

**Kitsap Public Health District
Consent Agenda
January 5, 2021**

KPHD Contract Number	Their Contract Number	Contractor and Agreement Name	Type of Agreement	Term of Agreement	Amount to District	Amount to Other Agency
1869 Amendment 2 (2123)	NA	Olympic Community of Health <i>Change Plan</i>	Interlocal Agreement	10/01/2018-12/31/2021	Dependent on milestones	\$0
Description: Includes a corrected change plan for 2021 of the District's collaboration with ACH and partners to achieve the Change Plan outcomes, coordinate referrals for at-risk subpopulations, and provide care coordination services for referred clients.						
2054 Amendment 1 (2124)	NA	People's Harm Reduction Alliance <i>Secondary Syringe Exchange</i>	Contract	01/01/2020-12/31/2020	\$0	\$75,000
Description: Amends term of contract through 12/31/2021 and adds additional compensation of \$75,000 to contract for a total compensation of no more than \$150,000. Contractor will continue to provide county-wide mobile syringe exchange services in primarily rural areas as a component of the District's re-configured Kitsap Syringe Exchange Services Network.						
2120	KC-049-21	Kitsap County <i>Nurse Family Partnership</i>	Interlocal Agreement	01/01/2021-12/31/2021	\$169,083	\$0
Description: Funded by 1/10th of 1% sales tax, augments state and federal funding for high-risk mothers and their children. KPHD to deliver nurse home visiting services and provide a bilingual Community Health Worker for outreach and case management of high-risk, low-income mothers and their babies. This project has the goal of preventing mental illness, behavioral problems, and future addiction in young children by intervening with at-risk families.						
2125	K-069-21	Kitsap County <i>Therapeutic Court Tax Programs</i>	Interlocal Agreement	01/01/2021-12/31/2021	\$48,470	\$0
Description: KPHD to provide monitoring and evaluation of the operation and delivery of Mental Health, Chemical Dependency and Therapeutic Court Tax Programs for the purpose of ensuring transparency, accountability, and collaboration						

2126	NA	Clallam County <i>Communicable Disease/Opioid Dashboard</i>	Interlocal Agreement	01/01/2021-12/31/2021	\$34,230	\$0
Description: KPHD epidemiology staff to prepare monthly communicable disease reports, update opioid surveillance dashboard/reports, and support general data requests for/from Clallam County.						
2127	NA	Jefferson County Public Health <i>Mental Health / Substance Abuse</i>	Interlocal Agreement	01/01/2021-12/31/2022	\$50,240	\$0
Description: District epidemiologists will manage evaluation tracking data system for Mental Health/Substance Abuse (MH/SA) and prepare and present data reports, manage evaluation tracking data systems (One Tenth Website) for Vendors who access 1/10 th of 1% funding, and develop and maintain an online data dashboard for Vendors to share program metrics with the County and for internal use.						
2129	KC-429-20	Kitsap County <i>Clean Water Kitsap</i>	Interlocal Agreement	01/01/2021-12/31/2021	\$1,230,000	\$0
Description: Provides a mechanism for implementation of programs within the Clean Water Kitsap (CWK) partnership to coordinate stormwater management programs and services to achieve a comprehensive approach to surface water management.						
2131	KC-474-20	Kitsap County <i>Nurse Family Partnership</i>	Interlocal Agreement	01/01/2021-06/30/2021	\$20,220	\$0
Description: The District to provide NFP services to Seven 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.						
2132	NA	Olympic Community of Health <i>Medicaid Transformation</i>	Contract for Services	01/01/2021-12/31/2021	\$92,880	\$0
Description: KPHD epidemiologists to provide expert research and overall management and delivery of OCH's analytic projects to include community health metric analysis, develop dashboards to oversee OCH and partner progress against project milestones, and develop and oversee methods for consistency and data validation.						

AMENDMENT TO IMPLEMENTATION PARTNER SPECIFIC AGREEMENT
Between
OLYMPIC COMMUNITY OF HEALTH
And
Kitsap Public Health District

This Amendment (“Amendment”) to the Implementation Partner Specific Agreement for is entered into between the Olympic Community of Health (“OCH”) and Kitsap Public Health District.

RECITALS

WHEREAS, the Parties entered into the Contract effective January 1, 2017; and

WHEREAS, the Parties have agreed to update the contract language to clarify contract terms for 2021;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Amendment of Agreement Section 1. Change Plan.

PARTNER agrees to complete the requirements under the Change Plan, attached herein as Attachment A. *(Note that the Change Plan is also referred to as the Project Plan in the Financial Executor Portal Standard Partnership Agreement, Attachment B).*

II. Amendment of Agreement Section 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. 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 OCH. Regional funds earned are distributed to partners based on the OCH Board of Directors approved funds flow model and 2021 Medicaid Transformation Payment Model, Attachment C. Factors to determine payment amounts are defined by the 2021 Medicaid Transformation Payment Model, Attachment C and include Medicaid lives served for primary care and Medicaid encounters for behavioral health, and completion of the following activities:
- Partner reporting (change status, narrative questions, Health Care Authority Pay for Reporting metrics including MeHAF assessment for behavioral health, simplified quantitative data)
 - Enhanced transformation activities
 - Required change plan outcomes status
 - Implementation of enhanced community-clinical linkage work
 - Addressing increased behavioral health needs
 - Learning and convening

- Future state visioning input
 - Value-based payment survey completion
 - Site visits with OCH staff. While site visits are not an element of the 2021 Medicaid Transformation Payment Model, they are a component of contract monitoring.
- 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 payments to be released from the Financial Executor Portal (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 2021 Medicaid Transformation Project Payment Model (Attachment C).
- Failure to complete deliverables to the satisfaction of OCH may result in delayed, reduced or withheld payments.
- OCH may, from time to time, authorize additional payments to partners be made outside of the biannual Portal disbursement process. Such payments may be made by check sent to the PARTNER.
- d. **Attestation of Organization Governance, Management and Financial Solvency.** 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.

III. Amendment of Agreement Section 12. Partner and OCH Contract Managers.

PARTNER's Contract Manager will have primary responsibility and final authority for the services provided under this Contract and be the principal point of contact 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.

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: Miranda Burger
Street Address: PO Box 641
City, State Zip: Port Townsend, WA 98368
Email: miranda@olympicch.org

Both parties agree to notify the other party of changes to the person(s) named in this section by written notice (email acceptable) within 30 days of such change.

IV. Amendment of Agreement Section 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: Debra Swanson
Street Address: PO Box 641
City, State Zip: Port Townsend, WA 98368
Email: debra@olympicch.org

Both parties agree to notify the other party of changes to the person(s) named in this section within 30 days of such change.

V. Amendment of Agreement Section 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. This Agreement
2. 2021 Change Plan, Attachment A
3. Financial Executor Portal Standard Partnership Agreement, Attachment B
3. 2021 Medicaid Transformation Project Payment Model, Attachment C

VI. Effective Date. This Amendment is effective as of January 1, 2021.

IN WITNESS WHEREOF, the Parties have subscribed their names hereto.

DATE: _____

Keith Grellner
Kitsap Public Health District

DATE: _____

OCH Executive Director

Domain	Focus Area	Outcome (bold = required)	SubTactic	SubTactic Detail	2021 Change Plan
1. Care Coordination	1. Population Health Management	B. Social determinants of health (SDOH) are assessed and integrated into standard practice	Social Determinant:		x
			A. Housing status/needs		x
			B. Employment status/needs		
			C. Transportation status/needs		
			D. Food status/needs		x
			E. Syringe exchange needs		x
			F. Other		
		C. Care coordination protocols that include screening, appropriate referral, and closing the loop on referrals are developed to connect specific subpopulations to clinical or community services	Population(s) of focus:		x
			A. Children who are overdue for well-child visits and/or immunizations to primary care or pediatrics		x
			B. Individuals with housing, transportation, employment support, and/or food needs to other appropriate community-based organizations		
			C. Individuals managing one or more chronic disease to primary care		
			D. Families, women, and children to other appropriate community-based organizations		x
			E. Coordinate with host agency to offer mobile dental services on site		
			F. Pregnant women to appropriate prenatal care providers and/or other community-based organizations		x
			G. Women with risky health behaviors (alcohol use, tobacco use, illicit drug use, disordered eating, etc.) to community support programs and/or specialty care		x

4. Care Infrastructure	1. Capacity Infrastructure	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)	x
		I. Adults requiring syringe exchange services to exchange programs	x
		J. Individuals with no medical home to primary care	x
		K. Individuals needing primary care services to primary care	x
		L. Individuals needing behavioral health services to behavioral health care (including SUD and MH services)	x
		M. Individuals needing oral health care to oral health care services	
		N. Individuals without health insurance coverage to enrollment specialist services	
		O. Women of child-bearing age for contraception education and services	
		P. Other	
		List Partner(s):	Willing to sign with any partner whom we do not have existing business agreement with
4. Care Infrastructure	1. Capacity Infrastructure	F. Information is exchanged securely, appropriately, timely and efficiently	x
			x
			x

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.

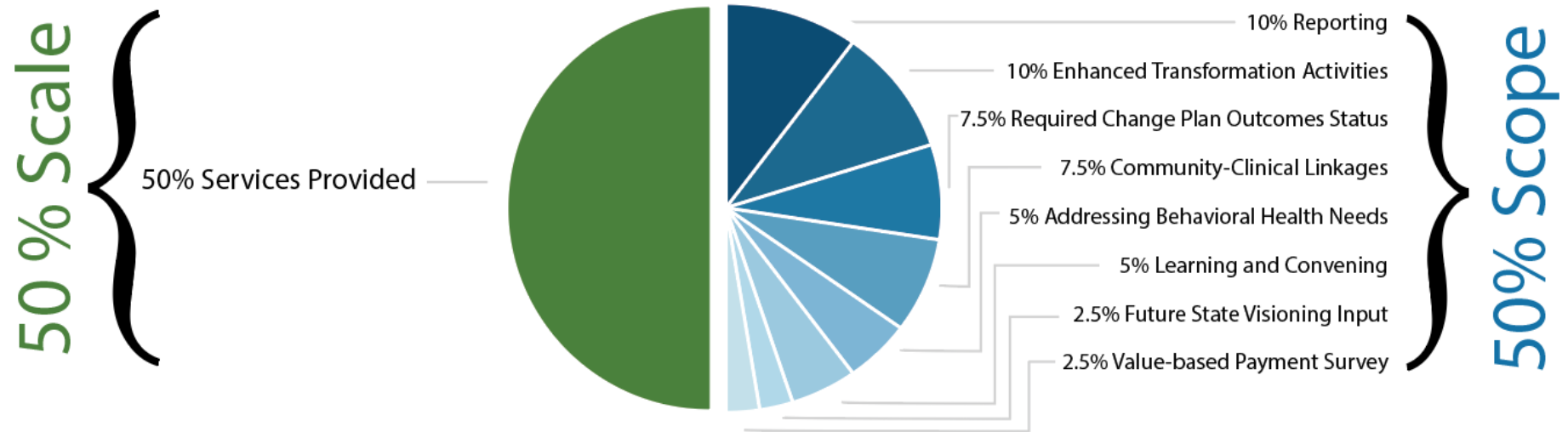
Section 8.04 *Termination for Exclusion.* Either Party may terminate this Agreement immediately if the other Party or any of its employees, agents or contractors are excluded from the Medicare or Medicaid program or any other federal or state health care program and, where the exclusion applies to the 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.

2021 Payment Model

Guidelines to submit a change plan: Must be able to complete all required elements



NOTE: Percentages are absolute, 50% scale, 50% scope, and 100% total

Scale: 50% of 2021 payments

50% of 2021 payments will be based on the following scale criteria as self-reported by change plan type. **Due to COVID-19 response, partners may choose between previously submitted 2019 or new 2020 scale criteria:**

- Primary Care = 2019 or 2020 Medicaid lives (partner choice)
- Behavioral Health = 2019 or 2020 Medicaid encounters (partner choice)
- CBOSS = Number of OCH core metrics impacted (based on 2020 change plan)
- Hospital = Scale calculation does not apply to payment calculation, although data are collected

NOTE: Partners with more than one change plan report and earn separate payments for scale for each applicable change plan type.

Scope: 50% of 2021 payments

Scope element (absolute %)	Description	Frequency and payment	Partners with more than 1 change plan (report and earn separate payments for scope for each applicable change plan type)
Partner reporting 10%	Complete all reporting elements that apply to change plan type (change status, narrative questions, Health Care Authority P4R metrics, simplified quantitative data)	Report twice, payment twice per year (5% each)	Complete required reporting for all change plans (earn full 10% per change plan).
Enhanced transformation activities 10%	<ul style="list-style-type: none"> Submit project plan in Spring 2021 that details work addressing determinants of health. Subsequent reporting on progress towards outlined project plan. Work may consist of continued previous change plan activities or new work that advances the determinants of health. 	Submit 1 project plan, payment once (2.5%) Report once, payment once (7.5%)	1 project per change plan, or 1 robust project that spans multiple change plan service lines (earn full 10% per change plan).
Required change plan outcomes status 7.5%	Self-reported status on selected outcomes. <i>NOTE: At least half of <u>all</u> required change plan outcomes status' must be "fully implemented", or "scaling and sustaining" to receive credit.</i>	Evaluated once (<i>second qualitative reporting of the year</i>), payment once per year (7.5%)	Earn full 7.5% for each full change plan. Earn 2.25% for each partial change plan.
Implementation of enhanced community-clinical linkage work 7.5%	Progress towards self-identified milestones as outlined in enhanced community clinical linkage work project proposal. If milestones are not progressing as predicted, partners must provide detailed mitigation strategies.	Report once, payment once per year (7.5%)	Project proposals are 1 per full change plan or 1 comprehensive across full change plans – report based on submission (earn full 7.5%). Does <u>not apply</u> to partial change plans (earn 0%).
Addressing behavioral health needs 5%	Implement and report on (1) activity to respond to increased behavioral health needs. <i>Activities may include and are not limited to: expand available behavioral health services (in-person or telehealth), participate in statewide advocacy, partner with agency new to OCH network, etc.</i>	Complete 1 activity and report, payment once per year (5%)	Complete 1 activity per change plan or 1 comprehensive activity across change plans (earn full 5% per change plan).
Learning and convening 5%	Participation in at least 4 OCH convenings, collaborative events, summits, trainings, and OCH committees/workgroups.	Attend a minimum of 4 (<i>counted by number of events per change plan, not number of people</i>),	Attend minimum of 4 per change plan (earn full 5% per change plan).

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	<i>NOTE: Governance related committees and workgroups do not apply (Board of Directors, Executive Committee, Finance Committee, Funds Flow Workgroup).</i>	payment once per year (5%)	
Future state visioning input 2.5%	Partners will be asked to provide input on proposed OCH future state vision, which will then be voted on by the OCH Board of Directors.	Complete once, payment once per year (2.5%)	Complete once per organization/Tribe, applies only to highest change plan payment (earn 2.5% for highest change plan, 0% for all other change plans).
Value-based payment survey completion 2.5%	Complete Health Care Authority value-based payment survey, which is part of the Health Care Authority P4R requirement. <i>NOTE: CBOSS partners not eligible to participate will automatically receive credit for this element.</i>	Complete once, payment once per year (2.5%)	1 survey completed per organization/Tribe, applies only to highest change plan payment (earn 2.5% for highest change plan, 0% for all other change plans).

NOTE: Site visits are not an element of the 2021 payment model and are a required component of contract monitoring.

Implementation Partner 2021 Calendar

Reporting and Payment 1 Period						Reporting and Payment 2 Period					
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
2021 contract amendments effective with all signatures	Future state visioning input	Enhanced transformation activities (submit project plan)			Partner reporting Will include: -report on work to address behavioral health needs		HCA value-based payment survey				Partner reporting Will include: -change plan outcomes status -report on enhanced transformation activities -report on implementation of enhanced community-clinical linkage work
						Payment 1 (Jan-Jun) – 40%					Payment 2 (Jul-Dec) – 60%
Learning and convening (OCH upcoming events page will be updated with opportunities on quarterly basis)											

NOTE: Timelines are estimates and subject to change. OCH strives to facilitate partner success and will adjust to accommodate changing partner priorities as needed.

Contract Amendment

The Contract Amendment is made and entered into between the Kitsap Public Health District, a Health District organized pursuant to chapter 70.46 Revised Code of Washington and Section 9.52 Kitsap County Code, hereinafter referred to as "District," and The People's Harm Reduction Alliance, a **501(c)3 non-profit organization**, hereinafter referred to as "Contractor."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as KPHD 2054 and executed on February 7, 2020 shall be amended as follows:

Section I, Period of Performance: The period of performance of this agreement shall be extended through December 31, 2021.

Section IV, Compensation: The District agrees to pay Contractor up to an additional \$75,000 during the extended period of performance as indicated in Section I of this amendment, for a total compensation not to exceed \$150,000 for the contract.

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

This amendment shall be effective upon execution by the parties.

DATED this _____ day _____, 2021

DATED this _____ day _____, 2021

KITSAP PUBLIC HEALTH DISTRICT

**THE PEOPLES HARM REDUCTION
ALLIANCE**

Keith Grellner, Administrator

Funding Source
Program: <u>Syringe Exchange Program</u>
Non-Federal Contract/Grant <u>HIV Prevention – State</u>
Consolidated Contract; SHW Tipping Fee; Local
Dollars _____

AGREEMENT KC-049-21

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

I. Purpose

This Agreement is for the appropriation of \$169,083 for the purpose of augmenting state and federal funding of mental health, chemical dependency and therapeutic court programs and services with the goal of preventing and reducing the impacts of disabling chemical dependency and mental illness by creating and investing in effective, data driven programs for a continuum of recovery-oriented systems of care per RCW 82.14.460 for the time period January 1, 2021 – December 31, 2021. Funding must be used solely for the purpose of providing for the operation or delivery of chemical dependency or mental health treatment programs and services and for the operation or delivery of therapeutic court programs and services. No funding provided under this contract may be used to supplant existing funding for these programs.

II. Collaboration and Collective Impact

Kitsap Public Health District shall take the initiative to work with other systems to reduce fragmentation or duplication and to strengthen working relationships utilizing collective impact strategies. Kitsap Public Health District will provide quarterly updates on collaborative efforts and outreach activities that will include issues mutually identified by Kitsap Public Health District and respective systems that can be addressed through collective impact strategies. Examples of such systems include: mental health, veterans, adult protection and welfare, education, criminal justice, housing, employment services, primary health care plans and other publicly-funded entities promoting substance abuse and mental health services.

All entities providing services to working age adults and youth shall establish a connection with the local WorkSource system to ensure people have access to employment training and placement services.

III. Identification and Coordination of Available Funding Sources

Kitsap Public Health District is required to identify and coordinate all available funding resources to pay for the mental health and chemical dependency services funded by this contract, including Federal (Medicaid and Affordable Care Act, etc.), State, local, private insurance and other private sources. The 1/10th of 1% funding should be utilized as a Payor of Last Resort.

IV. Project Description

This project will provide behavioral health services within the Prevention, Early Intervention level of the continuum of care and addresses the following strategic goals:

- Improve the health status and wellbeing of Kitsap County residents.

- Reduce the incidence and severity of chemical dependency and/or mental health disorders in adults and youth.

This two-tier project has the goal of preventing 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. There are two components to this project 1. providing evidence-based Nurse Family Partnership (NFP) services to at least 12 low-income, high-risk first-time mothers and their babies (note total number of clients served by NFP annually is 50-60). 2. improving access to services by utilizing a community health worker (CHW) for outreach and community infrastructure support.

V. Project Activities 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.
- Existing caseload will be maintained at twelve (12) 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-nine (29) weeks of pregnancy and receive visits according to NFP guidelines.
- Content 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.

The Kitsap Public Health District will provide the following to improve access to services:

- Staff a bilingual (English-Spanish) Community Health Worker (CHW) who will work with the Parent Child Health (PCH) and Nurse Family Partnership team of registered nurses. The CHW will be a frontline public health worker who is a trusted member of and/or has an unusually close understanding of the community served.
- The CHW will serve as a liaison/link/intermediary between health/social services and the community to facilitate access to services and improve the quality and cultural competence of service delivery.

- Prenatal and postpartum assessments which include depression and Adverse Childhood Experiences (ACEs) screening.
- Health and parenting education.
- Referrals to community resources and case management.
- Expand outreach efforts to enroll more eligible women.
- Case management activities that can be done by a community health worker (CHW).

VI. Project Design

The Improving Health and Resiliency of High-Risk Mothers and Their Children project (hereafter referred to as “Improving Health project”) includes providing an evidence-based nurse home visiting service to families and strengthening prevention and early intervention infrastructure in Kitsap County. With the use of a best practice evidenced based program and a collective impact approach, this project will improve the health status and wellbeing of Kitsap residents.

The project has two components: 1. providing evidence-based Nurse Family Partnership (NFP) services to at least 12 low-income, high-risk first-time mothers and their babies (note total number of clients served by NFP annually is 50-60). 2. improving access to services by utilizing a community health worker (CHW) for outreach and community infrastructure support.

The NFP program is a parental and infancy home visitation service that aims to improve the health, well-being, and self-sufficiency of first time parents and their children. Program activities are designed to link families to needed services, promote good decision making, assist families in making healthy choices, and help women build supportive relationships with families and friends. NFP nurses assess for signs and symptoms of Substance Use Disorders (SUDs), mental illness, and Adverse Childhood Experiences (ACEs) with every client. The nurses provide education to promote health and, because of their trusting relationships with their clients, they are often able to support a parent’s readiness to seek needed treatment services.

The CHW is an established liaison between health/social services and the community and has facilitated access to services with culturally appropriate strategies. The CHW for this project is bilingual in English and Spanish and has been able to provide targeted outreach to Kitsap’s Spanish speaking population. In this proposal the CHW will continue to outreach to our Spanish speaking population and will identify other hard to reach populations with the plan to develop culturally appropriate strategies for engagement. In addition to outreach, the CHW has been integral in the development of new relationships with community partners. These partners all contribute to our prevention and early intervention infrastructure in Kitsap. An additional activity for the proposal this year includes the development of a centralized referral system for early childhood intervention programs to increase access and services for pregnant and childbearing age women that need mental health and substance abuse treatment. Families are often confused about what services they can access and providers also have challenges keeping up to date on program requirements for appropriate referrals. Creating a centralized process intends to reduce community confusion and increase the likelihood that residents can obtain the appropriate needed services in a timely manner.

VII. Project Outcomes and Measurements

Kitsap Public Health District will participate in the Evaluation Plan for Treatment Sales Tax Programs. Programs or services implemented under the Treatment Sales Tax are monitored by the Citizens Advisory Committee. Kitsap Public Health District will have an evaluation plan with performance measures developed in partnership with Kitsap Public Health District Epidemiologist. The emphasis will be on capturing data at regular intervals that can be used to determine whether Treatment Sales Tax funded programs met expectations. Some common measures will be identified that will be reported on. Evaluation efforts must include standardized data collection and reporting processes that produce the following types of information:

- Quantity of services (outputs)
- Level of change occurring among participants (outcomes)
- Return-on-investment or cost-benefit (system savings) if evidence-based
- Adherence to the model (fidelity)
- Common measures (to be identified by the Citizens Advisory Committee and Kitsap Public Health District staff that all programs must report on)

Data will be collected to monitor the following goals and objectives identified by the Contractor:

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

Objective #1: Funded case load of at least 12 mothers and infants (0.5 FTE nurse) will be maintained through December 31, 2021.

Objective #2: Maintain an average retention rate of 85% for Nurse Family Partnership clients over the course of the program year (January-December 2021).

Objective #3: By December 31, 2021 Community Healthcare Worker has at least 250 unduplicated outreach and case management encounters.

Objective #4: By December 31, 2021, at least 50 current clients will have a PHQ-9 and GAD-7 screen completed.

Objective #5: By December 31, 2021, at least 50 current clients will have a Nurse Family Partnership Health Habits (substance abuse topics) questionnaire completed.

Objective #6: By December 31, 2021, Kitsap Public Health District will maintain required high fidelity to the Nurse Family Partnership model, as required by the National Service Office.

Objective #7: By December 31, 2021, Nurse Family Partnership CAB will convene at least 4 meetings to advise, support and sustain the NFP program.

VIII. Data Collection and Reporting

Kitsap Public Health District will provide a Quarterly Report to the Kitsap County Department of Human Services by April 30, July 31, and October 31, 2021; and January 31, 2022 each year funding is received under this grant, detailing progress made on program outcomes during the quarter, what other funding sources have been investigated, and what the future potential for alternative funding is. In addition, outcomes identified in the Evaluation Plan for Mental Health, Chemical Dependency and Therapeutic Court Programs will be reported.

IX. 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, or more than 115% 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.

X. Duration

This agreement is in effect from January 1, 2021 – December 31, 2021.

XI. Amendments

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

XII. Attachments

The parties acknowledge that the following attachments, which are attached to this agreement, are expressly incorporated by this reference:

Attachment A: Budget

This Agreement shall be effective January 1, 2021.

Dated this ____ day of _____, 2021.

Dated this ____ day of _____, 2021.

CONTRACTOR
KITSAP PUBLIC HEALTH DISTRICT

KITSAP COUNTY BOARD OF
COMMISSIONERS

Keith Grellner, Administrator

CHARLOTTE GARRIDO, Chair

ROBERT GELDER, Commissioner

EDWARD E. WOLFE, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

Attachment A: Budget

Kitsap County Human Services Department
Expenditure Plan: January 1, 2021 - December 31, 2021

Agency Name: Kitsap Public Health District
Project Name: Nurse Family Partnership
Contract: \$169,083 **Contract #** KC-049-21

Contract Line item	1/1/2021 3/31/2021	4/1/2021 6/30/2021	7/1/2021 9/30/2021	10/1/2021 12/31/2021	Total Budget
Personnel	\$ 39,620.00	\$ 39,620.00	\$ 39,620.00	\$ 39,620.00	\$ 158,480.00
Manager and Staff (Program Related)	27,994.00	27,994.00	27,994.00	27,994.00	111,976.00
Fringe Benefits	11,626.00	11,626.00	11,626.00	11,626.00	46,504.00
Supplies & Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	-	-	-	-	-
Office Supplies	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Administration	\$ 2,650.75	\$ 2,650.75	\$ 2,650.75	\$ 2,650.75	\$ 10,603.00
Advertising/Marketing	-	-	-	-	-
Audit/Accounting	-	-	-	-	-
Communication	187.75	187.75	187.75	187.75	751.00
Insurance/Bonds	-	-	-	-	-
Postage/Printing	-	-	-	-	-
Training/Travel/Transportation	450.00	450.00	450.00	450.00	1,800.00
% Indirect	2,013.00	2,013.00	2,013.00	2,013.00	8,052.00
Other (Describe):	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Operations & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial Service	-	-	-	-	-
Maintenance Contracts	-	-	-	-	-
Maintenance of Existing Landscaping	-	-	-	-	-
Repair of Equipment and Property	-	-	-	-	-
Utilities	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Other	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Project Budget Total	\$ 42,270.75	\$ 42,270.75	\$ 42,270.75	\$ 42,270.75	\$ 169,083.00

SAM Search Results
List of records matching your search for :**Search Term : Kitsap Public Health District***
Record Status: Active

ENTITY	KITSAP PUBLIC HEALTH DISTRICT	Status: Active
DUNS: 169167202	+4:	CAGE Code: 0UMV3 DoDAAC:
Expiration Date: 12/25/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 345 6TH ST STE 300		
City: BREMERTON	State/Province: WASHINGTON	
ZIP Code: 98337-1866	Country: UNITED STATES	

AGREEMENT KC-069-21

This Agreement is entered into between Kitsap County and the Kitsap Public Health District to provide monitoring and evaluation services for 2021 Mental Health, Chemical Dependency and Therapeutic Court Tax Programs.

I. Purpose

This Agreement is for the appropriation of \$48,470 for the purpose of ensuring that the implementation and evaluation of the strategies and programs funded by the Mental Health, Chemical Dependency and Therapeutic Court Treatment Sales Tax are transparent, accountable and collaborative per RCW 82.14.460 for the time period January 1, 2021 – December 31, 2021. Funding must be used solely for the purpose of providing monitoring and evaluation of the operation or delivery of chemical dependency or mental health treatment programs and services and for the operation or delivery of therapeutic court programs and services.

II. Project Description

Kitsap County seeks to assure that citizens and policy makers spend the Treatment Sales tax funds collected in an accountable and transparent manner, with community input and support, and with measures to determine the effectiveness of these publicly-funded investments. Each funded program will be evaluated according to performance measures regarding cost effectiveness and the ability to attain stated goals. These programs shall achieve the following policy goals:

- Improve the health status and wellbeing of Kitsap County residents.
- Reduce the incident and severity of chemical dependency and/or mental health disorders in adults and youth.
- Reduce the number of chemically dependent and mentally ill youth and adults from initial or further criminal justice system involvement.
- Reduce the number of people in Kitsap County who recycle through our criminal justice systems, including jails and prisons.
- Reduce the number of people in Kitsap County who use costly interventions including hospitals, emergency rooms, and crisis services.
- Increase the number of stable housing options for chemically dependent and mentally ill residents of Kitsap County.

The Kitsap Public Health District will develop and measure specific performance outcomes to ensure funding is meeting proposed goals and those of Kitsap County's strategic plans. The Citizens Advisory Committee (CAC) will quarterly review performance outcomes, determine the success of funded proposals and achievement of County behavioral health goals. The CAC will submit an annual report to the BOC that lists programs funded, amounts allocated and expended, number of individuals served and performance outcomes along with recommended program and/or process changes based on the outcomes and evaluation data.

III. Project Activities

The Kitsap Public Health District will be responsible for the following activities and be reimbursed at the following 2021 hourly rate per employee assigned to the project:

Kitsap Public Health District Assessment and Epidemiology Program
Kitsap County 1/10th of 1% Monitoring and Evaluation
Scope of Work 2021

KPHD Staff 2020 hourly rate estimate:	
Epidemiologist I (evaluator)	\$80
Epidemiologist II (evaluator)	\$90
Program Manager (supervisor)	\$105
IT (database developer)	\$110

15 Continuation Projects, 8 New Projects = 23 Total Projects

Activity	Timeline/description	Duration/Frequency	Total hours	Who	Cost
Technical assistance (TA) to projects for M&E development and refinement	January-December: Review, prep, and revise metrics with ongoing follow-up, data management	8 hours x new project (8); 4 hours x continuation project (15)	124	Epidemiologist I	\$9,920
	January-December: Evaluation Meetings, TA to projects	2 hours x new meeting; 1 hour x continuation meeting, 1 hour adhoc TA	54	Epidemiologist I	\$4,320
Quarterly report review and dashboard development, updates, summaries	January-December	23 projects x 8	184	Epidemiologist I	\$14,720
Set-up measures and manage electronic reporting platform	January-December	3 hours x project	69	Epidemiologist I	\$5,520
Ongoing management of electronic reporting web platform and the addition of new features	January-December	24 hours split CJK	8	IT	\$880
Quarterly contractor meetings	January-December	4 meetings x 2 hours	8	Epidemiologist I	\$640
Participate in RFP Revision meetings, prep for meetings	January-December	Approx. 5 meetings annually x 2 hours. 10 hours review/input	20	Epidemiologist I	\$1,600
Participate in CAB meetings	January-December	1 meeting quarterly x 2 hours	8	Epidemiologist I	\$640
Conduct needs assessment for strategic planning	January-June	80 hours	80	Epidemiologist I	\$6,400
Develop Behavioral Health Dashboard	January-December	40 hours	40	Epidemiologist I	\$3,200
Support/input/supervision	ongoing	1/2 hour x month	6	Program Manager	\$630

Evaluation Subtotal:	\$27,350
One-Tenth Online Subtotal:	\$21,120
Total:	\$48,470

IV. Data Collection

The Kitsap Public Health District will provide a Quarterly Report to the Kitsap County Department of Human Services by April 30, July 31, October 31, 2021 and January 31, 2022 each year funding is received under this grant detailing progress made on program outcomes during the quarter, what other funding sources have been investigated, and what the future potential for alternative funding is. In addition, outcomes identified in the Evaluation Plan for Mental Health, Chemical Dependency and Therapeutic Court Programs will be reported.

V. 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, or more than 115% 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.

This Agreement shall be effective January 1, 2021.

DATED this ____ day _____, 2021_. DATED this ____ day _____, 2021_.

CONTRACTOR
KITSAP PUBLIC HEALTH DISTRICT

**KITSAP COUNTY BOARD OF
COMMISSIONERS**

Keith Grellner, Administrator

ROBERT GELDER, Chair

EDWARD E. WOLFE, Commissioner

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

Approved as to form by the Prosecuting Attorney's Office

ATTACHMENT A: BUDGET SUMMARY/ESTIMATED EXPENDITURES

Kitsap County Human Services Department
Expenditure Plan: January 1, 2021 - December 31, 2021

Agency Name: Kitsap Public Health District
Project Name: Monitoring and Evaluation
Agreement: \$48,470 **Agreement #** KC-069-21

Contract Line item	1/1/2021 3/31/2021	4/1/2021 6/30/2021	7/1/2021 9/30/2021	10/1/2021 12/31/2021	Total Budget
Personnel	\$ 12,117.50	\$ 12,117.50	\$ 12,117.50	\$ 12,117.50	\$ 48,470.00
Manager and Staff (Program Related)	9,088.50	9,088.50	9,088.50	9,088.50	36,354.00
Fringe Benefits	3,029.00	3,029.00	3,029.00	3,029.00	12,116.00
Supplies & Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	-	-	-	-	-
Office Supplies	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Administration	\$ -	\$ -	\$ -	\$ -	\$ -
Advertising/Marketing	-	-	-	-	-
Audit/Accounting	-	-	-	-	-
Communication	-	-	-	-	-
Insurance/Bonds	-	-	-	-	-
Postage/Printing	-	-	-	-	-
Training/Travel/Transportation	-	-	-	-	-
% Indirect	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Operations & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial Service	-	-	-	-	-
Maintenance Contracts	-	-	-	-	-
Maintenance of Existing Landscaping	-	-	-	-	-
Repair of Equipment and Property	-	-	-	-	-
Utilities	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Other	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Project Budget Total	\$ 12,117.50	\$ 12,117.50	\$ 12,117.50	\$ 12,117.50	\$ 48,470.00

SAM Search Results
List of records matching your search for :

Search Term : Kitsap Public Health District*
Record Status: Active

ENTITY	KITSAP PUBLIC HEALTH DISTRICT	Status: Active
DUNS: 169167202	+4:	CAGE Code: 0UMV3 DoDAAC:
Expiration Date: 12/25/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 345 6TH ST STE 300		
City: BREMERTON	State/Province: WASHINGTON	
ZIP Code: 98337-1866	Country: UNITED STATES	



IT PERSONAL SERVICES AGREEMENT

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

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

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 1st day of 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 2021.

CONTRACTOR

CLALLAM COUNTY ADMINISTRATOR

Kitsap Public Health District

Print
name: _____

Title:

Date: _____, 2021

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

SCOPE OF WORK

Clallam County Health & Human Services utilizes Kitsap Health District Epidemiology Services for a variety of programs and services. In 2021, services shall include:

Preparation of monthly Communicable Disease Report	0.5 hours per month
Update opioid surveillance dashboard/report	3 hours per quarter
General data requests/support	varies (hours per month)

For services above, total compensation shall not exceed \$6,000.00 for contract period.

In addition, Kitsap Health District Epidemiology Services will provide support to develop and assist in implementing a monitoring and evaluation system for the Behavioral Health funded providers/services to include:

Activity	Timeline/description	Duration/Frequency	Total hours	Who	Cost
Technical assistance (TA) to grantees for M&E development and refinement	January-December: Review, prep, and revise metrics with ongoing follow-up, data management	8 hours x project	120	Epidemiologist I	\$9,600
	January – December: Evaluation Meetings, TA to projects	2 hours x meeting; 1 hour adhoc TA	45	Epidemiologist I	\$3,600
Set-up measures and manage electronic reporting platform	January – December	3 hours x project	45	Epidemiologist I	\$3,600
Ongoing management of electronic reporting web platform and the addition of new features	January-December	24 hours split CJK	8	IT	\$880
Quarterly report review and dashboard development, updates, Annual Report	January-December	Projects x 4 quarters x 2 hours each	120	Epidemiologist I	\$9,600
Participate in/present at 2 Advisory committee meetings	dates TBD	2 hours x 2 meetings	4	Epidemiologist I	\$320
Input/supervision	ongoing	1/2 hour x 12 months	6	Program Manager	\$630
				ESTIMATE TOTAL: \$28,230	

Total contract for the period January 1, 2021 – December 31, 2021 not to exceed \$34,230.00.

COMPENSATION

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

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

OR

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

<i>Name/Position</i>	<i>Hourly Rate</i>
Program Manager	\$105.00
Epidemiologist I	\$80.00
IT (Database developer)	\$110.00

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

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

In no event shall Contractor be compensated in excess of Thirty four thousand two hundred thirty DOLLARS (\$34,230) for the completed work set forth in Attachment "A".

2. AND

☐ **a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers, and the like.

OR

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

OR

☒ **c.** Other (specify): Reimbursement for mileage at current Clallam County rate.

GENERAL CONDITIONS

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

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

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

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

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

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

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

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

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

- (a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

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

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

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

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

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
 - (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
19. Disputes:
 - (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
 - (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.
 - (c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

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

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

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

Name: Kevin LoPiccolo
Title: Director
Address: 111 E. 3rd Street
Telephone: 360-417-2523
E-mail: klopiccolo@co.clallam.wa.us
Fax: 360-452-9605

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

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

27. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
28. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
29. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
30. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
31. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
32. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
33. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
34. Survival. Without being exclusive, Paragraphs 4, 7, 13-18, 20-21 and 30-34 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
35. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS



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

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

Progress reports shall include, at a minimum, the following:

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



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

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

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

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

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

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

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

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

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

- ☐ 4. Other (specify):.

PROFESSIONAL SERVICES AGREEMENT FOR

**Between
Jefferson County
And
Kitsap Public Health District**

THIS PROFESSIONAL SERVICES AGREEMENT ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("the County"), and Kitsap Public Health District, (KPHD) ("the Contractor"), in consideration of the mutual benefits, terms, and conditions specified below.

1. Project Designation. The Contractor is retained by the County to perform the following Project: to provide quarterly and yearly service evaluations for all Mental Health and Substance Use Disorder Contractors receiving funds through the 1/10th of 1% Sales Tax Fund.
2. Scope of Services. Contractor agrees to perform the services identified on Exhibit "A" attached hereto including the provision of all labor.
3. Time for Performance. This Agreement shall commence on January 1, 2021 and continue through December 31, 2022. Work performed consistent with this Agreement during its term, put prior to the adoption of this Agreement, is hereby ratified. The Contractor shall perform all services pursuant to this Agreement as outlined on Exhibit "A". Time is of the essence in the performance of this Agreement.
4. Payment. The Contractor shall be paid by the County for completed work and for services rendered under this Agreement as follows:
 - a. Payment for the work provided by Contractor shall be made on an hourly basis at the rate of no more than \$110.00 an hour. The total amount of payment to Contractor shall not exceed \$50, 240 (\$23,740 in 2021 and \$26,500 in 2022) without express written modification of the Agreement signed by the County. The Contractor shall adhere to the budget amounts pursuant to this Agreement as outlined on Exhibit "B".
 - b. Invoices must be submitted by the 15th of the month for the previous month's expenses. Such invoices will be checked by the County, and upon approval thereof, payment will be made to the Contractor in the amount approved. Failure to submit timely invoices and reports may result in a denial of reimbursement. Invoices not submitted within 60 days may be denied.
 - c. Final payment of any balance due the Contractor of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work and submittal of reports under this Agreement and its acceptance by the County.

- d. Contractor shall provide invoices and necessary backup documentation for all services including timesheets and statements (specifying the services provided). Any indirect charges require the submittal of an indirect cost methodology and rate using 2 C.F.R. Part 255 and 2 C.F.R. Part 230.
 - e. The Contractor's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.
 - f. County reserves first right to use as match the chemical dependency mental health tax funds and the services funded by them for purposes of qualifying for additional funding and grants. County may allow Contractor to use the chemical dependency mental health tax funds as match, at the County's sole discretion. Should the County decline to use chemical dependency mental health tax funds as match for additional funding and/or grants, then the County may authorize the Contractor to use such funds for match (see ATTACHMENT A).
 - g. Where Contractor proposes to use chemical dependency mental health County tax funds for match, Contractor shall be solely responsible for compliance with all state and federal laws and regulations, including, but not limited to DSHS, CMS and MCSR funding rules, applicable to the use of MH/SA sales tax monies as match. Contractor shall document they have met this responsibility by submitting to the County Administrator, in writing, their match formula, allocation plan and any other documentation required of them pursuant to ATTACHMENT A, attached hereto and incorporated in this Agreement.
 - h. The County may withhold authorization to utilize the MH/SA sales tax monies as match. Contractor's failure to provide adequate documentation does not relieve the Contractor of their responsibility to comply with all state and federal laws and regulations related to match.
 - i. County reserves first right to use as match the chemical dependency mental health to the County Administrator, in writing, their match formula, allocation plan and any other documentation required of them pursuant to ATTACHMENT A, attached hereto and incorporated in this Agreement.
5. Ownership and Use of Documents. All non-confidential or de-identified documents, drawings, specifications, and other materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the County whether the project for which they are made is executed or not. The Contractor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Contractor's endeavors. Contractor shall not be held liable for reuse of documents or modifications thereof, including electronic data, by County or its representatives for any purpose other than the intent of this Agreement.

6. Compliance with laws. Contractor shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.
7. Audit. An audit will be submitted to the County upon request. Upon request, Contractor will submit the most recent financial audit within 30 days.
 - a. Upon request the County shall have the option of performing an onsite review of all records, statements, and documentation.
 - b. If the County finds indications of potential non-compliance during the monitoring process, the County shall notify Contractor within ten (10) days. County and Contractor shall meet to discuss areas of contention in an attempt to resolve issues.
 - c. Audit will provide statements consistent with the guidelines of Reporting for Other Non-Profit Organizations AICPA SOP 78-10, and 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 2 C.F.R. Part 200, as applicable.
8. Indemnification. Contractor shall indemnify and hold harmless the County, its officers, and employees, from and against all claims, losses or liability, or any portion thereof, including reasonable attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Contractor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Contractor. Contractor shall be liable only to the extent of Contractor's proportional negligence. The Contractor specifically assumes potential liability for actions brought against the County by Contractor's employees, including all other persons engaged in the performance of any work or service required of the Contractor under this Agreement and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, Title 51 R.C.W. The Contractor recognizes that this waiver was specifically entered into pursuant to provisions of R.C.W. 4.24.115 and was subject of mutual negotiation.
9. Insurance. Prior to commencing work, the Contractor shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of the Agreement.
 - a. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with the Contractor's performance of this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (3) Non-owned automobiles.

- b. Commercial General Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
 - i. Broad Form Property Damage, with no employee exclusion;
 - ii. Personal Injury Liability, including extended bodily injury;
 - iii. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;
 - iv. Premises – Operations Liability (M&C);
 - v. Independent Contractors and subcontractors;
 - vi. Blanket Contractual Liability.
- c. Professional Liability Insurance. The Contractor shall maintain professional liability insurance against legal liability arising out of activity related to the performance of this Agreement, on a form acceptable to Jefferson County Risk Management in the amounts of not less than \$1,000,000 Each Claim and \$2,000,000 Aggregate. The professional liability insurance policy should be on an “occurrence” form. If the professional liability policy is “claims made,” then an extended reporting periods coverage (tail coverage) shall be purchased for three (3) years after the end of this Agreement, at the Contractor’s sole expense. The Contractor agrees the Contractor’s insurance obligation to provide professional liability insurance shall survive the completion or termination of this Agreement for a minimum period of three (3) years.
- d. The County shall be named as an “additional named insured” under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer.
- e. Such insurance coverage shall be evidenced by one of the following methods: (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
- f. The Contractor shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of coverage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Public Health 615 Sheridan Street, Port Townsend, WA 98368, and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County is an “additional insured” to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Contractor to obtain the full text of that endorsement and

forward that full text to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

- g. Failure of the Contractor to take out or maintain any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.
- h. The Contractor's insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies, with the exception of Professional Liability Insurance, so affected shall protect both parties and be primary coverage for all losses covered by the above described insurance.
- i. Insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy.
- j. All deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Contractor.
- k. Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- l. Insurance companies issuing the Contractor's insurance policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of insurance policy.
- m. Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Contractor until the Contractor shall furnish additional security covering such judgment as may be determined by the County.
- n. Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Contractor must provide in order to comply with this Agreement.
- o. The County may, upon the Contractor's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.

- p. The Contractor's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.
- q. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.
- r. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- s. The Contractor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all the requirements stated herein.
- t. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- u. The Contractor shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the Jefferson County Public Health Contracts Manager by registered mail, return receipt requested.
- v. The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- w. The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

10. Worker's Compensation (Industrial Insurance).

- a. If and only if the Contractor employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Contractor, the Contractor shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Public Health, upon request.
- b. Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws.
- c. This coverage shall extend to any subcontractor that does not have their own worker's compensation and employer's liability insurance.
- d. The Contractor expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.
- e. If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Contractor.

11. Independent Contractor. The Contractor and the County agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. The Contractor specifically has the right to direct and control Contractor's own activities, and the activities of its subcontractors, employees, agents, and representatives, in providing the agreed services in accordance with the specifications set out in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Contractor, or any employee of Contractor.

12. Subcontracting Requirements.

- a. The Contractor is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subcontractor to perform is no defense to a breach of this Agreement. The Contractor assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor.

- b. Every subcontractor must agree in writing to follow every term of this Agreement. The Contractor must provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The Public Health Director or their designee must approve any proposed subcontractors in writing.
 - c. Any dispute arising between the Contractor and any subcontractors or between subcontractors must be resolved without involvement of any kind on the part of the County and without detrimental impact on the Contractor's performance required by this Agreement.
13. Covenant Against Contingent Fees. The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
14. Discrimination Prohibited. The Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, sexual orientation, material status, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
15. No Assignment. The Contractor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.
16. Non-Waiver. Waiver by the County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
17. Termination.
- a. The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Contractor.
 - b. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor hereby agree to complete the work under the terms of this Agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Contractor and the County, if the County so chooses.

- c. The County reserves the right to terminate this contract in whole or in part, with 10 days' notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, the County shall be liable for only payment for services rendered prior to the effective date of termination.

18. Notices. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time.

Notices to the County shall be sent to the following address:

Jefferson County Public Health Department
615 Sheridan Street
Port Townsend, WA 98368
ATT: Anna Mc Enery-DD/BH County Coordinator

Notices to Contractor shall be sent to the following address:

Kitsap Public Health District
345 6th Street, Suite 300
Bremerton, WA 98337-1866
ATT: Siri Kushner, Assistant Director of Community Health

19. Integrated Agreement. This Agreement together with attachments or addenda represents the entire and integrated Agreement between the County and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by the County within the scope of this Agreement. The Contractor ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting material submitted by the Contractor, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.
20. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Contractor.
21. Disputes. The Parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to the County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Contractor hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.

22. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.
23. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
24. No Oral Waiver. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
25. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
27. No Assignment. The Contractor shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.
28. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
29. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.
30. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
31. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
32. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended, the Contractor agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

33. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, as required by the Health Insurance Portability and Accountability Act (HIPAA) and any other applicable privacy laws, the Contractor agrees to keep such information confidential. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of personal information, with the prior written consent of the person to whom the personal information pertains. The Contractor shall maintain the confidentiality of all personal information and other information gained by reason of this Agreement, and shall return or certify the destruction of such information if requested in writing by Jefferson County. This Agreement, once executed, will be a “public record” subject to production to a third party if same is requested pursuant to the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended.
34. Criminal History/Background Check. Each of the Contractor’s employees, the employees of any of the Contractor’s approved subcontractor, or volunteers used by the Contractor shall submit to a Washington State Patrol fingerprint identity and criminal history check before they are authorized to perform services for the Project. The County agrees to bear all reasonable costs incurred in the performance of this fingerprint identity and criminal history check. Contractors who may or will have regular access or limited access to any juveniles shall also:
- a. Require that each of the Contractor’s employees, the employees of any of the Contractor’s approved subcontractor, or volunteers used by the Contractor undergo not less often than once every three (3) years another Jefferson County approved criminal history and background check;
 - b. Ensure all employees, subcontractors, or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sexual Offense;
 - c. Sign the Contractor Requirements for Responding to Situation of Sexual Misconduct Form, and shall submit to Jefferson County with signed Agreement.

DATED this _____ day of _____, 20_____.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

SIGNATURE PAGE

KITSAP PUBLIC HEALTH DISTRICT

Keith Grellner, Administrator

(Signature)

Date

JEFFERSON COUNTY

BOARD OF COMMISSIONERS

Greg Brotherton, Chair

David Sullivan, Member

Kate Dean, Member

APPROVED AS TO FORM ONLY:

Philip C. Hunsucker
Chief Civil Deputy Prosecuting Attorney

EXHIBIT A

SCOPE OF WORK

Kitsap Public Health District

The County will prioritize the following work for the Contractor. The Contractor and County will mutually agree upon the scope, data periods, number of meetings and format of deliverables for each work item below.

Contractor will:

- Collaborate with Vendors to develop and refine evaluation plans for quarterly and annual reports.
- Manage evaluation tracking data systems (One Tenth Website) for Vendors who access 1/10th of 1% funding.
- Prepare and present data reports for the Behavioral Health Advisory Committee (use to be called the Mental Health/Substance Abuse Advisory Committee)
- Develop and maintain an online data dashboard for Vendors to share program metrics with the County and for internal use.

EXHIBIT B

BUDGET

**Jefferson County
1/10th of 1%
Monitoring and
Evaluation
Scope of Work
Budget 2021**

KPHD Staff 2021 hourly rate estimate:

Epidemiologist I
(evaluator)

\$80

Program Manager
(supervisor)

\$105

IT (database developer)

\$110

Activity	Timeline/description	Duration/Frequency	Total hours	Who	2020 Cost
Technical assistance (TA) to projects for M&E development and refinement	January-December: Review, prep, and revise metrics with ongoing follow-up, data management	8 hours x project	96	Epidemiologist I	\$7,680
	January-December: Evaluation Meetings, TA to projects	2 hours x meeting; estimate 12 meetings, 1 hour adhoc TA	36	Epidemiologist I	\$2,880
Quarterly report review, Annual Report, and dashboard development/updates	January-December	12 projects x 4 quarters x 1 hours each	96	Epidemiologist I	\$7,680
Set-up measures and manage electronic reporting platform	January-December	3 hours x project	36	Epidemiologist I	\$2,880
Ongoing management of electronic reporting web platform and the addition of new features	January-December	24 hours split CJK	8	IT	\$880
Semi-Annual contractor meetings	January-December	2 meetings x 2 hours	4	Epidemiologist I	\$320
Participate in MHSA meetings	January-December	1 meeting annually x 2 hours	2	Epidemiologist I	\$160
Support/input/supervision	ongoing	1 hour x month	12	Program Manager	\$1,260
			Evaluation Subtotal:	\$12,300	
			One-Tenth Online Subtotal:	\$11,440	
			New Total Per Year:	\$23,740	

**Jefferson County 1/10th of
1% Monitoring and
Evaluation
Scope of Work 2022**

KPHD Staff 2022 hourly rate estimate:		
Epidemiologist I (evaluator)		\$85
Epidemiologist II (evaluator)		\$95
Program Manager (supervisor)		\$110
IT (database developer)		\$110

Activity	Timeline/description	Duration/Frequency	Total hours	Who	2020 Cost
Technical assistance (TA) to projects for M&E development and refinement	January-December: Review, prep, and revise metrics with ongoing follow-up, data mangement	8 hours x project	96	Epidemiologist I/II	\$8,640
	January-December: Evaluation Meetings, TA to projects	2 hours x meeting; estimate 12 meetings, 1 hour adhoc TA	36	Epidemiologist I/II	\$3,240
Quarterly report review, Annual Report, and dashboard development/updates	January-December	12 projects x 4 quarters x 1 hours each	96	Epidemiologist I/II	\$8,640
Set-up measures and manage electronic reporting platform	January-December	3 hours x project	36	Epidemiologist I/II	\$3,240
Ongoing management of electronic reporting web platform and the addition of new features	January-December	24 hours split CJK	8	IT	\$880
Semi-Annual contractor meetings	January-December	2 meetings x 2 hours	4	Epidemiologist I/II	\$360
Participate in MHSA meetings	January-December	1 meeting annually x 2 hours	2	Epidemiologist I/II	\$180
Support/input/supervision	ongoing	1 hour x month	12	Program Manager	\$1,320

Evaluation Subtotal:	\$13,740
One-Tenth Online Subtotal:	\$12,760
New Total:	\$26,500

ATTACHMENT A

JEFFERSON COUNTY MH/SA TREATMENT TAX FUNDING- MATCH POLICY

Definitions:

Match: is a requirement for the grantee to provide contributions of a specified amount or percentage to match funds provided by another grantor. Matching can be in the form of cash or in-kind contributions.

Regulations: The specific requirements for matching funds are unique to each federal or state program. The A-102 Common Rule provides criteria for acceptable costs and contributions in regard to match.

Jefferson County Policy:

In 2005, the Washington State Legislature created an option for counties to raise the local sales tax by 0.1 percent, (the 1/10th of 1% sales tax initiative) to augment state funding for mental health and chemical dependency treatment. Jefferson County collects and distributes the Mental Health/Chemical Dependency (MH/SA) tax. Services purchased by the County are allocated through a formal Request for Proposal (RFP) process, review and contracting; staffed by Jefferson County Public Health, overseen by Jefferson County Mental Health Substance Abuse Fund Advisory Committee and adopted by the Board of County Commissioners, (BOCC). BOCC does not assume any fiscal responsibility/liability for any of the Contractors they contract for services with.

Jefferson County reserves the first right to use as match the chemical dependency mental health tax funds and the services funded by them for purposes of qualifying for additional funding and grants. County may make available to the Contractor the chemical dependency mental health tax funds for the Contractor to propose as match to state, federal or other entities, at the County's sole discretion. Contractor shall not use chemical dependency mental health County tax funds for match without prior authorization by the Jefferson County Administrator and County fiscal team. To request authorization of availability of the funds for match, Contractor must apply to the County Administrator in writing, and include their match formula and allocation plan and may include other documentation to support their request. The County Administrator will authorize or deny the availability of match funds in writing within 30 days of the application.

If the County informs the Contractor of the availability of chemical dependency mental health County tax funds for match, then the Contractor shall be solely responsible for compliance with all state and federal laws and regulations, including, but not limited to DSHS, CMS and BIRR funding rules, applicable to the use of MH/SA sales tax monies as match. Following state, federal and local guidelines for match is the responsibility of the Contractor.

For example, if a Contractor provides Title XIX Medicaid services (the Policy 19.50.02 or 42CFR 430.30) they are required by those rules to actually bill Medicaid for the services at the same time. If no Medicaid billing exists, the match would not comply with state and federal guidelines for match.

Concurrent with its request for authorization of the availability of match, Contractor shall document it has met its responsibility to follow state, federal and local guidelines for match by submitting in writing to the County Administrator their match formula, allocation plan, and other documentation made mandatory pursuant to this Agreement and this Attachment A. At a minimum, the Contractor shall also provide the following to the County Administrator:

1. DSHS requires contractors to complete and submit a “Local Match Certification” form (DSHS 06-155) or a form that has equivalent data elements prior to any agreement for DSHS services. Submit a copy of this application and form when requesting match availability from the County and at each monthly billing.
2. Submit the current administrative policy within WA State regulating your services and the use of local match.
3. Submit to the County your last financial audit showing your use of match, County funds and tracking systems.
4. Submit to the County the terms of the agreement showing the MH/SA allocation is an allowable source of match.
5. Provide documentation that your financial reporting system tracks matching funds at a level that meets the level of documentation required by federal or state statutes.

The County may reject permission for Contractor to utilize the MH/SA sales tax monies as match.

Kitsap Public Health District Assessment and Epidemiology Program
Jefferson County 1/10th of 1% Monitoring and Evaluation
Scope of Work 2021

Activity	Timeline/description
Technical assistance (TA) to projects for M&E development and refinement	January-December: Review, prep, and revise metrics with ongoing follow-up, data mangement
	January-December: Evaluation Meetings, TA to projects
Quarterly report review, Annual Report, and dashboard development/updates	January-December
Set-up measures and manage electronic reporting platform	January-December
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Semi-Annual contractor meetings	January-December
Participate in MHSA meetings	January-December
Support/input/supervision	ongoing

KPHD Staff 2021 hourly rate estimate:	
Epidemiologist I (evaluator)	\$80
Program Manager (supervisor)	\$105
IT (database developer)	\$110

Duration/Frequency	Total hours	Who	2020 Cost
8 hours x project	96	Epidemiologist I	\$7,680
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One-Tenth Online Subtotal:	\$11,440
New Total:	\$23,740

Kitsap Public Health District Assessment and Epidemiology Program
Jefferson County 1/10th of 1% Monitoring and Evaluation
Scope of Work 2022

Activity	Timeline/description
Technical assistance (TA) to projects for M&E development and refinement	January-December: Review, prep, and revise metrics with ongoing follow-up, data mangement
	January-December: Evaluation Meetings, TA to projects
Quarterly report review, Annual Report, and dashboard development/updates	January-December
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KPHD Staff 2022 hourly rate estimate:	
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Evaluation Subtotal:	\$13,740
One-Tenth Online Subtotal:	\$12,760
New Total:	\$26,500

**CONTRACT NO. KC-429-20
INTERLOCAL AGREEMENT**

**BETWEEN KITSAP COUNTY AND
KITSAP PUBLIC HEALTH DISTRICT**

I. PREAMBLE

This Interlocal Agreement (AGREEMENT) is by and between Kitsap County (COUNTY), a political subdivision, whose principal offices are located at 614 Division Street, Port Orchard, Washington 98366 and Kitsap Public Health District (DISTRICT), whose principal offices are at 345 6th Street, Suite 300, Bremerton, Washington 98337.

II. RECITALS

Kitsap County Board of Commissioners enacted Chapter 12.36 of the Kitsap County Code (KCC) for the purpose of establishing a comprehensive approach to stormwater management pursuant to Chapter 36.89 RCW. Chapter 12.36 KCC, called the County's "Stormwater Management Program," authorizes the coordination of stormwater management programs and services through interlocal or other operating agreements with other departments, governmental entities or special districts in order to achieve a comprehensive approach to surface water management.

A multi-agency partnership, now called Clean Water Kitsap, operates through interlocal agreements between Kitsap County (lead by the Public Works Department and including the Department of Community Development), Kitsap Public Health District, Kitsap Conservation District, Washington State University Extension Program, and Kitsap Public Utility District. Each member has identified areas of responsibility, program elements, and budgets consistent with Chapter 12.36 KCC for the purpose of coordinating program implementation and administration.

COUNTY and DISTRICT now desire to enter into an AGREEMENT to provide funding, collected by Kitsap County through Chapter 12.40 KCC, to assist in the implementation of DISTRICT programs through Clean Water Kitsap. Mutual benefits will accrue to the parties hereto and the people that each serves in the cooperative implementation of Clean Water Kitsap. The Interlocal Cooperation Act, Chapter 39.34 RCW, further authorizes the parties hereto to enter into this AGREEMENT.

This AGREEMENT consists of the following documents:

1. Interlocal Agreement
2. Kitsap Public Health District 2021 Scope of Work and Budget

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

III. AGREEMENT

1. Purpose

The purpose of the AGREEMENT will provide a mechanism for implementation of programs within the Clean Water Kitsap (CWK) partnership.

2. Funding

Funding for services provided shall be obtained from revenues derived from service charges authorized under Chapter 12.36 KCC and assessed annually on parcels of real property in unincorporated Kitsap County. The COUNTY and the DISTRICT shall endeavor to seek and obtain, whenever possible, grants or other external funding sources to minimize the financial burden to the citizens of unincorporated Kitsap County.

3. Scope of Work

DISTRICT shall perform such duties and services as are listed on Attachment A, attached hereto and incorporated herein by reference. Said services shall be performed in accordance with the approved Scope of Work and Budget specified in Attachment A and as provided for in AGREEMENT. All services funded under this AGREEMENT shall be provided exclusively within the boundaries of unincorporated Kitsap County.

4. Kitsap County Representative

The Director of Public Works, or his/her designee, shall represent the Department of Public Works and the COUNTY in all matters pertaining to the services to be rendered under this AGREEMENT. All requirements of COUNTY pertaining to the services and materials to be rendered under this AGREEMENT shall be coordinated through said County representative. Pursuant to RCW 39.34.030(4)(a) the representative shall act as an administrator.

5. Kitsap Public Health District Representative

The Director of Environmental Health for DISTRICT, or his/her designee, shall represent the DISTRICT in all matters pertaining to the services and materials to be rendered under this AGREEMENT. All requirements of DISTRICT pertaining to the services or materials to be rendered under this AGREEMENT shall be coordinated through said District representative. Pursuant to RCW 39.34.030(4)(a) the representative shall act as an administrator.

6. Program Reporting

DISTRICT shall produce a mid-year progress update and a year-end report summarizing the work performed and evaluating the performance and results of the work performed pertaining to this AGREEMENT.

Progress update shall include, but not be limited to, the following information:

- a. An update of the work performed during the period and progress made to date, including performance indicators that reflect effectiveness of the program elements as set forth in ATTACHMENT A – Scope of Work and Budget.
- b. Status of the project schedule.
- c. Description of any adverse conditions that have affected the program objectives and/or time schedules, and actions taken to resolve these issues.

Progress update and report shall be submitted as follows:

- Semi-annual update report (January 1 to June 30) due July 31, 2021
- Annual Year-end report (January 1 to December 31) due January 31, 2022

The Year End Report shall contain a summary of major accomplishments realized during the year. The report will be written in such a manner so as to allow a summary paragraph to be excerpted from the report and incorporated into the CWK Annual Executive Summary Report. DISTRICT shall also be responsible for submitting additional information to be included in the Annual Executive Summary Report. This information shall include, but not be limited to, photographs, slides, and any other graphics that would enhance the content and/or appearance of the Annual Executive Summary Report.

7. Performance Analysis

COUNTY Representative shall complete a semi-annual performance analysis evaluating the services provided under the AGREEMENT for effectiveness and compliance with the program elements set forth in Chapter 12.36 KCC and shall report to the CWK partnership.

8. CWK Partnership Committee

DISTRICT shall participate on the existing CWK Partnership Committee.

DISTRICT representative shall represent the DISTRICT on the CWK Partnership Committee. The Director of Public Works and the Stormwater Management Program Manager shall represent the COUNTY on the CWK Partnership Committee. A representative from the Kitsap County Department of Community Development shall represent that agency on the CWK Partnership Committee. A representative of the Washington State University Extension Program shall represent that agency on the CWK Partnership Committee. A representative of the Kitsap Conservation District shall represent that agency on the CWK Partnership Committee. A representative of the Kitsap Public Utility District shall represent that agency on the CWK Partnership Committee.

The CWK Partnership Committee shall hold quarterly meetings which shall focus on the following:

- a. Evaluating program performance to ensure that the program funding is used in the most effective manner.
- b. Ensuring that the CWK programs address water quality issues of most concern to the public.
- c. Providing a means to coordinate water quality programs among agencies to capitalize on each other's efforts and avoid duplication of activities.
- d. Providing a direct and effective means of communication among CWK agencies.
- e. Making recommendations for program revisions to the Director of Public Works and the Kitsap County Board of Commissioners.

9. Reimbursement

COUNTY shall reimburse DISTRICT only for actual incurred costs upon presentation of a properly executed invoice in a form approved by COUNTY. Costs shall be charged, and funds reimbursed based upon appropriate program elements and cost categories as defined in Attachment A. The sum of DISTRICT'S reimbursement requests during the duration of this Agreement shall not exceed **\$1,230,000.00** the budget for all program elements combined as identified in Attachment A.

The Kitsap County Board of Commissioners must approve any payment request by DISTRICT exceeding this maximum reimbursement amount in advance of the payment. DISTRICT may exceed line item amounts within individual program element budgets but shall not exceed the total budget for each individual program element without the approval of the Director of Public Works.

Reimbursement requests shall not be made more frequently than once a month. COUNTY reserves the right to withhold payments pending timely delivery of progress reports or documents as may be required under this AGREEMENT. COUNTY shall reimburse DISTRICT within 30 days of receipt of a properly executed District invoice.

10. Documentation of Costs and Maintenance of Records

DISTRICT shall maintain all books, documents, receipts, invoices and records including payroll records necessary to sufficiently and properly reflect the expenditure of COUNTY funds. The accounting records must provide for a separate recording and reporting of all CWK program receipts and expenditures.

Financial records pertaining to matters authorized by this AGREEMENT are subject to inspection and audit by representatives of COUNTY or the State Auditor upon request. Financial records shall be preserved and made available to COUNTY and its agents for a period of six (6) years after the end of this AGREEMENT or, in the event of an audit, records shall be kept until the audit is completely resolved.

11. Property

Title to property purchased by DISTRICT, the cost of which DISTRICT has been reimbursed as a direct item of cost under this AGREEMENT, shall pass to and vest to DISTRICT. Property purchased with funds delivered pursuant to this AGREEMENT may be used only for the performance of this AGREEMENT and shall be purchased in accordance with applicable state law and COUNTY purchasing policies.

12. Assignment

DISTRICT shall not assign or subcontract any portion of the services provided within the terms of this AGREEMENT without obtaining prior written approval of COUNTY. All terms and conditions of the AGREEMENT shall apply to any approved subcontract or assignment related to this AGREEMENT.

13. Nondiscrimination

DISTRICT and COUNTY agree to comply with all applicable local, state, and/or federal laws and ordinances, and agree that they shall not discriminate in their employment practices or delivery of services or other activities on the grounds of race, color, religion, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any sensory, mental or physical handicap. DISTRICT and KITSAP COUNTY shall ensure that any subcontractor shall fully comply with this paragraph.

14. Compliance with Laws

DISTRICT shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the performance of this AGREEMENT. DISTRICT agrees to comply with all the provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such act.

15. Indemnity

It is understood and agreed that this AGREEMENT is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, and those of its officers, agents, and employees to the fullest extent required by law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of both the COUNTY and DISTRICT, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

This indemnification clause shall also apply to any and all causes of action arising out of the performance of work activities under this AGREEMENT. Each contract for services or activities utilizing funds provided in whole or in part by this AGREEMENT shall include a

provision that KITSAP COUNTY is not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the contracts.

For the purposes of this indemnification, the parties specifically and expressly waive any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. The provision of this section shall survive the expiration or termination of the Agreement.

16. Insurance

The DISTRICT certifies that it is part of a liability insurance pool or maintains appropriate liability insurance policies and agrees to pay for all losses for which DISTRICT is found liable.

Insurance carried by the DISTRICT shall be primary insurance with respect to any insurance or self-insurance programs maintained by the COUNTY and shall not contribute with it.

The policy shall provide, and the certificate shall reflect the insurance afforded applies separately to each insured against which a claim is made, or a suit is brought except with respect to the limits of the insurer's liability.

Upon request of the County, the DISTRICT shall furnish proof of liability insurance including policy limits.

The DISTRICT agrees to comply with all State requirements related to Workers Compensation Insurance.

17. Amendments to Agreement

The parties hereby further agree that this AGREEMENT cannot be amended or modified without the written concurrence of both parties.

18. Modification for Funding Reasons

COUNTY may negotiate modification of the AGREEMENT at any time if funding is reduced or limited in any way after the effective date of this agreement.

19. Termination

Either party to this AGREEMENT may elect to terminate this AGREEMENT for any reason by delivering a thirty (30) day written notice of intent to terminate to the other party. In the event of such termination, DISTRICT shall be compensated for the actual costs incurred prior to the time of notification of contract termination. DISTRICT shall also refund to COUNTY any balance of the unexpended 1995 initial payment of \$30,000.00, as identified in Kitsap County Contract 245-1995, within thirty (30) days of the closeout of the program.

20. Duration of Agreement

This Agreement is in effect from the January 1, 2021 through December 31, 2021.

21. Filing

This AGREEMENT shall be filed with the County Auditor following execution by all parties.

Dated this ____ day of _____, 20__ Dated this ____ day of _____, 20__

KITSAP PUBLIC HEALTH DISTRICT

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

KEITH GRELLNER, ADMINISTRATOR

CHARLOTTE GARRIDO, CHAIR

ROBERT GELDER, COMMISSIONER

EDWARD E. WOLFE, COMMISSIONER

ATTEST:

DANA DANIELS, CLERK OF THE BOARD

***Approved as to form by the Kitsap
County Prosecuting Attorney's Office***

ATTACHMENT A SCOPE OF WORK AND BUDGET

KITSAK PUBLIC HEALTH DISTRICT 2021 SCOPE OF WORK			TOTAL BUDGET: \$1,230,000	
POLLUTION IDENTIFICATION AND CORRECTION PROGRAM			Budget: \$990,000	
Goal 1: PROTECT PUBLIC HEALTH AND THE ENVIRONMENT FROM FECAL POLLUTION OF SURFACE WATERS				
Tasks	Activities	Target	Performance Criteria	
Identify and correct FC and/or EC pollution sources in high priority surface waters	Develop and implement the 2022 PIC priority workplan Conduct PIC surveys according to current PIC Protocols through DPR response, priority work areas, and Property Conveyance followups.	11/30/2021	Priority workplan memo delivered to KCPW	
		300	Number of PIC property inspections	
		NA	% of properties with identified fecal pollution sources found during inspections	
		NA	% of identified fecal pollution sources found that have been corrected	
	Send summary of Post Card survey to KCPW for previous calendar year	1/31/2022	Survey delivered to KCPW	
	Complete shoreline survey work in accordance with the Shoreline Monitoring Plan.	Hood Canal 4 & 5, Liberty Bay	Shoreline surveys completed	
	Identify bacterial hotspots for shoreline discharges	NA	Number of new hotspots confirmed this year	
	Investigate all newly identified shoreline "hot spots" within 12 months in accordance with Health District protocols	100%	% of new hotspots investigated within 12 months	
	Respond to public sewage complaints within 5 days of receipt. Track and manage sewage complaints, and identify and correct failing OSS.	NA	Number of complaints	
		100%	Percent of complaints responded to within 5 days	
		NA	Number of failures found during complaint inspection	
	Respond to selected DPRs within 7 days of assignment. Track and manage DPR response, and identify and correct failing OSS.	NA	Number of reports responded to with field inspections	
		100%	Percent of reports responded to within 7 days	
		NA	Number of failures found	
	Respond to public agricultural complaints within 5 days of receipt. Track and manage agricultural complaints. Identify and correct agricultural sources.	NA	Number of complaints	
		100%	Percent of complaints responded to within 5 days	
		NA	Number of sources found	
		NA	Number of sources corrected	
	Coordinate with the Kitsap Conservation District on correcting FC pollution caused by livestock waste, pursuant to existing interlocal agreement.	NA	Number of referrals to KCD for technical assistance	
	Coordinate with Kitsap County Public Works on the correction of FC sources discharging to (or from) the county's stormwater system. Conduct work in compliance with "KPHD/KCPW stormwater illicit Detection and Elimination (IDDE) Protocol".	NA	Report # of referrals	
	Respond to public water quality complaints within 5 days of receipt. Track and manage water quality complaints. Identify and correct pollution sources.	NA	Number of complaints	
		100%	Percent of complaints responded to within 5 days	
		NA	Number of sources found	
		NA	Number of sources corrected	
	Issue advisories for lake algae blooms	NA	Number of algae bloom advisories	
	Track and respond to reports of waterborne illness in cooperation with the Health District's Communicable Disease Clinic and the Washington State Department of Health.	NA	Number of water borne illnesses reported and investigated implicating lake swimming beaches	
	Participate in Ecology's Regional Loan Program	NA	Inform all owners of septic failures that Craft3 loans are available	
	Respond to sewage spills in unincorporated Kitsap County pursuant to Health District's "Sewage Spill Reporting and Response Procedures". Report spills into or from the public storm drainage system to Kitsap 1. Post signage and issue health advisories to protect public health.	NA	Number of sewage spill advisories	

Budget: \$240,000

MONITORING PROGRAM

Goal 2: MONITOR AND ASSESS POLLUTION OF KITSAP COUNTY WATERS

Tasks	Activities	Target	Performance Criteria
Determine fecal pollution levels (improvement and declines) in Kitsap County streams.	Collect water quality samples monthly to monitor for fecal coliform and/or E Coli bacterial contamination in streams. Publish Annual Water Quality Monitoring Report	100% 12/31/2021	% of planned events completed
Test best available laboratory and field techniques to determine the presence of human contribution to confirmed "hot spots", prioritize for investigation.	Complete testing and demonstration of laboratory and field techniques that determine human contribution to county stormwater systems, shoreline "hot spots" and 4A and 4B streams. Examples include chemicals of emerging concern, bacteroides, microbial source tracking, etc.	NA	Report number and types of sampling
Conduct ongoing monitoring of Kitsap County lake public access areas and swimming beaches for water quality according to the program plan.	Issue advisories for elevated bacteria or other water quality concerns	NA	Number of advisories
Respond to requests for water quality data from the public	Provide stream, lake, and shoreline data to the public and other agencies upon request.	NA	Number of data requests

Goal 3: PROTECT THE PUBLIC FROM ILLNESSES RELATED TO SHELLFISH AND BIOTOXINS

Tasks	Activities	Target	Performance Criteria
Protect public health in Kitsap County by providing oversight, environmental monitoring, public information, and emergency investigative response for public areas known to be frequented by recreational shellfish harvesters.	Monitor shellfish for marine biotoxin at sentinel sites throughout Kitsap County. Issue harvest advisories as appropriate. Post signs, update web page, and update 1-800-286-WELL Hotline.	100% NA	% of planned events completed Number of shellfish biotoxin health advisories

GOAL 4: ADDRESS OR ASSIST WITH FEDERAL, STATE AND COUNTY WATER QUALITY MANDATES AS REQUIRED

Tasks	Activities	Target	Performance Criteria
Assist Kitsap County with compliance with Federal Clean Water Act Section 303(d) and associated Total Maximum Daily Load Studies.	Provide data and comment to the State Department of Ecology to evaluate classification of Kitsap County water bodies for the state's ongoing water quality assessments. Participate in Interagency Water Quality Team as needed in coordination with KCPW staff	12/31/2021 As needed	Submit WQ data to Ecology Number of meetings attended
Assist Kitsap County with response to Washington State Department of Health commercial shellfish harvest classification changes.	Provide data and comment to the WA State Department of Health for use in shellfish area classification.	As needed	Respond to data requests from DOH Shellfish
Coordinate with Washington State Department of Health on shellfish growing area reclassification.	Find and correct bacterial pollution sources affecting shellfish growing areas. Update and implement the Shellfish Growing Area Closure Response Plan for the Chico Bay Growing area	NA NA 12/31/2021 12/31/2021	Respond to shellfish growing area reclassification downgrades to threatened or prohibited Number of responses to DOH parcel closure inquiries Update the Chico Bay Closure Response Plan to include the new prohibited area. Provide technical memo on status of implementing Chico Bay Closure Response Plan

Goal 5: INFORM AND EDUCATE THE PUBLIC ABOUT SURFACE WATER QUALITY AND POLLUTION

Tasks	Activities	Target	Performance Criteria
Prevent failing onsite sewage systems by promoting and providing education on the use of OSS to homeowners, community groups, the OSS industry, realtors, developers, builders, lenders, etc.	Assist with production of virtual homeowner education workshops in cooperation with CVMK Partners. Issue septic pumping vouchers as incentive for inspection of septic and provide education to property owners	NA 50	Number of workshops completed Number of vouchers (maximum 50)

Inform and educate the public about health and safety issues at lake swimming beaches.	Evaluate the effectiveness of the septic pumping voucher program	1/30/2022	Provide technical memo evaluating the effectiveness of the voucher program		
Inform and educate the public about health and safety issues for polluted streams.	Engage with the public on swimming health and safety at lakes during sampling events	NA	Report educational contacts at lakes during sampling events		
	Assess summer season stream bacteria data to determine if posting of warning signs is necessary, as per policy. Post warning signs as appropriate.	5/1/2021	Report number of streams posted with advisory		

AGREEMENT KC-474-20

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 \$20,220 for the purpose of augmenting state and federal funding of evidence-based substance abuse prevention programs and services for the time period of January 1, 2021 – June 30, 2021.

II. Project Description

This contract with Kitsap Public Health District provides \$20,220 of Washington State Health Care Authority (HCA) Dedicated Marijuana Account funds for the time period of January 1, 2021 – June 30, 2021.

Delivery of the evidence-based Nurse Family Partnership (NFP) to seven (7) 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 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. This contract will deliver an evidenced-based nurse home visiting program (Nurse Family Partnership) to seven (7) first time, 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 seven (7) 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 seven (7) 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 seven (7) mothers and infants will be maintained through June 30, 2021.

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

Objective #2: By June 30, 2021, KPHD will maintain required high fidelity to NFP model, as required by the National Service Office.

Compliance:

In the event the Contractor is unable to fulfill the duties specified in the Statement of Work, due to safety concerns during the Covid-19 pandemic, the Contractor is released from this agreement and is not eligible for reimbursement of services.

VI. Data Collection

- 1) Participant information sheet and Pre-test-Parent Index Survey 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- Parent Index Survey with Mother's name on them to the County by July 6, 2021.

VII. Billing and Payment

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

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. Duration

This agreement is in effect from January 1, 2021 – June 30, 2021.

IX. Amendments

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

X. 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 January 1, 2021.

DATED this ____ day _____, 2021. DATED this ____ day _____, 2021.

KITSAP PUBLIC HEALTH DISTRICT

**KITSAP COUNTY BOARD OF
COMMISSIONERS**

Keith Grellner
Administrator

CHARLOTTE GARRIDO, Chair

ROBERT GELDER, Commissioner

EDWARD E. WOLFE, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

Approved as to form by the Prosecuting Attorney's Office

ATTACHMENT A: SPECIAL TERMS AND CONDITIONS**Substance Abuse Prevention - 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.
- 1.9 **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 expenses are unallowable with contract funds.

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.oip.usdoj.gov/ocr/.)

4.7 **HIPAA Compliance**

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

1. 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 HI PAA 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) (HITECHAct).
- 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 45CFR 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.
- 2. 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.
- 3. 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.

4. 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 HIPM and the HIPM 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).

5. **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).
6. **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).
7. **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.
8. **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).

- d. 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 date notifications were sent.
- e. 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.

9. **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.

4.8 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 HCA 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 HCA Confidential Information electronically, including via email, the Data will be protected by:
 - a. Transporting the Data within the (State Governmental Network) SGN or OPSI'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.** 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 HCA 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 HCA 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 HCA 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 HCA 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 HCA staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify HCA staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of 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, HCA Data shall not be stored by 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.
 - (d) Physically Secure the portable device(s) and/or media by 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 HCA 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) HCA data may be stored on portable media as part of 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 HCA 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) HCA Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of 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 HCA 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. HCA Data must be segregated or otherwise distinguishable from non-HCA data. This is to ensure that when no longer

needed by Contractor, all HCA Data can be identified for return or destruction. It also aids in determining whether HCA 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. HCA Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-HCA data. And/or,
 - c. HCA Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to HCA Data. And/or,
 - d. HCA Data will be stored in a database which will contain no non-HCA data. And/or,
 - e. HCA Data will be stored within a database and will be distinguishable from non-HCA data by the value of a specific field or fields within database records.
 - f. When stored as physical paper documents, HCA Data will be physically segregated from non-HCA data in a drawer, folder, or other container.
 - g. When it is not feasible or practical to segregate HCA Data from non-HCA data, then both the HCA Data and the non-HCA 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 HCA 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 HCA shared Data must be reported to the HCA Contact designated in the Contract within one (1) business day of discovery. If no HCA Contact is designated in the Contract, then the notification must be reported to the HCA Privacy Officer at HCAprivacyofficer@HCA.wa.gov. Contactor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or HCA.
7. **Data shared with Subcontractors.** If HCA 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 Contactor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the HCA Contact specified for this contract for review and approval.

ATTACHMENT B: BUDGET SUMMARY

Kitsap Public Health District KC-474-20 1/1/2021 – 6/30/2021					
Expenditure Cost	Fund Source	Time Period	Previous Budget	Changes this Contract	Current Budget
Nurse-Family Partnership Program Staff hours	WA State Dedicated Marijuana Funds	1/1/21-6/30/21	0		20,220.00
Total			0.00	0.00	\$20,220.00

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)☐ American Indian
Alaskan Native☐ Asian – Japanese☐ Native Hawaiian/Other Pacific
Islander – Guamanian or
Chamorro☐ Asian – Asian Indian☐ Asian – Korean☐ Asian – Vietnamese☐ White☐ Asian – Chinese☐ Asian – Other☐ Two or more races☐ Asian – Filipino☐ Black☐ Other race

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

BINDER

(Summary of Coverage)

MEMBER:

Kitsap Public Health District
345 6th St, Suite 300
Bremerton, Washington 98337

MEMORANDUM #

2020-00-012

EFFECTIVE:

9/1/2019 through 8/31/2020

This is to certify that the Memorandum of Coverage has been issued to the Member named above for the period indicated.

COVERAGE:	COVERAGE TYPE	LIMIT	DEDUCTIBLE
GENERAL LIABILITY <i>General Liability; Professional Liability; Personal Liability</i>	Each occurrence	\$20,000,000	\$10,000
AUTO LIABILITY <i>Hired and Non-Owned; Temporary Substitute</i>	Each occurrence	\$20,000,000	\$10,000
PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY	Each Wrongful Act Member Aggregate	\$20,000,000 \$20,000,000	\$10,000
TERRORISM LIABILITY	Each Occurrence Aggregate	\$500,000 \$1,000,000	\$10,000
EMPLOYMENT PRACTICES LIABILITY	Aggregate Per member	\$20,000,000	20% Co Pay*
CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY	Per Occurrence Member Aggregate	\$250,000 N/A	\$1,000
NAMED POSITION COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY	Per Occurrence Member Aggregate	N/A N/A	N/A
PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY <i>Property; Mobile Equipment; Boiler & Machinery</i>	Replacement Cost	Per Schedule with Enduris	Per Schedule with Enduris
CYBER COVERAGE	Each Occurrence Member Aggregate	\$2,000,000	20% Co Pay*
AUTOMOBILE PHYSICAL DAMAGE	Per Schedule with Enduris	N/A	\$250
IDENTITY FRAUD EXPENSE REIMBURSEMENT	Per Occurrence Member Aggregate	\$25,000 \$25,000	\$1,000

**CoPay may be waived as per Memorandum of Coverage*



Kitsap Public Health District

KC-474-20

1610 S. Technology Blvd. Ste 100 - Spokane Washington - 99224 Tel: (509) 838-0910 - Toll Free (800) 462-8418 - Fax (509) 747-3875

Rafael Ortiz
Authorized Representative
Chief Operating Officer

SAM Search Results
List of records matching your search for :**Search Term : KITSAP PUBLIC HEALTH DISTRICT***
Record Status: Active

ENTITY	KITSAP PUBLIC HEALTH DISTRICT	Status: Active
DUNS: 169167202	+4:	CAGE Code: 0UMV3 DoDAAC:
Expiration Date: 12/25/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 345 6TH ST STE 300		
City: BREMERTON	State/Province: WASHINGTON	
ZIP Code: 98337-1866	Country: UNITED STATES	

PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
AND
OLYMPIC COMMUNITY OF HEALTH

This Professional Services Agreement (“Agreement”) is made and entered into between Olympic Community of Health, hereinafter referred to as OCH, and the Kitsap Public Health District, a Health District organized pursuant to chapter 70.46 Revised Code of Washington and Chapter 9.52 Kitsap County Code, hereinafter referred to as “Contractor.” The parties mutually agree as follows:

- I. **Period of Performance:** The period of performance of this Agreement shall begin January 1, 2021 and shall be completed no later than December 31, 2021, unless terminated sooner or extended as provided for herein.
- II. **Services:** OCH requires Contractor to provide expert research and analytical support to OCH’s efforts. Scope of Work is hereto attached and hereinafter incorporated as **ATTACHMENT A**.
- III. **Qualifications/Eligibility:** Contractor will have the qualifications necessary to successfully complete the objectives of this Agreement. Contractor hereby affirms that they are eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA).
- IV. **Assignment, Delegation and Subcontracting:** Contractor will perform under the Agreement using only its bona fide employees or agents, and the obligations and duties of Contractor under the Agreement will not be assigned, delegated or subcontracted to any other person or firm.
- V. **Compensation:** OCH agrees to pay Contractor a total compensation not to exceed \$92,880.00 during the Agreement. Compensation will be based on invoices submitted by Contractor itemizing hours worked with a detailed description of services performed. Contractor will be paid only for work expressly authorized in the Agreement. Contractor will be reimbursed for travel and lodging at the federally established rate. Contractor’s indirect rate is limited to 25%. Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Agreement or after its termination unless a provision of the Agreement expressly provides otherwise.
- VI. **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 Agreement representative’s provision of the Agreement. Notice may also be given by email with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. Notices shall be sent to:

If to OCH:
Olympic Community of Health
ATTN: Celeste Schoenthaler
PO Box 641
Port Townsend, WA 98368
(360) 633-9241
celeste@olympicch.org

If to CONTRACTOR:
Kitsap Public Health District
ATTN: Keith Grellner
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2284
keith.grellner@kitsappublichealth.org

- VII. **Billings:** Billings to OCH shall be submitted no more frequently than every 30 days, and shall be sent via electronic mail to: admin@olympicch.org

Contractor agrees to comply with applicable rules and regulations associated with federal funds. Contractor must follow all Federal Cost Principles and Uniform Administrative Requirements associated with federal funds. Costs must be necessary and reasonable; allocable; authorized or not prohibited under federal, state, or local laws and regulations; and documented.

- VIII. **Independent Contractor:** Contractor and its employees or agents performing under this Agreement are not employees or agents of OCH.
- IX. **Rights in Data:** All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Agreement will be “works for hire” as defined by the U.S. Copyright Act of 1976 and will be owned by OCH. Ownership includes the right to copyright, patent, license to publish, translate, reproduce, modify, deliver, register, dispose of, and the ability to transfer these rights.

An electronic copy of all word processing documents will be submitted to OCH upon request or at the end of the job using the word processing program and version specified by OCH.

- X. **Indemnification:** The Parties to this Agreement shall defend, indemnify and hold the other party, 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 in performance of this Agreement, except for injuries and damages caused by sole negligence. Solely for the purposes of this provision, 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.
- XI. **Insurance:** Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

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

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

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

4. Professional Liability insurance appropriate to Contractor's profession. Contractor shall provide OCH with proof of liability insurance or professional errors and omissions coverage appropriate to its profession.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

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

C. 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. Contractor's insurance coverage shall be primary insurance as respect OCH. Any insurance, self-insurance, or insurance pool coverage maintained by OCH shall be excess of Contractor's insurance and shall not contribute with it.
2. Contractor'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 OCH.

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

Contractor shall furnish OCH with original certificates and a copy of the amendatory endorsements upon request.

- XII. **Safeguarding of Information:** The use or disclosure by the Parties of any information or documents obtained by Contractor in the course of contract performance for any purpose not directly connected with Contractor's responsibilities under this Agreement is prohibited except as may be required by law.
- XIII. **Statutory and Regulatory Compliance:** The Parties shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.
- XIV. **Compliance with State and Federal Confidentiality Laws:** The Parties shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of the Health Information Portability and Accountability Act, commonly known as HIPAA,

or RCW 70.02, and any regulations enacted pursuant to its provisions and shall sign a Business Associate Agreement which is attached hereto and incorporated hereinafter by as

ATTACHMENT B.

- XV. **Records Inspection and Retention:** OCH may, at reasonable times, inspect the books and records of Contractor relating to the performance of the Agreement. The Parties will retain for audit purposes all Contract-related records for at least six years after termination of the Agreement.
- XVI. **Non-Discrimination:** The Parties 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.
- XVII. **Amendment:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.
- XVIII. **Termination:**
- A. **For Convenience:** Either party may terminate the Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other. Contractor shall be paid for work performed and expenses incurred to the date of termination.
 - 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 effected by serving a notice of termination on the party setting forth the manner in which the party is in default. Contractor shall be paid for services performed in accordance with the manner of performance set forth in this Agreement.
 - D. **For Default:** Either party may terminate the Agreement upon giving written notice to the other party in the event the other party is in breach of a material provision of this agreement and shall have failed to cure such breach within thirty (30) days.
- XIX. **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, Agreement 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.
- XX. **Choice of Law:** This 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 this 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 this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.

- XXI. **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.
- XXII. **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.
- XXIII. **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.
- XXIV. **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.

OLYMPIC COMMUNITY OF HEALTH

KITSAP PUBLIC HEALTH DISTRICT

By: _____
Celeste Schoenthaler, Director

By: _____
Keith Grellner, Administrator

Date: _____

Date: _____

Funding Source	
Program:	Medical Assistance Program
Federal Contract/Grant:	CMMS
CFDA:	93.778

ATTACHMENT A

Scope of Work

Overall management and delivery of data and analytic projects, including timeliness, quality, and value.

- Provide evaluation to support the selection, design, and ongoing monitoring of projects.
- Manage multiple resources and projects concurrently to ensure successful completion of analytic projects.
- Advise OCH team and leadership on goals, measures, strategy, and tactics to support organization direction, projects, and quality improvement.
- Work collaboratively on and contribute to reports and planning documents required of OCH.
- Prepare community health metric analyses to inform project selection and progress monitoring.
- Serve as primary contact to partner organizations on all phases of analytic analyses from problem definition through presentation, appropriately reporting progress, and results throughout projects.
- Utilize quantitative and qualitative data to develop reports, visualizations and/or dashboards to display OCH and partner progress against project goals and milestones.
- Create compelling presentations which tell an analytic story; use data to provide actionable insights and recommendations in language that resonates with diverse partners, including non-technical audiences.
- Support development of presentations by OCH team members ensuring communication of accurate, compelling data.
- Develop and manage the OCH partner payment tool per the specifications of the board approved payment policy.
- Manage, store, and protect category 1 (public) and category 2 (sensitive) data.
- Provide accurate work estimates and oversee delivery.
- Oversee the collection and interpretation of quantitative and qualitative data and develop and utilize methods for consistency and data validation to ensure data accuracy.
- Ensure data and measures are in place to produce program performance reports for Board, funders, contractors, and other partners.
- Assist in synthesizing large amounts of data into meaningful conclusions and support any root cause analysis.
- Convene and prepare materials for the OCH Performance, Measurement and Evaluation Committee.
- Act as liaison to data and assessment teams within partner organizations (for example, hospitals, local health jurisdictions, community action agencies, area agencies on aging, physical and behavioral health providers, among others).
- Communicate and coordinate with partners, including staff, management, advocacy groups, consumer groups, committee members etc. to meet OCH program goals and objectives.
- Support staff, Board, committees, and workgroups to characterize community health issues using data, reports, community health needs assessments, focus groups, key informants, surveys, and community feedback.
- Work with state-level committees, workgroups, staff, and others from organizations such as Department of Health and Health Care Authority to leverage data and information that supports OCH programs.

APPENDIX B

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (“Agreement”) is entered into by and between the Olympic Community of Health (“Covered Entity”) and Kitsap Public Health District (“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 Kitsap Public Health District.
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 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 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 used and disclosures set forth below:

- a) 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.
- b) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

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.

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

New or Renewed Contracts for the Period of 11/01/2020 through 11/30/2020

KPHD Contract ID	KPHD Program	Contract Type	Contract Length	KPHB Approved	Contract Amount	Signed Date	Start Date	End Date	Client Contract ID
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Active (2 contracts)

Kitsap Community Resources

ID: 2114	Assessment and Epidemiology, Kari Hunter	Contract for Services	Closed		\$7,050.00	11/16/20	11/01/20	02/28/20	
Description: The general purpose of this contract is updates to the joint 2017 Head Start/ECEAP Comprehensive Community Assessment to be utilized by the following Kitsap Interagency Coordinating Council (KICC) organizations: Suquamish Tribe, S'Klallam Tribe, Olympic Educational Service District and Kitsap Community Resources (KCR). KCR serves as the lead contractual entity on behalf of the four entities' Head Start and ECEAP programs									

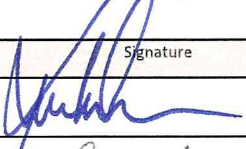
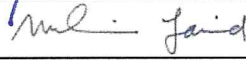
Olympic Educational Service District

ID: 2106	Community Health, Yolanda Fong	Contract for Services	Closed	10/06/20	\$54,750.00	10/13/20	11/01/20	10/31/21	
Description: The District to provide services, training, and technical assistance appropriate to the needs of Head Start, ECEAP, and Early Head Start staff and enrollees, including public health nurse support to the Early Head Start home-based services to 44 eligible families.									

Kitsap Public Health Board Meeting
Date: January 5, 2021

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

Approvals:

	Signature	Date
Administrator		12/31/2020
Finance Manager		12/30/2020

Recommended Motion: Approval

Items:

Type	Warrant/EFT Date	Beginning Warrant	Ending Warrant	Total Amount
Accounts Payable	11/2/2020	3810321	3810327	\$ 8,932.26
Accounts Payable-ACH	11/3/2020	DD112211	DD122216	17,085.41
Accounts Payable	11/9/2020	3810452	3810462	22,490.48
Accounts Payable-ACH	11/10/2020	DD112316	DD112325	31,029.72
Accounts Payable	11/16/2020	3810880	3810892	52,046.32
Accounts Payable-ACH	11/17/2020	DD112507	DD112522	16,481.91
Accounts Payable	11/23/2020	3811151	3811168	10,604.17
Accounts Payable	11/24/2020	DD112678	DD112685	1,308.82
Accounts Payable-Benefit Warrants	11/30/2020	3811431	3811443	138,030.75
Accounts Payable-Benefit Warrants-ACH	11/30/2020	DD112808	-	11,708.59
Accounts Payable Total				\$ 158,670.27
Payroll PERS Payment (October)	11/13/2020	N/A	N/A	125,208.84
Payroll Taxes	11/30/2020	N/A	N/A	165,911.32
Payroll	11/30/2020	N/A	N/A	437,984.09
Payroll Total				\$ 729,104.25
Grand Total				\$ 1,038,822.68

Kitsap Public Health Board Action:

- ☐ Approve
- ☐ Deny
- ☐ Table / Continue

	Signature	Date
Kitsap Public Health Board Chair		

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

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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	384173	CANON FINANCIAL SERVICES,		1606973	001	112211	PT	11/09/20	1,041.15
Warrant 112211 total									1,041.15
	279396	DAVE PURCHASE PROJECT/NAS		1606974	001	112212	PT	11/09/20	78.43
Warrant 112212 total									78.43
	10476	FEDEX (PO BOX 371461 PITT		1606985	001	112213	PT	11/09/20	24.23
Warrant 112213 total									24.23
	433787	STEUSLOFF, BARBARA A		1606972	001	112214	PT	11/09/20	44.28
Warrant 112214 total									44.28
	11617	WASHINGTON STATE AUDITOR'		1607017	001	112215	PT	11/09/20	12,610.65
Warrant 112215 total									12,610.65
	251241	WSALPHO		1607196	001	112216	PT	11/09/20	3,286.67
Warrant 112216 total									3,286.67
Department 95969 total									17,085.41

KITSAP PUBLIC HEALTH DISTRICT
345 6th Street Suite 300, Bremerton WA 98337

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

Page 2
Date 11/16/2

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
00969 95969 Kitsap Public Health Di	375426	CATALYST WORKPLACE ACTIVA		1608412	001	3810880	PK	11/16/20	4,043.35
Warrant 3810880 total									4,043.35
	397272	COLLINS COMPUTING INC		1608419	001	3810881	PK	11/16/20	1,090.00
Warrant 3810881 total									1,090.00
	17992	DELL MARKETING L.P. (CHIC		1608429	001	3810882	PK	11/16/20	22,334.18
Warrant 3810882 total									22,334.18
	369036	ONE TIME PAYMENT		1608462	001	3810883	PK	11/16/20	350.00
Warrant 3810883 total									350.00
	339396	GIUNTOLI, PAUL		1608393	001	3810884	PK	11/16/20	52.33
Warrant 3810884 total									52.33
		<i>HOLLAND, CHUCK</i>							
	369036	ONE TIME PAYMENT		1608477	001	3810885	PK	11/16/20	513.50
Warrant 3810885 total									513.50
	322741	MCKESSON MEDICAL SURGICAL		1608480	001	3810886	PK	11/16/20	35.19
Warrant 3810886 total									35.19
	231611	MICROSOFT SERVICES PO BOX		1608481	001	3810887	PK	11/16/20	3,164.38
Warrant 3810887 total									3,164.38
	409198	OFFICE DEPOT INC (POB 292		1608487	001	3810888	PK	11/16/20	60.07
	409198	OFFICE DEPOT INC (POB 292		1608489	001	3810888	PK	11/16/20	155.13

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

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Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
Warrant 3810888 total									215.20
	423515	STAPLES ADVANTAGE (PO BOX		1608498	001	3810889	PK	11/16/20	108.36
Warrant 3810889 total									108.36
	206991	WASHINGTON POISON CENTER		1608500	001	3810890	PK	11/16/20	208.34
Warrant 3810890 total									208.34
	369036	ONE TIME PAYMENT		1608501	001	3810891	PK	11/16/20	120.00
Warrant 3810891 total									120.00
	427920	XIOLOGIX, LLC		1608502	001	3810892	PK	11/16/20	19,811.49
Warrant 3810892 total									19,811.49
Department 95969 total									52,046.32

WILSON, DONALD

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

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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	389139	ACRANET CBS BRANCH		1608407	001	112507	PT	11/17/20	327.50
Warrant 112507 total									327.50
	413333	ADER, SAM A		1608391	001	112508	PT	11/17/20	246.12
Warrant 112508 total									246.12
	404844	DELIVERY EXPRESS, INC.		1608423	001	112509	PT	11/17/20	883.91
Warrant 112509 total									883.91
	21555	ENVIRONMENTAL SYSTEMS RES		1608461	001	112510	PT	11/17/20	4,523.50
Warrant 112510 total									4,523.50
	412198	HAMEL PATRICK B		1608394	001	112511	PT	11/17/20	217.35
Warrant 112511 total									217.35
	200487	JEFFERSON COUNTY HEALTH/H		1608478	001	112512	PT	11/17/20	4,923.27
Warrant 112512 total									4,923.27
	359597	JONES, KIMBERLY D.		1608395	001	112513	PT	11/17/20	193.20
Warrant 112513 total									193.20
	430757	NICHOLS, ELIZABETH K		1608396	001	112514	PT	11/17/20	151.24
Warrant 112514 total									151.24
	217750	NICOLAISEN, NIELS		1608398	001	112515	PT	11/17/20	243.03

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09200

Account Ledger Inquiry

From Date/Period 11/01/20

Account. 95969.2315

Thru Date/Period 11/13/20

ACCRUED EMPLOYEE BENEFITS

Ledger Type. . . AA

Subledger. . . . *

Skip to Doc/Type

Y-T-D Period End : 15,819.57-

Cumul Period End : 128,152.38-

Additional Selections Exist

O	DT	Document	Date	Explanation/Alpha	Debit	Credit	P
	U1	378925	11/13/20	DAILY CASH TRANSMI	22,685.64		P
	U1	378925	11/13/20	DAILY CASH TRANSMI	102,523.20		P
					125,208.84		

Ledger Total 125,208.84

Unposted Total

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

09200

Account Ledger Inquiry

From Date/Period 11/01/20

Thru Date/Period 11/30/20

Ledger Type. . . AA

Subledger. . . . *

Account. 95969.2317

ACCRUED TAXES

Skip to Doc/Type

Y-T-D Period End : 5,915.84-

Cumul Period End : 5,915.84-

Additional Selections Exist

0	DT	Document	Date	Explanation/Alpha	Debit	Credit	P
U1		379328	11/30/20	DAILY CASH TRANSMI	165,911.32		P

165,911.32

Ledger Total
Unposted Total

165,911.32

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

Kitsap Public Health District -						
11/01/2020 - 11/30/2020						
Last Name	Hours	Gross Pay	Employer Paid Taxes	Employer Paid Benefits	Non-Cash Taxable Benefits	Net Pay
Abazi (427227)	173.33	\$5,167.00				\$4,077.82
Abney (4563)	173.33	\$4,856.00				\$3,253.12
Acosta (278956)	173.33	\$8,067.00				\$4,853.20
Ader (413193)	173.33	\$4,762.00				\$3,164.39
Adhikari (407901)	173.33	\$6,830.00				\$4,677.67
Anderson (419470)	177.83	\$5,581.19				\$3,706.19
Arias (433900)	173.33	\$4,660.00				\$3,410.22
Atisme (433909)	173.33	\$5,665.00				\$3,808.92
Banigan (215189)	173.33	\$6,735.00				\$4,745.75
Bazzell (328436)	173.33	\$6,735.00				\$4,656.04
Beers (434028)	173.33	\$5,138.00				\$3,804.70
Bell (419805)	141.33	\$5,576.28				\$3,809.53
Berger (407902)	173.33	\$4,438.00				\$3,304.63
Bierman (404611)	156.00	\$6,012.00				\$4,541.45
Borja (426250)	203.08	\$5,093.89				\$3,817.10
Boysen-Knapp (2058)	156.00	\$5,543.00				\$3,372.26
Brown (271677)	173.33	\$7,365.00				\$4,236.19
Burchett (409212)	187.33	\$4,842.32				\$3,546.49
Chang (411387)	173.33	\$3,606.00				\$2,499.01
Ciulla (400655)	173.33	\$7,002.00				\$4,797.98
Contreras (433998)	173.33	\$4,051.00				\$3,200.53
Crow (433648)	175.08	\$3,976.33				\$3,011.54
Davis (433997)	149.83	\$5,361.93				\$3,766.92
Dowless (340919)	173.33	\$5,948.00				\$4,229.91
Duren (430735)	188.08	\$5,130.78				\$3,854.34
Eakes (223648)	173.33	\$4,907.00				\$3,212.79
Evans (4565)	173.33	\$8,785.00				\$2,754.28
Fine (421693)	86.67	\$2,023.00				\$1,575.75
Fisk (321284)	173.33	\$6,245.00				\$3,756.92
Fong (356883)	173.33	\$9,685.00				\$6,709.55
Giuntoli (337331)	173.33	\$6,735.00				\$3,970.96
Gonzalez (401905)	173.33	\$6,353.00				\$4,761.79
Grellner (1264)	173.33	\$11,883.00				\$8,369.77
Gress (421427)	173.33	\$3,975.00				\$3,017.04
Griego (410072)	156.00	\$3,822.00				\$2,905.74
Guidry (355732)	173.33	\$8,120.00				\$5,638.37
Guzman (356336)	173.33	\$4,294.00				\$3,005.75
Hamel (412171)	173.33	\$6,382.00				\$4,114.07
Helvik (427228)	40.00	\$758.40				\$629.07
Holdcroft (270783)	173.33	\$6,735.00				\$3,726.49
Holdcroft (4579)	173.33	\$8,120.00				\$4,593.05
Holt (1041)	173.33	\$8,720.00				\$5,097.60
Holt (2726)	173.33	\$8,120.00				\$5,283.56

Kitsap Public Health District -						
11/01/2020 - 11/30/2020						
Last Name	Hours	Gross Pay	Employer Paid Taxes	Employer Paid Benefits	Non-Cash Taxable Benefits	Net Pay
Huff (433996)	155.83	\$4,090.62				\$2,863.80
Hughes (306605)	173.33	\$3,995.00				\$2,918.42
Hunter (409213)	173.33	\$7,365.00				\$5,109.91
Jameson (295036)	173.33	\$4,174.00				\$3,138.46
Johanson (400651)	173.33	\$3,995.00				\$2,983.17
Johnson (421429)	173.33	\$5,678.00				\$4,097.40
Jones (358933)	173.33	\$7,365.00				\$5,080.99
Katula (393427)	173.33	\$6,680.00				\$3,933.58
Kellum (418812)	156.00	\$5,875.00				\$4,329.01
Kench (245476)	173.33	\$3,964.00				\$2,511.08
Kiess (250913)	173.33	\$9,685.00				\$6,647.60
Kindschy (421430)	173.33	\$5,513.00				\$3,870.36
Knoop (16125)	179.08	\$7,070.17				\$4,685.40
Kruse (243184)	173.33	\$6,830.00				\$4,401.13
Kushner (327580)	173.33	\$9,224.00				\$7,105.06
Laird (416539)	173.33	\$8,120.00				\$5,670.77
Lau (429748)	173.33	\$5,395.00				\$4,015.42
Lytle (285038)	173.33	\$7,135.00				\$4,627.44
Mazur (388104)	173.33	\$6,882.00				\$4,619.95
Mckinnon (387088)	173.33	\$5,513.00				\$4,335.79
McNamara (429377)		\$0.00				\$0.00
Moen (279971)	173.33	\$5,372.00				\$3,687.77
Moontree (406607)	173.33	\$5,017.00				\$3,628.95
Moore (421227)	156.00	\$5,279.00				\$3,616.35
Moore (433995)	173.33	\$4,550.00				\$3,338.44
Morgan (324204)	156.00	\$6,062.00				\$4,151.95
Morris (312378)	138.66	\$3,926.00				\$2,857.90
Morris (433859)	5.00	\$77.50				\$71.00
Morrow (433895)	173.33	\$14,500.00				\$6,672.80
Nguyen (295033)	173.33	\$4,405.00				\$3,149.89
Nguyen (434026)	128.00	\$2,903.04				\$2,057.75
Nichols (430367)	104.00	\$4,129.00				\$2,498.47
Nicolaisen (208456)	173.83	\$6,764.15				\$4,800.23
Noble (3128)	173.33	\$5,000.00				\$3,262.60
North (22459)	173.33	\$8,785.00				\$3,130.12
Nuno (405301)	173.33	\$6,382.00				\$3,547.42
O'Brien (433907)	173.33	\$3,917.00				\$2,879.90
Onarheim (426938)	173.33	\$4,277.00				\$3,037.37
Outhwaite (243679)	127.83	\$5,075.12				\$3,495.75
Pandino (419118)	173.33	\$4,405.00				\$3,289.41
Phares (434024)	88.00	\$2,200.00				\$1,743.00
Phipps (229901)	181.96	\$8,311.22				\$3,790.17
Plemmons (433994)	112.00	\$5,600.00				\$4,557.99

Kitsap Public Health District -						
11/01/2020 - 11/30/2020						
Last Name	Hours	Gross Pay	Employer Paid Taxes	Employer Paid Benefits	Non-Cash Taxable Benefits	Net Pay
Prewitt (394466)	173.33	\$4,494.00				\$3,390.48
Quayle (1214)	173.33	\$6,930.00				\$4,627.36
Quist-Therson (41986	188.96	\$8,264.44				\$5,932.40
Rassa (433650)	138.66	\$4,083.00				\$2,895.99
Rhea (324654)	173.33	\$3,995.00				\$2,887.61
Ridge (267073)	173.33	\$6,884.00				\$4,382.21
Rork (404613)	173.33	\$5,000.00				\$3,707.31
Ryder (434027)	170.66	\$4,480.00				\$3,544.95
Shuhler (425553)	173.33	\$3,451.00				\$2,483.25
Smith (361388)	173.33	\$7,531.00				\$5,236.10
Sooter (427776)	173.33	\$6,245.00				\$4,540.09
Stedman (347366)	173.33	\$7,733.00				\$5,137.56
Stepp (433993)	159.08	\$4,385.13				\$3,322.88
Steusloff (429204)	173.33	\$3,917.00				\$2,945.25
Stewart (423168)	173.33	\$5,513.00				\$4,016.47
Tapia (434025)	96.00	\$2,586.24				\$2,138.75
Tiemeyer (433908)	173.33	\$5,627.00				\$4,620.93
Tjemsland (433192)	173.33	\$5,395.00				\$3,847.51
Turner (1682)	173.33	\$5,456.00				\$3,626.69
Turner (401072)		\$0.00				\$0.00
Ulaia (429750)	173.33	\$4,113.00				\$2,910.94
Wagner (426251)	121.33	\$2,416.00				\$1,710.66
Walther (392243)	173.33	\$6,382.00				\$4,196.27
Wellborn (14545)	134.25	\$3,070.20				\$1,868.72
Wendt (397255)	173.33	\$6,839.00				\$5,031.28
Whitlock (433906)	173.33	\$3,931.00				\$2,860.12
Winchester (431493)	173.33	\$3,917.00				\$2,992.83
Winters (426939)	173.33	\$5,017.00				\$3,749.94
Yanda (301566)	173.33	\$7,380.00				\$5,044.06
Zimny (2908)	173.33	\$6,735.00				\$4,857.06
	18,728.09	\$647,060.95				\$437,984.09