in writing of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).
- c. Business Associate will notify the DSHS Contact shown on the cover page of this Contract within one (1) business day by telephone or e-mail of any potential Breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the DSHS Contact. Business Associate will coordinate and cooperate with DSHS to provide a copy of its investigation and other information requested by DSHS, including advance copies of any notifications required for DSHS review before disseminating and verification of the dates notifications were sent.
- d. If DSHS determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI:
 - (1) requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;
 - (2) requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;
 - (3) requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and
 - (4) DSHS will take appropriate remedial measures up to termination of this Contract.

22. Miscellaneous Provisions.

- a. Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.
- b. Interpretation. Any ambiguity in this Contract shall be interpreted to permit compliance with the HIPAA Rules.

Exhibit A – Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
 - b. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
 - c. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
2. **Data Transport.** When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:
 - a. Transporting the Data within the (State Governmental Network) SGN or Contractor's internal network, or;
 - b. Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public Internet.
3. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
 - a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.
 - c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data with a key length of at least 128 bits
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.Physically Secure the portable device(s) and/or media by
 - (d) Keeping them in locked storage when not in use
 - (e) Using check-in/check-out procedures when they are shared, and
 - (f) Taking frequent inventories
 - (2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.
 - (3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.

- (4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

h. Data stored for backup purposes.

- (1) DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition
- (2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.

4. Data Segregation.

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
- b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,
- c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
- d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
- e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
- f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
- g. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

- 5. Data Disposition.** When the contracted work has been completed or when no longer needed, except as noted in Section 3. Protection of Data b. Network Server Disks above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
------------------------	------------------------------

Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

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

ATTACHMENT B: BUDGET SUMMARY

Kitsap Public Health District KC-134-19 2/1/19 – 6/30/19					
Expenditure Cost	Fund Source	Time Period	Previous Budget	Changes this Contract	Current Budget
Nurse-Family Partnership Program Staff hours	WA State Dedicated Marijuana Funds	2/1/19-6/30/19	0		11,378.00
Total			0.00	0.00	\$11,378.00

ATTACHMENT C: PARTICIPANT INFORMATION FORM

Participant Information Form

For Official Use Only

Program Name: _____

Activity Log: _____

Date Collected: _____

General Participant Type: (please choose one)* ☐ Individual ☐ Mentor ☐ Mentee

1. Participant Status: (please choose one)* ☐ Active ☐ Inactive ☐ Withdrawn ☐ Completed

Instructions: Please fill in the following information for each participant receiving services. (* indicates the field is required)

2. First Name:* _____

3. Last Name:* _____

4. Date of Birth: (mm/dd/yyyy)* _____

5. Address: _____

6. Address 2: _____

7. City:* _____ **8. State:*** _____ **9. Zip Code:*** _____

10. Gender:*(please choose one) ☐ Male ☐ Female ☐ Unknown/Refused to state

11. Age at first service:* _____

12. Race:* (please choose one)

- | | | |
|--|---|---|
| <input type="checkbox"/> American Indian
Alaskan Native | <input type="checkbox"/> Asian – Japanese | <input type="checkbox"/> Native Hawaiian/Other Pacific
Islander – Guamanian or
Chamorro |
| <input type="checkbox"/> Asian – Asian Indian | <input type="checkbox"/> Asian – Korean | <input type="checkbox"/> White |
| <input type="checkbox"/> Asian – Chinese | <input type="checkbox"/> Asian – Vietnamese | <input type="checkbox"/> Two or more races |
| <input type="checkbox"/> Asian – Filipino | <input type="checkbox"/> Asian – Other | <input type="checkbox"/> Other race |
| | <input type="checkbox"/> Black | |

Participant Information Form

13. Hispanic, Latino/Latina or Spanish national origin: (please choose one)*

- | | |
|---|--|
| <input type="checkbox"/> Not Hispanic, Latino(a) or Spanish | <input type="checkbox"/> Cuban |
| <input type="checkbox"/> Mexican, Mexican American or Chicano | <input type="checkbox"/> Other Hispanic, Latino, or Spanish Origin |
| <input type="checkbox"/> Puerto Rican | <input type="checkbox"/> Hispanic Ethnicity Unknown |

14. Transgender: (please choose one)

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Transgender | <input type="checkbox"/> Not transgender |
|--------------------------------------|--|

15. Sexual Orientation: (please choose one)

- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Straight | <input type="checkbox"/> Queer |
| <input type="checkbox"/> Gay/Lesbian | <input type="checkbox"/> Gender Neutral |
| <input type="checkbox"/> Bisexual | <input type="checkbox"/> Two-spirit |
| <input type="checkbox"/> Questioning | <input type="checkbox"/> Choose not to identify |

16. Primary language spoken at this person's home: (please choose one)

- | | | | |
|----------------------------------|----------------------------------|--------------------------------|----------------------------------|
| <input type="checkbox"/> English | <input type="checkbox"/> Spanish | <input type="checkbox"/> Other | <input type="checkbox"/> Unknown |
|----------------------------------|----------------------------------|--------------------------------|----------------------------------|

17. If English is the primary language spoken at this participants home, indicate how well spoken:
(please choose one)*

- | | |
|------------------------------------|-------------------------------------|
| <input type="checkbox"/> Very well | <input type="checkbox"/> Not at all |
| <input type="checkbox"/> Well | <input type="checkbox"/> Unknown |
| <input type="checkbox"/> Not well | |

18. Living in poverty? (please choose one)

- | | | |
|------------------------------|-----------------------------|----------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unknown |
|------------------------------|-----------------------------|----------------------------------|

19. Does participant (or if child/dependent does the parent/guardian) serve in the military?

- | | |
|--|--|
| <input type="checkbox"/> Currently serve in the armed forces | <input type="checkbox"/> Served in the past, but not currently |
| <input type="checkbox"/> Currently serve in the reserves | <input type="checkbox"/> Never served in Armed Forces, Reserves, or National Guard |
| <input type="checkbox"/> Currently serve in the National Guard | <input type="checkbox"/> Military status unknown |

ATTACHMENT D: PRE/POST TEST

Parent Index Survey

Date: _____

Name/Code: _____

INSTRUCTIONS: Please answer the following questions to the best of your ability, reflecting your perception of where you are now.

How true are the following statements?	Not True	Mostly Not True	Somewhat True	Mostly True	Very True
3 Children can learn good behavior without being spanked.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8 A parent's use of alcohol and drugs has no impact on a child's ability to learn and make normal progress.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9 A child may believe a separation from a parent is the child's own fault.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10 Separation, grief and loss can keep a child from making normal progress.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16 If I am worried or unhappy, I should be able to count on my child to make me feel better.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

21 Which of the following are TRUE statements when parents use Time Out with children?

	TRUE	FALSE
a. Children realize parents will pay more attention to them when they misbehave.	<input type="checkbox"/>	<input type="checkbox"/>
b. It gives parents and children a chance to "cool off."	<input type="checkbox"/>	<input type="checkbox"/>
c. It is a form of punishment for children that makes them think about how bad they've been.	<input type="checkbox"/>	<input type="checkbox"/>
d. It teaches children the consequences of bad behavior.	<input type="checkbox"/>	<input type="checkbox"/>
e. It gives parents time to think of other ways to prevent or solve the problem in the future.	<input type="checkbox"/>	<input type="checkbox"/>
f. It can be helpful when a parent sits quietly with a young child in time out.	<input type="checkbox"/>	<input type="checkbox"/>

THANK YOU FOR COMPLETING THIS SURVEY!

☐ Pre ☐ Post ☐ Follow-up

Modified Org131007_1 Sept. 2017

ATTACHMENT E: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Primary Covered Transactions 45 CFR 76

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principles:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charges by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participants are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This Certification is executed by the person(s) signing below who warrant they have authority to execute this Certification.

**CONTRACTOR: KITSAP PUBLIC
HEALTH DISTRICT**

Name: _____

Title: _____

DATE: _____

ATTACHMENT F: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and believe, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

KITSAP PUBLIC HEALTH DISTRICT

Contractor Organization

Signature of Certifying Official

Date

New or Renewed Contracts for the Period of 02/01/2019 through 02/28/2019

KPHD Contract ID	KPHD Program	Contract Type	Contract Length	KPHB Approved	Contract Amount	Signed Date	Start Date	End Date	Client Contract ID
Active (3 contracts)									
JEFFERSON AND CLALLAM COUNTIES									
ID: 1840	Public Health Emergency Preparedness and Response, Jessica Guidry	Interlocal/Interagency	Closed	12/04/18		02/19/19	01/01/19	01/01/20	100511-19-ANS
Description: This agreement establishes a regional public health after-hours answering service program for Kitsap, Clallam, and Jefferson Counties that will be managed by the District. Each county to pay for their percentage of usage from the year prior.									
Kitsap County School Districts									
ID: 1824	Community Health, Yolanda Fong	Partner Agreement	Closed		\$0.00	02/05/19	04/01/18	03/31/21	
Description: Agreement authorizes analysis and work product development to include District and/or school level Healthy Youth Survey (HYS) results for one or multiple years (2000-2018). The District will use HYS District/school level data for community health assessment and population health monitoring as well as District program planning and evaluation. Schools may use District reports and products which include school data.									
To date, Partner Agreements have been signed with Bainbridge Island and Bremerton School Districts.									
Rachel Parsons									
ID: 1897	Parent/Child Health, Yolanda Fong	Contract for Services	Closed		\$5,200.00	02/16/19	01/01/19	12/31/19	
Description: Consultant to provide nutrition consultation for qualifying Maternity support Services Clients to include travel to clients' residences, interfacing with clients, charting in Nightingale Notes, and participation in monthly conference sessions.									

Kitsap Public Health Board Meeting

Date: April 2, 2019

CONSENT AGENDA ITEM: Warrant and Electronic Fund Transfer (EFT) Registers

Approvals:

	Signature	Date
Administrator	<i>[Signature]</i>	3-28-19
Finance Manager	<i>[Signature]</i>	3/21/2019

Recommended Motion: Approval

Items:

Type	Warrant/EFT Date	Beginning Warrant	Ending Warrant	Total Amount
Accounts Payable	2/4/2019	3771520	3771529	\$ 27,964.01
Accounts Payable	2/5/2019	DD87713	DD87721	13,875.07
Accounts Payable	2/13/2019	3772137	3772149	18,346.87
Accounts Payable	2/14/2019	DD88035	DD88047	16,010.27
Accounts Payable	2/19/2019	3772391	3772399	7,743.13
Accounts Payable	2/20/2019	DD88240	DD88259	9,214.86
Accounts Payable	2/25/2019	3772838	3772853	10,873.97
Accounts Payable	2/26/2019	DD88532	DD88545	5,377.05
Accounts Payable Total				\$ 109,405.23
Payroll PERS Payment (January)	2/15/2019	N/A	N/A	114,191.65
Payroll Taxes	2/28/2019	N/A	N/A	147,248.09
Payroll Benefits	2/28/2019	3773022	3773050	125,258.38
Payroll Benefits	2/28/2019	DD88642	DD88642	8,822.74
Payroll	2/28/2019	N/A	N/A	391,563.41
Payroll Total				\$ 787,084.27
Grand Total				\$ 896,489.50

Kitsap Public Health Board Action:

- ☐ Approve
- ☐ Deny
- ☐ Table / Continue

	Signature	Date
Kitsap Public Health Board Chair		

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 Kitsap Public Health D1	95969 419644	BLUE DOT INVESTMENTS, LLC		1519994	001	3771520	PK	02/04/19	770.23
Warrant 3771520 total									770.23
	402886	IRON MOUNTAIN PO BOX 271		1519995	001	3771521	PK	02/04/19	420.95
Warrant 3771521 total									420.95
	12367	KING COUNTY FINANCE: ACCT		1519997	001	3771522	PK	02/04/19	166.00
Warrant 3771522 total									166.00
	16054	KITSAP COUNTY DEPT OF ADM		1519998	001	3771523	PK	02/04/19	25,113.00
Warrant 3771523 total									25,113.00
	409198	OFFICE DEPOT (POB 29248)		1519999	001	3771524	PK	02/04/19	365.61
Warrant 3771524 total									365.61
	393428	OXFORD DIAGNOSTIC LABORAT		1520001	001	3771525	PK	02/04/19	180.72
Warrant 3771525 total									180.72
	404703	PARSONS CO		1520010	001	3771526	PK	02/04/19	194.62
Warrant 3771526 total									194.62
	369036	ONE TIME PAYMENT		1520012	001	3771527	PK	02/04/19	265.00
Warrant 3771527 total									265.00
	423515	STAPLES ADVANTAGE (PO BOX		1520016	001	3771528	PK	02/04/19	437.88
Warrant 3771528 total									437.88

RODRIGUEZ, ROBERT

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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	398736	BONSELL, KRISTINA		1519794	001	87713	PT	02/05/19	37.06
Warrant 87713 total									37.06
	20963	CULTURALLY SPEAKING LLC		1520021	001	87714	PT	02/05/19	245.00
Warrant 87714 total									245.00
	10476	FEDEX (PO BOX 371461 PITT		1520022	001	87715	PT	02/05/19	38.63
Warrant 87715 total									38.63
	422623	FINE, GEORGE F.		1519795	001	87716	PT	02/05/19	88.36
Warrant 87716 total									88.36
	387985	JOHNSON, RENEE K		1519800	001	87717	PT	02/05/19	23.44
Warrant 87717 total									23.44
	285101	LYTLE, ROSS		1519802	001	87718	PT	02/05/19	63.22
Warrant 87718 total									63.22
	397857	SPECTRA LABORATORIES - KI		1520014	001	87719	PT	02/05/19	369.16
Warrant 87719 total									369.16
	397857	SPECTRA LABORATORIES - KI		1520015	001	87720	PT	02/05/19	738.20
Warrant 87720 total									738.20
	251241	WSALPHO		1520017	001	87721	PT	02/05/19	12,272.00

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Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Warrant Itm Number	Wrt Typ	Check/ Itm Date	Warrant Amount
Warrant 87721								
total								12,272.00
Department 95969								
total								13,875.07

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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	413731	CLALLAM CO DEPT OF HEALTH		1520497	001	88035	PT	02/14/19	2,521.45
Warrant 88035 total									2,521.45
	359315	DENSON, DAYDRA		1520578	001	88036	PT	02/14/19	136.64
Warrant 88036 total									136.64
	410696	GRIEGO, YANEISY		1520455	001	88037	PT	02/14/19	115.28
Warrant 88037 total									115.28
	412198	HAMEL PATRICK B		1520460	001	88038	PT	02/14/19	110.20
Warrant 88038 total									110.20
	200487	JEFFERSON COUNTY HEALTH/H		1520498	001	88039	PT	02/14/19	4,571.39
Warrant 88039 total									4,571.39
	200487	JEFFERSON COUNTY HEALTH/H		1520956	001	88040	PT	02/14/19	5,504.50
Warrant 88040 total									5,504.50
	387985	JOHNSON, RENEE K		1520463	001	88041	PT	02/14/19	62.64
Warrant 88041 total									62.64
	359597	JONES, KIMBERLY D.		1520447	001	88042	PT	02/14/19	372.34
Warrant 88042 total									372.34
	418815	KELLUM, LYNDSEY B.		1520442	001	88043	PT	02/14/19	174.55

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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 D1	419644	BLUE DOT INVESTMENTS, LLC		1521313	001	3772391	PK	02/19/19	700.25
Warrant 3772391 total									700.25
	339396	GIUNTOLI, PAUL		1521192	001	3772392	PK	02/19/19	145.00
Warrant 3772392 total									145.00
	10943	HANSSEN-KELLER, JOHANNA		1521194	001	3772393	PK	02/19/19	82.36
Warrant 3772393 total									82.36
	10871	KCDA PURCHASING COOPERATI		1521329	001	3772394	PK	02/19/19	438.51
	10871	KCDA PURCHASING COOPERATI		1521329	002	3772394	PK	02/19/19	123.75
Warrant 3772394 total									562.26
	231611	MICROSOFT SERVICES PO BOX		1521316	001	3772395	PK	02/19/19	3,050.96
Warrant 3772395 total									3,050.96
	409198	OFFICE DEPOT (POB 29248)		1521332	001	3772396	PK	02/19/19	55.85
Warrant 3772396 total									55.85
	426229	QUATRIS HEALTHCO LLC		1521323	001	3772397	PK	02/19/19	296.60
	426229	QUATRIS HEALTHCO LLC		1521323	002	3772397	PK	02/19/19	238.71
Warrant 3772397 total									535.31
	264230	SANOFI PASTEUR, INC.		1521764	001	3772398	PK	02/19/19	2,503.47
Warrant 3772398 total									2,503.47
	423515	STAPLES ADVANTAGE (PO BOX		1521336	001	3772399	PK	02/19/19	107.67

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Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Warrant Itm Number	Wrt Typ	Check/ itm Date	Warrant Amount
<hr/>								
Warrant 3772399 total								<hr/> 107.67
								<hr/>
Department 95969 total								<hr/> 7,743.13

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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	281133	ACOSTA, NANCY		1521135	001	88240	PT	02/20/19	37.47
Warrant 88240 total									37.47
	389139	ACRANET CBS BRANCH		1521311	001	88241	PT	02/20/19	99.00
Warrant 88241 total									99.00
	413333	ADER, SAM A		1521148	001	88242	PT	02/20/19	262.16
Warrant 88242 total									262.16
	294940	ANDERSON, AMY C		1521153	001	88243	PT	02/20/19	223.84
Warrant 88243 total									223.84
	404723	BIERMAN, DANA		1521159	001	88244	PT	02/20/19	125.74
Warrant 88244 total									125.74
	400843	CIULLA, LAURA M.		1521190	001	88245	PT	02/20/19	320.16
Warrant 88245 total									320.16
	10476	FEDEX (PO BOX 371461 PITT		1521314	001	88246	PT	02/20/19	13.39
Warrant 88246 total									13.39
	356354	GUIDRY, JESSICA		1521193	001	88247	PT	02/20/19	116.24
Warrant 88247 total									116.24
	422629	KINDSCHY, BRANDON J.		1521196	001	88248	PT	02/20/19	118.32

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Department 95969

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Warrant Itm Number	Wrt Typ	Check/ Itm Date	Warrant Amount
Department 95969 00969 95969 Kitsap Public Health Di	226171	BROWN, STEVEN		1522615	001 88532	PT	02/26/19	411.64
Warrant 88532 total								411.64
	384173	CANON FINANCIAL SERVICES,		1522658	001 88533	PT	02/26/19	1,041.15
Warrant 88533 total								1,041.15
	344819	FISK, APRIL		1522617	001 88534	PT	02/26/19	340.17
Warrant 88534 total								340.17
	402325	GONZALEZ, ANNA K.		1522618	001 88535	PT	02/26/19	647.82
Warrant 88535 total								647.82
	227674	HOLDCROFT, JODIE		1522763	001 88536	PT	02/26/19	236.13
Warrant 88536 total								236.13
	285101	LYTLE, ROSS		1522621	001 88537	PT	02/26/19	44.08
Warrant 88537 total								44.08
	405627	NUNO, CRYSTAL M		1522653	001 88538	PT	02/26/19	59.74
Warrant 88538 total								59.74
	279396	POINT DEFIANCE AIDS PROJE		1522700	001 88539	PT	02/26/19	1,199.35
Warrant 88539 total								1,199.35
	416795	PORT ANGELES FARMERS MARK		1522638	001 88540	PT	02/26/19	372.00

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09200

Account Ledger Inquiry

From Date/Period 02/01/19

Account. 95969.2315

Thru Date/Period 02/15/19

ACCRUED EMPLOYEE BENEFITS

Ledger Type. . . AA

Subledger. . . . *

Skip to Doc/Type

Y-T-D Period End : 5,314.77-

Cumul Period End : 114,561.66-

Additional Selections Exist

O	DT	Document	Date	Explanation/Alpha	Debit	Credit	P
-	U1	354237	02/15/19	DAILY CASH TRANSMI	19,302.27		P
-	U1	354237	02/15/19	DAILY CASH TRANSMI	94,889.38		P
					114,191.65		

Ledger Total 114,191.65

Unposted Total

Opt: 1/2=Orig Entry 5=Details F17=Top F18=Totals F21=Prt Ldg F24=More

09200

Account Ledger Inquiry

From Date/Period 02/01/19

Thru Date/Period 03/31/19

Ledger Type. . . AA

Subledger. . . . *

Account. 95969.2317

ACCRUED TAXES

Skip to Doc/Type . 354707 U1

Y-T-D Period End :

Cumul Period End :

Additional Selections Exist

0	DT	Document	Date	Explanation/Alpha	Debit	Credit	P
U1		354707	02/28/19	DAILY CASH TRANSMI	147,248.09		P

147,248.09

Ledger Total

147,248.09

Unposted Total

Opt: 1/2=Orig Entry 5=Details F17=Top F18=Totals F21=Prt Ledg F24=More

Page
Date

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02/26/1

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
00969 Kitsap Public Health Dist	95969 5628	AMERICAN FAMILY LIFE COUN		1524154	001	3773022	PK	02/28/19	2,672.22
Warrant total	3773022								2,672.22
	261383	EMPLOYMENT SECURITY DEPT		1524204	001	3773023	PK	02/28/19	2,307.45
Warrant total	3773023								2,307.45
	412028	HEALTH CARE AUTHORITY PO		1524247	001	3773024	PK	02/28/19	4,999.64
Warrant total	3773024								4,999.64
	383135	HEALTH EQUITY		1524240	001	3773025	PK	02/28/19	483.33
Warrant total	3773025								483.33
	11003	KITSAP PUBLIC HEALTH DIST		1524180	001	3773026	PK	02/28/19	2.00
Warrant total	3773026								2.00
	356091	MENDOCINO DSHS		1524230	001	3773027	PK	02/28/19	592.00
Warrant total	3773027								592.00
	6831	NACO DEFERRED COMP XPH		1524172	001	3773028	PK	02/28/19	5,958.00
Warrant total	3773028								5,958.00
	394347	PEAK 1 ADMINISTRATION, LL		1524244	001	3773029	PK	02/28/19	685.00
Warrant total	3773029								685.00
	426944	PERFORMANT RECOVERY INC		1524260	001	3773030	PK	02/28/19	567.11
Warrant total	3773030								567.11

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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									4,161.69
Warrant 3773040 total	426137	WCIF FIRST CHOICE HEALTH		1524255	001	3773040	PK	02/28/19	172.48
									172.48
Warrant 3773041 total	426140	WCIF METLIFE ACCIDENT		1524258	001	3773041	PK	02/28/19	177.65
									177.65
Warrant 3773042 total	426139	WCIF METLIFE CRITICAL		1524257	001	3773042	PK	02/28/19	131.25
									131.25
Warrant 3773043 total	426138	WCIF METLIFE HOSPITAL		1524256	001	3773043	PK	02/28/19	95.29
									95.29
Warrant 3773044 total	5606	WCIF STANDARD ACCIDENT		1524146	001	3773044	PK	02/28/19	321.53
									321.53
Warrant 3773045 total	5601	WCIF STANDARD BASIC LIFE		1524138	001	3773045	PK	02/28/19	744.80
									744.80
Warrant 3773046 total	341372	WCIF STANDARD LIFE INSURA		1524227	001	3773046	PK	02/28/19	1,973.03
									1,973.03
Warrant 3773047 total	360635	WCIF STANDARD STD		1524231	001	3773047	PK	02/28/19	514.90
									514.90
	5605	WCIF STANDARD VTL		1524143	001	3773048	PK	02/28/19	1,640.92

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Kitsap County
Summary Payroll Register

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Period - 02/28/19
Payroll ID - 620

Company - Home . . 00969
Home Bus. Unit . .

Kitsap Public Health District
95969 Kitsap Public Health District

Deductions and taxes are confidential and have been redacted

Number	EMPLOYEE Name	Hours	Wages	Vendor#	Gross Pay	Deductions	Taxes	Net Pay	Check Control	I Err C Msg
4563	ABNEY, BEVERLY M.	173.35	4,741.00	1,488.72	4,741.00			3,164.53	9373882	N
278956	ACOSTA, NANCY M.	170.33	7,232.34	1,753.62	7,232.34			4,306.19	9373883	N
413193	ADER, SAM A.	173.33	4,212.00	1,355.70	4,212.00			2,769.52	9373884	N
407901	ADHIKARI, ANISH	173.33	6,344.00	1,259.51	6,344.00			4,351.69	9373885	N
419470	ANDERSON, AMY C.	173.31	5,241.00	1,451.88	5,241.00			3,463.10	9373886	N
215189	BANIGAN, LESLIE B.	173.33	6,571.00	1,288.96	6,571.00			4,652.54	9373887	N
328436	BAZZELL, RICHARD L.	173.33	6,571.00	2,094.18	6,571.00			4,436.58	9373889	N
419805	BELL, GUS J.	173.34	6,972.00	1,769.08	6,972.00			4,922.82	9373890	N
407902	BERGER, ANGELINE C.	173.30	3,927.00	1,285.08	3,927.00			3,029.25	9373891	N
404611	BIERMAN, DANA J.	173.35	5,724.00	1,316.61	5,724.00			4,278.86	9373892	N
398569	BONSELL, KRISTINA S	138.67	3,715.00	979.26	3,715.00			2,559.64	9373893	N
426250	BORJA, WINDIE R.	173.32	3,489.00	2,034.72	3,489.00			2,756.06	9373894	N
2058	BOYSEN-KNAPP, KAREN	173.35	6,010.00	1,216.16	6,010.00			4,351.59	9373895	N
245475	BROWER, JANET L.	173.35	7,922.00	1,837.11	7,922.00			3,498.23	9373896	N
271677	BROWN, STEVEN J.	173.33	6,571.00	1,288.96	6,571.00			4,240.29	9373897	N
411387	CHANG, MARGO W.	173.34	3,056.00	970.40	3,056.00			2,389.46	9373898	N
400655	CIULLA, LAURA M.	173.35	6,835.00	1,696.06	6,835.00			4,664.39	9373899	N
246639	DALTON, MELANIE A.	173.33	7,344.00	1,826.49	7,344.00			5,563.47	9373900	N
359180	DENSON, DAYDRA D.	138.66	4,978.00	999.46	4,978.00			3,414.27	9373901	N
223648	EAKES, DEANNA L.	173.32	4,787.00	1,063.47	4,787.00			3,086.45	9373902	N
395244	EILERS, KATHARINE E	86.60	4,749.50	627.71	4,749.50			3,638.14	9373903	N
4565	EVANS, ERIC V.	173.35	7,922.00	2,783.36	7,922.00			2,785.46	9373904	N
340919	EVANS, KELLY A.	173.34	5,526.00	1,526.21	5,526.00			3,844.37	9373905	N
288900	FANNING, LAUREN	125.00	3,750.00	21.97	3,750.00			3,443.96	9373906	N
421693	FINE, GEORGE F.	195.83	4,043.38	1,395.88	4,043.38			3,130.16	9373907	N
321284	FISK, APRIL K.	170.35	6,004.50	2,534.55	6,004.50			3,693.85	9373908	N
356883	FONG, YOLANDA N.	173.33	9,224.00	2,477.98	9,224.00			6,461.78	9373909	N
337331	GIUNTOLI, PAUL A.	173.33	6,571.00	1,661.80	6,571.00			4,190.48	9373910	N
401905	GONZALEZ, ANNA K.	173.32	5,789.00	2,512.58	5,789.00			4,333.16	9373911	N
1264	GRELLNER, KEITH J.	173.34	11,593.00	2,078.17	11,593.00			8,214.86	9373912	N
421427	GRESS, NICOLE R.	173.37	3,209.00	1,784.26	3,209.00			2,400.70	9373913	N
410072	GRIEGO, YANEISY	173.33	3,529.00	1,267.07	3,529.00			2,728.05	9373914	N
355732	GUIDRY, JESSICA F.	173.35	7,922.00	2,783.36	7,922.00			5,639.51	9373915	N
356336	GUZMAN, DAMARYS L.	173.31	4,194.00	1,785.74	4,194.00			2,912.20	9373916	N
412171	HAMEL, PATRICK B.	173.32	5,645.00	2,100.35	5,645.00			3,737.52	9373917	N
3013	HANSEN-KELLER, JOH	155.98	6,113.00	1,189.01	6,113.00			4,408.02	9373918	N
4579	HOLDCROFT, GRANT A.	173.33	7,545.00	1,788.19	7,545.00			4,788.19	9373919	N
270783	HOLDCROFT, JODIE ST	173.33	6,571.00	1,661.80	6,571.00			4,164.05	9373920	N
1041	HOLT, JUDITH A.	173.35	7,922.00	1,553.14	7,922.00			4,538.00	9373921	N
2726	HOLT, KAREN L.	173.35	7,922.00	2,401.82	7,922.00			5,261.83	9373922	N
306605	HUGHES, RACHEL J.	173.33	3,900.00	1,315.21	3,900.00			2,871.87	9373923	N
409213	HUNTER, KARI L.	173.34	6,093.00	1,364.49	6,093.00			4,255.98	9373924	N
295036	JAMESON, BETTY S.	173.31	3,714.00	1,291.08	3,714.00			2,798.06	9373925	N
400651	JOHANSON, KRISTA M.	173.31	3,714.00	1,723.46	3,714.00			2,842.20	9373926	N
421429	JOHNSON, RENEE K.	173.31	5,376.00	1,231.91	5,376.00			3,917.70	9373927	N
358933	JONES, KIMBERLY D.	173.33	6,571.00	1,288.96	6,571.00			4,518.79	9373928	N
393427	KATULA, DAYNA R.	173.32	5,912.00	2,135.00	5,912.00			3,587.25	9373929	N
418812	KELLUM, LYNDSEY B.	104.00	3,434.00	938.24	3,434.00			2,537.61	9373930	N
245476	KENCH, DONALD C.	173.33	3,867.00	2,082.38	3,867.00			2,632.75	9373931	N

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Kitsap Public Health District
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Deductions and taxes are confidential and have been redacted

EMPLOYEE	Hours	Wages	Vendor#	Gross Pay	Deductions	Taxes	Net Pay	Check Control	I Err C Msg
Number	Name								
250913	KIESS, JOHN F.	173.34	9,449.00	2,593.97	9,449.00		6,732.21	9373932	N
421430	KINDSCHY, BRANDON J	173.34	4,876.00	2,333.43	4,876.00		3,489.08	9373933	N
16125	KNOOP, MELINA V.	173.33	6,571.00	1,661.80	6,571.00		4,383.67	9373934	N
243184	KRUSE, CHARLES H.	173.33	6,661.00	2,232.20	6,661.00		4,915.66	9373935	N
327580	KUSHNER, SIRI E.	173.35	7,922.00	2,783.36	7,922.00		6,048.17	9373936	N
416539	LAIRD, MELISSA Y.	173.35	7,922.00	1,837.11	7,922.00		5,557.24	9373937	N
316830	LINDEN, LISA B.	173.36	4,894.00	2,002.91	4,894.00		2,347.59	9373938	N
285038	LYTLE, ROSS D.	173.33	6,571.00	2,029.80	6,571.00		4,281.78	9373939	N
388104	MAZUR, KARINA MARIA	173.31	6,397.00	1,639.23	6,397.00		4,443.86	9373940	N
421431	MCDOWELL, STACI M.	173.32	3,820.00	1,639.21	3,820.00		3,045.87	9373941	N
414387	MCKENZIE, MAYA A.	173.31	5,012.00	1,459.51	5,012.00		3,390.78	9373942	N
387088	MCKINNON, BRYAN M.	173.31	5,376.00	1,271.45	5,376.00		4,200.71	9373943	N
279971	MOEN, ANNE M.	173.34	4,876.00	1,874.24	4,876.00		3,374.26	9373944	N
406607	MOONTREE, KAELE L.	53.50	1,605.00	9.40	1,605.00		1,377.59	9373945	N
421227	MOORE, MEGAN R.	173.32	5,191.00	2,041.45	5,191.00		3,816.55	9373946	N
324204	MORGAN, W. NEWTON	173.33	6,571.00	2,094.18	6,571.00		4,669.64	9373947	N
312378	MORRIS, DAWN M.	138.67	3,830.00	850.49	3,830.00		2,790.74	9373948	N
406005	MURRAY, KEISHA R.	166.57	4,380.97	1,038.42	4,380.97		3,364.60	9373949	N
295033	NGUYEN, LOAN T.	138.65	3,440.00	799.88	3,440.00		2,665.79	9373950	N
208456	NICOLAISEN, NIELS K	174.33	6,627.86	2,227.89	6,627.86		4,717.39	9373951	N
3128	NOBLE, GREGORIA A.	173.34	4,876.00	1,151.89	4,876.00		3,189.24	9373952	N
22459	NORTH, EDWIN	173.33	8,571.00	2,867.57	8,571.00		2,327.12	9373953	N
405301	NUNO, CRYSTAL M.	173.32	5,645.00	1,168.80	5,645.00		3,112.29	9373954	N
426938	ONARHEIM, CARIN E.	164.62	3,643.25	915.06	3,643.25		2,595.88	9373955	N
243679	OUTHWAITE, MINDI L.	121.35	4,701.00	1,158.68	4,701.00		3,237.23	9373956	N
419118	PANDINO, LINDA E.	173.32	4,300.00	1,367.12	4,300.00		3,223.18	9373957	N
388198	PHILLIPS, LYNN J.	130.00	4,351.00	1,595.61	4,351.00		2,837.14	9373958	N
229901	PHIPPS, BETH M.	173.34	7,874.00	1,458.04	7,874.00		5,007.73	9373959	N
394466	PREWITT, SUSANA C.	173.31	4,000.00	955.35	4,000.00		3,046.99	9373960	N
1214	QUAYLE, TIMOTHY P.	173.34	6,828.00	2,253.86	6,828.00		4,657.92	9373961	N
419860	QUIST-THERSON, NII	179.83	7,737.41	2,759.41	7,737.41		5,651.21	9373962	N
418444	RAMUNNO, PHILIP M.	173.35	5,263.00	1,492.07	5,263.00		3,965.51	9373963	N
324654	RHEA, SUSAN R.	173.33	3,900.00	1,315.21	3,900.00		2,555.52	9373964	N
396295	RHOADES, LACEY P.	173.35	5,263.00	1,119.23	5,263.00		2,911.05	9373965	N
267073	RIDGE, BETTI L.	173.32	6,716.00	1,680.62	6,716.00		4,655.19	9373966	N
404613	RORK, IAN M.	173.32	4,423.00	1,383.08	4,423.00		3,321.28	9373967	N
425553	SHUHLER, YANA	173.34	3,056.00	1,254.93	3,056.00		2,315.60	9373968	N
1224	SMITH-ROSE, SHELLEY	156.01	5,409.00	1,433.23	5,409.00		3,650.39	9373969	N
361388	SMITH, TERRI L.	173.33	7,344.00	1,762.11	7,344.00		5,121.89	9373970	N
347366	STEDMAN, KELSEY E.	174.33	6,601.64	1,292.94	6,601.64		4,326.86	9373971	N
423168	STEWART, TOBBI S.	173.34	4,876.00	1,441.86	4,876.00		3,610.26	9373972	N
410415	STUNTZ, JAYME M.	177.33	6,448.76	2,592.20	6,448.76		4,391.05	9373973	N
1682	TURNER, DENISE M.	173.35	4,741.00	1,140.37	4,741.00		2,929.83	9373974	N
401072	TURNER, SUSAN E.	173.34	15,176.00	3,343.10	15,176.00		8,307.25	9373975	N
426251	WAGNER, MARY K.	121.34	2,246.00	2,083.13	2,246.00		1,134.55	9373976	N
392243	WALTHER, SUSAN B.	173.35	5,927.00	2,010.61	5,927.00		3,978.93	9373977	N
14545	WELLBORN, BRIAN D.	129.99	2,900.00	1,161.12	2,900.00		1,745.63	9373978	N
397255	WENDT, JAN E.	173.34	6,872.00	2,259.57	6,872.00		5,089.99	9373979	N
2189	WERDALL, LORI E.	103.99	2,580.00	348.50	2,580.00		2,014.39	9373980	N

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EMPLOYEE	Hours	Wages	Vendor#	Gross Pay	Deductions	Taxes	Net Pay	Check Control	I Err C	Msg
413194 WILSON, ANNILICIA R	122.81	2,387.42	24.50	2,387.42			1,957.63	9373981	N	
426939 WINTERS, CHRISTOPHE	173.36	4,894.00	2,232.26	4,894.00			3,613.54	9373982	N	
301566 YANDA, KERRIE L.	173.35	7,201.00	2,215.47	7,201.00			4,788.04	9373983	N	
2908 ZIMNY, JAMES A.	173.32	8,999.00	1,943.23	8,999.00			6,504.49	9373984	N	
Total. . . .	16885.39	578,311.03	165,881.77	578,311.03	82,761.01	103,986.61	391,563.41			