

**Kitsap Public Health District
Consent Agenda
July 6, 2021**

KPHD Contract Number	Their Contract Number	Contractor and Agreement Name	Type of Agreement	Term of Agreement	Amount to District	Amount to Other Agency
2181	NA	Clallam County Health and Human Services <i>Youth Cannabis & Commercial Tobacco Prevention Program (YCCTPP)</i>	Interlocal Agreement	07/01/2021-12/31/2021	\$0	\$27,381
Description: The District requires the expertise of this Subrecipient to develop and implement coordinated tobacco, vapor product, and marijuana intervention strategies to prevent and reduce commercial tobacco, vapor, and marijuana use by youth in Clallam County. The source of these funds are pass-through moneys from the state.						
2182	NA	Jefferson County Public Health <i>Youth Cannabis & Commercial Tobacco Prevention Program (YCCTPP)</i>	Interlocal Agreement	07/01/2021-12/31/2021	\$0	\$27,381
Description: The District requires the expertise of this Subrecipient to develop and implement coordinated tobacco, vapor product, and marijuana intervention strategies to prevent and reduce commercial tobacco, vapor, and marijuana use by youth in Jefferson County. The source of these funds are pass-through moneys from the state.						
2183	KC-387-21	Kitsap County <i>Youth Cannabis & Commercial Tobacco Prevention Program (YCCTPP)</i>	Interlocal Agreement	07/01/2021-12/31/2021	\$0	\$13,065
Description: The District requires the expertise of this Subrecipient to develop and implement coordinated tobacco, vapor product, and marijuana intervention strategies to prevent and reduce commercial tobacco, vapor, and marijuana use by youth in Kitsap County. The source of these funds are pass-through moneys from the state.						
2171	NA	Central Kitsap Fire & Rescue <i>COVID-19 Mass Vaccination Plan</i>	Subcontract	01/21/2021-07/21/2021	\$0	\$0
Description: This Agreement provides a means for Subcontractor, who is providing paramedic or vaccine services to support the District's COVID-19 mass vaccination clinics in Kitsap County to be eligible for federal FEMA reimbursement for such work.						

2174	NA	City of Bremerton Fire <i>COVID-19 Mass Vaccination Plan</i>	Subcontract	01/21/2021-07/21/2021	\$0	\$0
Description: This Agreement provides a means for Subcontractor, who is providing paramedic or vaccine services to support the District's COVID-19 mass vaccination clinics in Kitsap County to be eligible for federal FEMA reimbursement for such work.						
2176	NA	Poulsbo Fire Department <i>COVID-19 Mass Vaccination Plan</i>	Subcontract	01/21/2021-07/21/2021	\$0	\$0
Description: This Agreement provides a means for Subcontractor, who is providing paramedic or vaccine services to support the District's COVID-19 mass vaccination clinics in Kitsap County to be eligible for federal FEMA reimbursement for such work.						
2177	NA	Bainbridge Island Fire Department <i>COVID-19 Mass Vaccination Plan</i>	Subcontract	01/21/2021-07/21/2021	\$0	\$0
Description: This Agreement provides a means for Subcontractor, who is providing paramedic or vaccine services to support the District's COVID-19 mass vaccination clinics in Kitsap County to be eligible for federal FEMA reimbursement for such work.						
2178	NA	Kitsap County (KCDEM) <i>COVID-19 Mass Vaccination Plan</i>	Subcontract	01/21/2021-07/21/2021	\$0	\$0
Description: This Agreement provides a means for Subcontractor, who is providing staffing, logistical, and support services via the Kitsap County Emergency Operations Center to support the District's COVID-19 mass vaccination clinics in Kitsap County to be eligible for federal FEMA reimbursement for such work.						
2180	NA	Franciscan Health System <i>COVID-19 Mass Vaccination Plan</i>	Subcontract	01/21/2021-07/21/2021	\$0	\$0
Description: This Agreement provides a means for Subcontractor, who is conducting mass vaccination clinics to support Kitsap Public Health District's COVID-19 Mass Vaccination Plan, to receive federal reimbursement for allowable expenses.						
Blue shading indicates the agreements are included for Board information only.						

PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
And
CLALLAM COUNTY HEALTH & HUMAN SERVICES

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

1. **Period of Performance:** The period of performance of this Agreement shall begin July 1, 2021 and be completed no later than December 31, 2021, unless terminated sooner or extended as provided for herein.
2. **Purpose:** The District requires the expertise of this Subrecipient to develop and implement coordinated tobacco, vapor product, and marijuana intervention strategies to prevent and reduce commercial tobacco, vapor, and marijuana use by youth in Clallam County.
3. **Qualifications/Eligibility:** Subrecipient shall have the qualifications necessary to successfully complete the objectives of this Agreement. The Subrecipient hereby affirms that he/she is eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA).
4. **Statement of Work and Budget:** Subrecipient shall furnish the necessary personnel, equipment material, and / or services and otherwise do all things necessary for or incidental to the performance of the work set forth in **ATTACHMENT A and ATTACHMENT B**, attached hereto and incorporated herein. **ATTACHMENT A** contains the Scope of Work and Budget concerning commercial tobacco and vaping prevention activities. **ATTACHMENT B** contains the Scope of Work and Budget for marijuana prevention activities.
5. **Compensation:** This Agreement is funded by state funds. The District agrees to pay Subrecipient a total sum of \$27,381 in state funds during the Agreement. The District shall reimburse Subrecipient for travel as applicable at the federally approved rate. Compensation will be based on invoices submitted by Subrecipient itemizing a detailed description of services performed per the agreed upon Scopes of Work and Budgets set forth respectively in **ATTACHMENTS A and B**.

Subrecipient shall submit a Monthly Expenditure Report and Request for Reimbursement (Form A-19) invoice voucher, hereto attached and herein incorporated as **ATTACHMENT C**, to the District for payment.

6. **Performance Requirements and Notices:** The assigned District staff shall monitor the performance of this Agreement, approve billings submitted by Subrecipient, and determine the acceptability of any reports provided by Subrecipient. District staff shall provide and facilitate assistance and guidance to Subrecipient as necessary.

The District reserves the right to conduct periodic performance and billing reviews after the execution of this Agreement in order to evaluate unspent/unclaimed funds. The District reserves for itself the authority to reallocate funding pending the outcome of such a review.

Subrecipient shall send programmatic communications, such as reports, via the communication method established by the District. Formal notices pursuant to this Agreement shall be sent to the staff responsible for project coordination as follows:

If to the District:

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

If to the Subrecipient:

Clallam County HHS
Attn: Kevin LoPiccolo
111 E. 3rd Street
Port Angeles, WA 98362
(360) 417-2523
klopiccolo@co.clallam.wa.us

7. **Special Billing Requirements:** Billings to the District shall be submitted no more frequently than every 30 days, and shall be quarterly at a minimum. Billings for services on a monthly fraction of the budget will not be accepted or approved. Billings shall be sent to:

Kitsap Public Health District
Melissa Laird
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2283

Authorized and allowable program expenditures will be reimbursed upon receipt and approval of the monthly A-19 must be provided to the District by the 20th of each month in order to receive reimbursement for the previous month. If the District does not receive the A-19 by the 20th of the month with the required deliverables, the District may withhold approval and payment at its discretion.

The District will pay Subrecipient all allowable costs incurred as evidenced by proper invoice of Subrecipient submitted to the District on a timely basis, insofar as those allowable and allocable costs do not exceed the amount appropriated or otherwise available for such purposes as stated herein or in subsequent amendments.

Backup documentation will be provided to the District with invoice. Backup documentation can include, but is not limited to: receipts, invoices, billing records, work orders, positive time and attendance records (timesheets), travel vouchers and accounting expense reports. Failure to provide the required information may result in nonpayment of invoices or termination of this Agreement.

This is a subrecipient contract. All expenditures incurred, and reimbursements made for performance under this Agreement will be based on actual allowable costs. Costs can include direct labor, direct material, and other direct costs specific to the performance of activities or achievement of deliverables under this Agreement. Unexpended funds in each fiscal year may not be carried forward into the new budget period unless otherwise approved by the District.

For information in determining allowable costs, indirect rates and pass through agency requirements, such as fiscal monitoring of Subrecipients, please reference the document titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:" (2 Code of Federal Regulation CFR 200).

Email submission of invoices, electronic reports, and deliverables is encouraged. However, original hardcopy of the A-19 is required and shall be mailed to the District.

Upon expiration of the Agreement, any claim for payment not already made shall be submitted to the District within 20 days after the expiration date.

8. **Independent Capacity:** Subrecipient and its employees or agents who are engaged in the performance of this Agreement shall continue to be employees or agents of Subrecipient and shall not be considered to be employees or agents of the District for any purpose.
9. **Rights in Data:** Unless otherwise provided, data which originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright act of 1976 and shall be owned by the District. Data shall include, but not limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The District maintains all rights to the license to publish, translate, reproduce, modify, deliver, dispose of the data, and to authorize others to do so.
10. **Indemnification:** Subrecipient shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Subrecipient in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District. However, that in the case of negligence of both the District and the Subrecipient, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Solely for the purposes of this provision, Subrecipient 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.
11. **Insurance:** Subrecipient shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Subrecipient, its agents, representatives, or employees.

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

A. Minimum Scope of Insurance

Subrecipient shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The District shall be named as an insured under Subrecipient’s Commercial General Liability insurance policy with respect to the work performed for the District.

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

B. Minimum Amounts of Insurance

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

12. **Safeguarding of Information and Privacy:** The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as 45 CFR Parts 160 and 164 and any other applicable federal and state statutes and regulations. Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Subrecipient agrees not to release, divulge, publish, transfer, sell or otherwise make known to

unauthorized persons personal information without the express written consent of the agency or as provided by law.

Subrecipient agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to personal information. Any unauthorized access or use of confidential information must be reported to the District Privacy Officer at (360) 728-2232. The notification must be made in the most expedient time possible (usually within 24 hours of discovery) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

The District reserves the right to monitor, audit, or investigate the use of personal information collected, used, or acquired by Subrecipient through this Agreement. The monitoring, auditing, or investigating may include but is not limited to “salting” by the District. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

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

13. **Records Retention and Inspection:** The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to the inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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

14. **Written Policies and Procedures/Documents on File:** Written policies and procedures, consistent with federal and state regulations, as applicable, will be kept on file in the office of the Subrecipient and available for review at the request of District staff. Such policies and procedures will include, but not be limited to, as appropriate:

- Job Descriptions
- Confidentiality Policy
- Community Needs Assessment
- 5-Year Regional Strategic Plan (includes biennial work plan)

Special Instructions:

- a. Subrecipient must conduct criminal background checks for those staff, volunteer, contractor, or subcontractor working directly with youth (ages 0-17).

- b. Subrecipient must prohibit any staff, volunteer, contractor, or subcontractor with a felony conviction related to their duties from supervising and interacting with minors while performing the duties of this Agreement. This requirement is consistent with existing RCW 9.96A.020.

In addition, Subrecipient will keep on file and make available for review by District staff documents consistent with federal and state regulations that will include but are not limited to the latest agency audit and Subrecipient agreements. Subrecipient will include these requirements in all approved subcontracts.

15. **Required Reports:** Subrecipient will submit required reports using required forms according to procedures issued by the District.

Subrecipient will be obligated to submit required reports after the close of the contract period, during the transfer of obligations to another contractor, or upon termination of the contract for any reason.

Subrecipient will include all requirements listed above in all approved subcontracts.

Due dates outside the Budget Period are for reporting only. Subrecipient may not bill for work done outside the Budget Period.

16. **Statutory and Regulatory Compliance:** Subrecipient shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.

17. **Compliance with State and Federal Confidentiality Laws:** Subrecipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of RCW 70.02, RCW 42.56, the Health Information Portability and Accountability Act, commonly known as HIPAA, or any regulations enacted pursuant to its provisions. An excerpt of certifications and assurances is herein attached as **ATTACHMENT D**.

18. **Certification Regarding Suspension and Debarment:** Subrecipient, by completing and returning to the District the “Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form,” and completing, signing and returning to the District the “Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion for Lower Tier Covered Transactions” form, (to be supplied to lower tier participants; see **ATTACHMENT E**), certifies that it is not debarred, suspended, or proposed for debarment by any federal agency.

19. **Federal Funding Restrictions and Limitations:** Please see **ATTACHMENTS A and B** for restrictions and limitations.

20. **Suspension of Performance and Resumption of Performance:** In the event contract funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the District may give notice to Subrecipient to suspend performance as an alternative to termination. The District may elect to give written notice to Subrecipient to suspend performance when the District determines that there is a reasonable

likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may occur by facsimile or email to Subrecipient’s representative. Subrecipient shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance, each party may

inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When the District determines that the funding insufficiency is resolved, the District may give Subrecipient written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Subrecipient will give written notice to the District as to whether it can resume performance, and if so, the date upon which it agrees to resume performance. If Subrecipient gives notice to the District that it cannot resume performance, the parties agree that the Agreement will be terminated retroactive to the original date of termination. If the date Subrecipient gives notice it can resume performance is not acceptable to the District, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to the District, the parties agree that the Agreement will be terminated retroactive to the original date of termination.

21. **Non-Discrimination:** Subrecipient 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.
22. **Waiver:** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under his Agreement unless stated to be such in writing, signed by an authorized representative of the party and attached to the original Agreement.
23. **Assignment:** The work to be provided under this Agreement and any claim arising thereunder, is not assignable or delegable by either party in whole or in part without the express prior written consent of the District, which consent shall not be unreasonably withheld.
24. **Amendments and Changes in Work:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.

In the event of any errors or omissions by Subrecipient in the performance for any work required under this Agreement, Subrecipient will make all necessary corrections without additional compensation. All work submitted by Subrecipient will be certified by Subrecipient and checked by Subrecipient for errors and omissions. Subrecipient will continue to be responsible for the accuracy of work even after the work is accepted by the District.

25. **Termination:** This Agreement may be terminated by either party upon giving at least 30 days advance written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
26. **Termination for Cause:** If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

27. **Termination 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.
28. **Choice of Law:** This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and applicable federal laws, both as to its interpretation and performance. The provisions of this Agreement shall be construed to conform to those laws. 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.
29. **Dispute Resolution:** In the event that a dispute or conflict arises under the Agreement that the Parties are unable to resolve with good faith efforts, they shall allow the dispute to be decided by a Dispute Panel in the following manner: A Mediator shall be mutually appointed by both parties, and each party shall appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the Parties hereto. The Parties shall equally share the costs, if any, for the services of the Dispute Panel.
30. **Severability:** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
31. **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, Waiver, Records Inspection and Retention, and Severability.
32. **Subcontracting:** Subrecipient shall not enter into subcontracts for any of the work contemplated under this Agreement without prior written approval of the District. In no event shall the existence of the subcontract operate to release or reduce the liability of Subrecipient to the Department for any breach in the performance of Subrecipient's duties. This clause does not include contracts of employment between Subrecipient and personnel assigned to work under this Agreement.

Subrecipient is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. Subrecipient agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the District or as provided by law.

If at any time during the progress of the work, the District determines in its sole judgment that any contractor is incompetent, the District shall notify Subrecipient, and Subrecipient shall take immediate steps to terminate its Subrecipient's involvement in the work. The rejection or approval

by the District of any Subrecipient or the termination of a Subrecipient shall not relieve Subrecipient of any of its responsibilities under the Agreement, nor be the basis for additional charges to the District.

33. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding its subject matter. Any oral or written representations not expressly incorporated in this Agreement are specifically excluded.

KITSAP PUBLIC HEALTH DISTRICT

By: _____
Keith Grellner, Administrator

Date: _____

**CLALLAM COUNTY
BOARD OF COMMISSIONERS**

By: _____
Mark Ozias, Chair

Date: _____

Funding Source
Program: CH Federal Contract/Grant: DOH Con Con CLH18248 (KPHD 1749)

ATTACHMENT A – COMMERCIAL TOBACCO PREVENTION PROGRAM
Scope of Work and Budget
Clallam Health and Human Services, Public Health Services
July 1, 2021 – December 31, 2021

As a subrecipient of KPHD under the Washington Department of Health funded *Youth Cannabis & Commercial Tobacco Prevention Program (YCCTPP)*, Clallam County agrees to the following activities for Commercial Tobacco Prevention funded in full or part by the associated budget.

Activity	
Planning	Participate in statewide commercial tobacco prevention coalition meetings as established.
Implementation	<p><i>2021-2022 DOH Regional Requirements:</i></p> <ol style="list-style-type: none"> 1. In collaboration with priority population contractors, engage and educate internal and external decision makers, stakeholders, and community leaders about: <ol style="list-style-type: none"> a. The value of local control in preventing initiation and continued use of commercial tobacco products that lead to tobacco-related health issues and health disparities. b. The value of a comprehensive tobacco prevention program to prevent the initiation of commercial tobacco product use among youth and young adults. c. Evidence-based and promising policy options to address the appeal of commercial tobacco products to youth and young adults, including the impact of commercial tobacco product flavors (including menthol) on youth initiation and use. 2. Build or enhance partnerships with youth-serving organizations and local champions (including identifying youth champions) to collaborate on youth access and industry marketing interventions. 3. Plan and conduct a minimum of one meeting with the prevention-intervention lead at your region's Educational Service District to establish a connection, build relationships, and share resources. 4. Promote the Washington State Quitline and self-help options for TUDT (Tobacco Use, Dependence, Treatment), including 2Morrow Health app (doh.wa.gov/quit) and This is Quitting (doh.wa.gov/vapefreewa), to people who use commercial tobacco. 5. In collaboration with CTPP, incorporate 2022-2022 Centers for Disease Control and Prevention (CDC) (e.g., Tips® campaign) materials into agency communications, and report efforts in a template provided by the CTPP as part of the monthly reporting requirement. 6. Disseminate TUDT resources provided by CTPP and/or developed locally to community-based organizations, centers, and networks supporting disparately affected communities that address emerging tobacco/e-cigarettes and are culturally & linguistically appropriate, trauma-informed, & equity-based. 7. Respond to technical assistance requests and needs from local agencies and organizations interested in adopting and/or that have adopted voluntary smoke-free and vape-free campus and/or organizational policies; technical

	<p>assistance requests to colleges/universities on the adoption and implementation of tobacco- and vape-free campuses; and to technical assistance to multi-unit housing organizations, landlords, and residents on smoke- and/or vape-free policies.</p> <p>8. Plan and implement public relations/earned media efforts (i.e. press releases, social media) utilizing national media campaigns to prevent youth initiation and support cessation.</p> <p>Specific Clallam County activities are described in the 2021-2022 CTPP workplan. Workplans are subject to change. Any changes will be approved by both parties.</p>
Monitoring and Reporting	Monitor progress for each activity as appropriate; submit monthly narrative and data reports as requested by KPHD on the 5 th of every month.
Midterm Evaluation	By February 1, 2022 report progress to CTPP Regional Coordinator. If needed, adjust activities to ensure spend down. Conduct a mid-year workplan reevaluation.
Calls/Meetings	Participate in monthly conference call with KPHD and attend webinars as scheduled; respond to correspondences related to CTPP from the Department of Health; respond to activity assessments/surveys administered by KPHD as appropriate per scope of work.
Invoicing	Submit monthly invoices by the 20 th of the month following the month in which costs were incurred, except for the Final Expenditure Report and Request for Reimbursement in each federal fiscal year (due July 1, 2022). Invoices must include supporting documentation such as timecards for staff time and copies of invoices paid for goods and services.

Budget July 1, 2021 – December 31, 2021

	<i>Cost</i>	<i>Description</i>
Staff Salary	\$3,000.00	Prevention Specialist & Supervisor
Benefits	\$1,300.00	
Indirect	\$1,020.00	34% of Salaries
Goods & Services	\$500.00	Supplies, Outreach/Educ. Materials/Advertising/Comm. Trainings
Mileage	\$250.00	Mileage for Meetings
Travel/Training	\$189.00	Training Expenses For Staff
Total Clallam	\$6,259.00	

Funding Source

Chart of Accounts Program Name or Title	CFDA#	BARS Code	7/1/21-12/31/21
Youth Tobacco Prevention (YTVPP)			\$6,259
Total to Clallam			\$6,259

Subrecipient DUNS Number: 07-573-9235

Subrecipient Indirect Rate: 34% of salary

Research and Development: No

Federal Funding Accountability and Transparency Act (FFATA): The Statement of Work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA) or the Transparency Act. The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent. To comply with this act and to be eligible to perform the activities in this statement of work, the Local Health Jurisdiction (LHJ) must have a Data Universal Numbering System (DUNS) number. Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Federal Funding Restrictions and Limitations:

- a. Recipient may not use federal funds for lobbying.
- b. Recipient may not use funds for research.
- c. Recipient may not use funds for clinical care.
- d. Recipient may not use funds to supplant existing state funding or to supplant funds from federal or state sources.
- e. Recipient may use funds only for reasonable program purposes, including personnel, travel, supplies, and sources.
- f. Recipient are the direct and primary recipients in a cooperative agreement program and must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- g. Recipient are generally not allowed to use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- h. Recipient may not be reimbursed for pre-award costs.

- i. Recipient may only use funds for evidence-based tobacco control interventions, strategies, and activities.
- j. Recipient may not use funds to provide direct cessation services or other direct services other than those through evidence-based quit line services.
- k. Recipient may not use funds to purchase nicotine replacement therapy or other products used for cessation.
- l. Recipient may not use funds to purchase K-12 school curricula.
- m. Recipient may not use funds for construction.

ATTACHMENT B – YOUTH MARIJUANA PREVENTION
Scope of Work and Budget
Clallam Health and Human Services, Public Health Services
July 1, 2021 – December 31, 2021

As a subrecipient of KPHD under the Washington State funded *Youth Cannabis & Commercial Tobacco Prevention Program (YCCTPP)*, Clallam County agrees to the following Youth Marijuana Prevention activities funded in full or part by the associated budget.

Activity	
Planning	Participate in Regional Network, hold a position on the Strategic Planning Team. As a member of the Strategic Planning Team, help to: <ol style="list-style-type: none"> 1. Update the 2022-2023 Olympic Region YMPEP Needs Assessment, including the Community Readiness Assessment. 2. Update the 2022-2023 Olympic Region YMPEP Strategic Plan, per DOH guidance.
Education	Participate in a minimum of one skill enhancement opportunity per month.
Implementation	<ol style="list-style-type: none"> 1. 2021-2022 DOH Approved Regional Strategies: <ul style="list-style-type: none"> • PSE Priority 1: Local Laws & Ordinances • PSE Priority 2: Community Norms • PSE Priority 3: Retailer Consumer Education • PSE Priority 4: Health Care Policy & Procedures 2. Specific Clallam County activities are described in the 2021-2022 YMPEP workplan. Work plans are subject to change. Any changes will be approved by both parties. 3. Participate in statewide collaboration on the strategies listed above. More detail for how to participate is listed within work plan.
Monitoring and Reporting	Monitor progress for each activity as appropriate; submit monthly narrative and data reports as requested by KPHD on the 5 th of every month.
Calls/Meetings	Participate in monthly check-in call with regional lead. Attend and participate in Regional Network and Planning Team meetings; review correspondences related to YMPEP; respond to activity assessments/surveys administered by KPHD as appropriate per scope of work. Attend at least one statewide All-Providers Meeting or Practice Collaborative Meeting.
Mid-Year Evaluation	By February 1, 2022 report progress to YMPEP Regional Coordinator. If needed, adjust activities to ensure spend down. Conduct a work plan reevaluation.
Invoicing	Submit monthly invoices by the 20 th of the month following the month in which costs were incurred, except for the Final Expenditure Report and Request for Reimbursement in each federal fiscal year (due July 1, 2022). Invoices must include supporting documentation such as timecards for staff time and copies of invoices paid for goods and services.

Budget July 1, 2021 – December 31, 2021

	<i>Cost</i>	<i>Description</i>
Staff Salary	\$10,750	Prevention Specialist & Supervisor
Benefits	\$4,250	
Indirect	\$3,900	34% of Salaries
Goods & Services	\$1,722	Supplies, Outreach/Educ. Materials/Advertising/Comm. Trainings
Training/Travel	\$500	Mileage for Meetings and Training Expenses For Staff
Total Clallam	\$21,122	


Funding Source

Chart of Accounts ProgramName or Title	CFDA#	BARS Code	7/1/21-12/31/21
SFY22 Marijuana Tobacco Edu	n/a	334.04.93	\$21,122

Community Resources: Subrecipient shall make a reasonable and ongoing effort, throughout the period of performance, to secure and/or leverage resources from private and public entities to supplement the administrative, operational, and implementation costs under this program. Documentation of any collaborative efforts and securing of resources that benefit this project shall be kept current and on file in the office of the Subcontractor and be available for review upon request by District staff.

Funding Restrictions and Limitations:

- a. Recipient may not use funds for research.
- b. Recipient may not use funds for clinical care.
- c. Recipient may only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual.
- d. Recipient may not generally use funding for the purchase of furniture or equipment. However, if equipment purchase is integral to a selected strategy, it will be considered. Any such proposed spending must be identified in the budget and approved by the District.
- e. Recipient may not use funding for construction.
- f. Recipient must comply with District guidance on food, incentives and use of District or DOH logo outlined in YMPEP Regional Implementation Guide and should not exceed federal per diem rates.
- g. Reimbursement of pre-award costs is not allowed.

FORM A 19-1A (Rev. 1/91)				STATE OF WASHINGTON INVOICE VOUCHER		EXHIBIT C										Page A-11					
														AGENCY NO.		LOCATION CODE		P.R. OR AUTH NO.			
AGENCY NAME														<p>INSTRUCTION TO VENDOR OR CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.</p> <p>VENDOR'S CERTIFICATE. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination on the grounds of race, creed, color, national origin, sex, or age.</p> <p>BY _____</p> <p>_____ (DATE)</p>							
Kitsap Public Health District Attn: Melissa Laird 345 6th St, Suite 300 Bremerton, WA 98337-1866																					
VENDOR OR CLAIMANT (Warrant is to be payable to)																					
FEDERAL I.D. NO. OR SOCIAL SECURITY NO.										RECEIVED BY				DATE RECEIVED							
DATE		DESCRIPTION						QUANTITY		UNIT	UNIT PRICE		AMOUNT		FOR AGENCY USE						
		Services provided in performance of contract																			
		Billing period:						to													
		Total Tobacco Expenses																			
		YMPEP Expenses																			
		TOTAL DUE:											\$ -								
PREPARED BY				TELEPHONE NUMBER				DATE		AGENCY APPROVAL						DATE					
DOC. DATE		PMT DUE DATE		CURRENT DOC. NO.				REF. DOC. NO.		VENDOR NUMBER		VENDOR MESSAGE USE TAX				UBI NUMBER					
REF	DOC	TRANS	M	O	FUND	MASTER INDEX		SUB	SUB	WKCLAS	COUNT		CITY	AMOUNT	INVOICE NUMBER						
SUF	CODE	D				APPN	PROGRAM	SUB	SUB	ORG	ALLOC	BDGT	MOS	PRJT	SUB	PROJ	PHAS				
						INDEX	INDEX	OBJ		INDEX		UNIT			PROJ						
ACCOUNTING APPROVAL FOR PAYMENT										DATE				WARRANT TOTAL		WARRANT NO.					

ATTACHMENT D

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (“Agreement”) is entered into by and between the Kitsap Public Health District (“Covered Entity”) and Clallam County Health & Human Services (“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 Clallam County Health & Human Services.
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 June 30, 2022 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.

FEDERAL COMPLIANCE AND STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES

In the event federal funds are included in this agreement, added by future amendment(s), or redistributed between fund sources resulting in the provision of federal funds, the following sections apply: I. Federal Compliance and II. Standard Federal Assurances and Certifications. In the instance of inclusion of federal funds as a result of an amendment, the Contractor may be designated as a subrecipient and the effective date of the amendment shall also be the date at which these requirements go

- I. FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. (Refer to Catalog of Domestic Assistance number(s) cited in the "Payment" section of this contract for requirements specific to that fund source.) For clarification regarding any of these elements or details specific to the federal funds in this contract, contact:

Compliance and Internal Control Officer
Office of Financial Services
Department of Health
Post Office Box 47901
Olympia, Washington 98504-7901

- 1. UNIFORM ADMINISTRATIVE GUIDANCE** – The Uniform Administrative Guidance (Supercircular) became effective December 26, 2014 and combines numerous OMB Circulars into one document. This document establishes requirements which govern expenditure of federal funds. These requirements apply to the Department of Health, as the primary recipient of federal funds, and then follow the funds to the subrecipient. The Uniform Administrative Guidance provides the applicable administrative requirements, cost principles and audit requirements are identified by subrecipient organization type.

COMPLIANCE MATRIX

OMB CIRCULAR			
ENTITY TYPE	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments & Governmental Hospitals	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F
Non-Profit Organizations	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F
Hospitals	2 CFR 200 Subpart D	45 CFR 74 Appendix E	2 CFR 200 Subpart F
Colleges or Universities & Affiliated Hospitals	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F

- 2. CITIZENSHIP/ALIEN VERIFICATION/DETERMINATION** - The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements. Exemptions from the determination/verification requirement is afforded the following programs offered by the Department of Health: Family Planning, Breast & Cervical Health Program (BCHP), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), WIC Farmers Market Program, Immunization Programs, and Ryan White CARE Act programs and other communicable disease treatment and diagnostic programs.
 - 3. CIVIL RIGHTS AND NONDISCRIMINATION** - During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.).
 - 4. SINGLE AUDIT ACT** - A subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Uniform Administrative Guidance (subpart F) as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of 2 CFR 200 Subpart F
- II. STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Department of Health.

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- B. have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection 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 statements, or receiving stolen property;
- C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions* in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about
 - i. The dangers of drug abuse in the workplace;
 - ii. The contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

- iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;
- D. Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will—
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- F. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (ii), with respect to any employee who is so convicted—
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, DOH has designated the following central point for receipt of such notices:

Compliance and Internal Control Officer
Office of Grants Management
WA State Department of Health
PO Box 47905
Olympia, WA 98504-7905

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non- Federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- A. 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 any 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.
- B. If any funds other than Federally 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 of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- C. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, 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, 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.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the prospective contractor is providing the certification set out below.

- A. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- C. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOH.
- F. The prospective contractor further agrees by submitting this contract that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction, provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOH may terminate this transaction for cause or default.

**7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**

- A. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - ii. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection 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 statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - iv. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this contract.

CONTRACTOR'S SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE

Attachment E

FEDERAL ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the contractor, I certify that the contractor:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728 - 4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the

Education Amendments of 1972, as amended (20 U.S.C. §§1681 -1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501 -1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the

Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

CONTRACTOR'S SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE

PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
And
JEFFERSON COUNTY PUBLIC HEALTH

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

1. **Period of Performance:** The period of performance of this Agreement shall begin July 1, 2021 and be completed no later than December 31, 2021, unless terminated sooner or extended as provided for herein.
2. **Purpose:** The District requires the expertise of this Subrecipient to develop and implement coordinated tobacco, vapor product, and marijuana intervention strategies to prevent and reduce commercial tobacco, vapor, and marijuana use by youth in Jefferson County.
3. **Qualifications/Eligibility:** Subrecipient shall have the qualifications necessary to successfully complete the objectives of this Agreement. The Subrecipient hereby affirms that he/she is eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA).
4. **Statement of Work and Budget:** Subrecipient shall furnish the necessary personnel, equipment material, and / or services and otherwise do all things necessary for or incidental to the performance of the work set forth in **ATTACHMENT A and ATTACHMENT B**, attached hereto and incorporated herein. **ATTACHMENT A** contains the Scope of Work and Budget concerning commercial tobacco and vaping prevention activities. **ATTACHMENT B** contains the Scope of Work and Budget for marijuana prevention activities.
5. **Compensation:** This Agreement is funded by state and federal funds. The District agrees to pay Subrecipient a total sum of \$27,381 in federal and state funds during the Agreement. The District shall reimburse Subrecipient for travel as applicable at the federally approved rate. Compensation will be based on invoices submitted by Subrecipient itemizing a detailed description of services performed per the agreed upon Scopes of Work and Budgets set forth respectively in **ATTACHMENTS A and B**.

Subrecipient shall submit a Monthly Expenditure Report and Request for Reimbursement (Form A-19) invoice voucher, hereto attached and herein incorporated as **ATTACHMENT C**, to the District for payment.

6. **Performance Requirements and Notices:** The assigned District staff shall monitor the performance of this Agreement, approve billings submitted by Subrecipient, and determine the acceptability of any reports provided by Subrecipient. District staff shall provide and facilitate assistance and guidance to Subrecipient as necessary.

The District reserves the right to conduct periodic performance and billing reviews after the execution of this Agreement in order to evaluate unspent/unclaimed funds. The District reserves for itself the authority to reallocate funding pending the outcome of such a review.

Subrecipient shall send programmatic communications, such as reports, via the communication method established by the District. Formal notices pursuant to this Agreement shall be sent to the staff responsible for project coordination as follows:

If to the District:

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

If to the Subrecipient:

Jefferson County Public Health
Attn: Vicki Kirkpatrick
615 Sheridan Street
Port Townsend, WA 98368
(360) 385-9408
Vkirkpatrick@co.jefferson.wa.us

7. **Special Billing Requirements:** Billings to the District shall be submitted no more frequently than every 30 days, and shall be quarterly at a minimum. Billings for services on a monthly fraction of the budget will not be accepted or approved. Billings shall be sent to:

Kitsap Public Health District
Melissa Laird
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2283

Authorized and allowable program expenditures will be reimbursed upon receipt and approval of the monthly A-19 must be provided to the District by the 20th of each month in order to receive reimbursement for the previous month. If the District does not receive the A-19 by the 20th of the month with the required deliverables, the District may withhold approval and payment at its discretion.

The District will pay Subrecipient all allowable costs incurred as evidenced by proper invoice of Subrecipient submitted to the District on a timely basis, insofar as those allowable and allocable costs do not exceed the amount appropriated or otherwise available for such purposes as stated herein or in subsequent amendments.

Backup documentation will be provided to the District with invoice. Backup documentation can include, but is not limited to: receipts, invoices, billing records, work orders, positive time and attendance records (timesheets), travel vouchers and accounting expense reports. Failure to provide the required information may result in nonpayment of invoices or termination of this Agreement.

This is a subrecipient contract. All expenditures incurred, and reimbursements made for performance under this Agreement will be based on actual allowable costs. Costs can include direct labor, direct material, and other direct costs specific to the performance of activities or achievement of deliverables under this Agreement. Unexpended funds in each fiscal year may not be carried forward into the new budget period unless otherwise approved by the District.

For information in determining allowable costs, indirect rates and pass through agency requirements, such as fiscal monitoring of Subrecipients, please reference the document titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:" (2 Code of Federal Regulation CFR 200).

Email submission of invoices, electronic reports, and deliverables is encouraged. However, original hardcopy of the A-19 is required and shall be mailed to the District.

Upon expiration of the Agreement, any claim for payment not already made shall be submitted to the District within 20 days after the expiration date.

8. **Independent Capacity:** Subrecipient and its employees or agents who are engaged in the performance of this Agreement shall continue to be employees or agents of Subrecipient and shall not be considered to be employees or agents of the District for any purpose.
9. **Rights in Data:** Unless otherwise provided, data which originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright act of 1976 and shall be owned by the District. Data shall include, but not limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The District maintains all rights to the license to publish, translate, reproduce, modify, deliver, dispose of the data, and to authorize others to do so.
10. **Indemnification:** Subrecipient shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Subrecipient in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District. However, that in the case of negligence of both the District and the Subrecipient, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Solely for the purposes of this provision, Subrecipient 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.
11. **Insurance:** Subrecipient shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Subrecipient, its agents, representatives, or employees.

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

A. Minimum Scope of Insurance

Subrecipient shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The District shall be named as an insured under

Subrecipient's Commercial General Liability insurance policy with respect to the work performed for the District.

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

B. Minimum Amounts of Insurance

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

12. **Safeguarding of Information and Privacy:** The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as 45 CFR Parts 160 and 164 and any other applicable federal and state statutes and regulations. Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Subrecipient agrees not to release, divulge, publish, transfer, sell or otherwise make known to

unauthorized persons personal information without the express written consent of the agency or as provided by law.

Subrecipient agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to personal information. Any unauthorized access or use of confidential information must be reported to the District Privacy Officer at (360) 728-2232. The notification must be made in the most expedient time possible (usually within 24 hours of discovery) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

The District reserves the right to monitor, audit, or investigate the use of personal information collected, used, or acquired by Subrecipient through this Agreement. The monitoring, auditing, or investigating may include but is not limited to “salting” by the District. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

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

13. **Records Retention and Inspection:** The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to the inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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

14. **Written Policies and Procedures/Documents on File:** Written policies and procedures, consistent with federal and state regulations, as applicable, will be kept on file in the office of the Subrecipient and available for review at the request of District staff. Such policies and procedures will include, but not be limited to, as appropriate:

- Job Descriptions
- Confidentiality Policy
- Community Needs Assessment
- 5-Year Regional Strategic Plan (includes biennial work plan)

Special Instructions:

- a. Subrecipient must conduct criminal background checks for those staff, volunteer, contractor, or subcontractor working directly with youth (ages 0-17).

- b. Subrecipient must prohibit any staff, volunteer, contractor, or subcontractor with a felony conviction related to their duties from supervising and interacting with minors while performing the duties of this Agreement. This requirement is consistent with existing RCW 9.96A.020.

In addition, Subrecipient will keep on file and make available for review by District staff documents consistent with federal and state regulations that will include but are not limited to the latest agency audit and Subrecipient agreements. Subrecipient will include these requirements in all approved subcontracts.

15. **Required Reports:** Subrecipient will submit required reports using required forms according to procedures issued by the District.

Subrecipient will be obligated to submit required reports after the close of the contract period, during the transfer of obligations to another contractor, or upon termination of the contract for any reason.

Subrecipient will include all requirements listed above in all approved subcontracts.

Due dates outside the Budget Period are for reporting only. Subrecipient may not bill for work done outside the Budget Period.

16. **Statutory and Regulatory Compliance:** Subrecipient shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.
17. **Compliance with State and Federal Confidentiality Laws:** Subrecipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of RCW 70.02, RCW 42.56, the Health Information Portability and Accountability Act, commonly known as HIPAA, or any regulations enacted pursuant to its provisions. An excerpt of certifications and assurances is herein attached as **ATTACHMENT D**.
18. **Certification Regarding Suspension and Debarment:** Subrecipient, by completing and returning to the District the “Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form,” and completing, signing and returning to the District the “Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion for Lower Tier Covered Transactions” form, (to be supplied to lower tier participants; see **ATTACHMENT E**), certifies that it is not debarred, suspended, or proposed for debarment by any federal agency.
19. **Federal Funding Restrictions and Limitations:** Please see **ATTACHMENTS A and B** for restrictions and limitations.
20. **Suspension of Performance and Resumption of Performance:** In the event contract funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the District may give notice to Subrecipient to suspend performance as an alternative to termination. The District may elect to give written notice to Subrecipient to suspend performance when the District determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may occur by facsimile or email to Subrecipient’s representative. Subrecipient shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance, each party may

inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When the District determines that the funding insufficiency is resolved, the District may give Subrecipient written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Subrecipient will give written notice to the District as to whether it can resume performance, and if so, the date upon which it agrees to resume performance. If Subrecipient gives notice to the District that it cannot resume performance, the parties agree that the Agreement will be terminated retroactive to the original date of termination. If the date Subrecipient gives notice it can resume performance is not acceptable to the District, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to the District, the parties agree that the Agreement will be terminated retroactive to the original date of termination.

21. **Non-Discrimination:** Subrecipient 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.
22. **Waiver:** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under his Agreement unless stated to be such in writing, signed by an authorized representative of the party and attached to the original Agreement.
23. **Assignment:** The work to be provided under this Agreement and any claim arising thereunder, is not assignable or delegable by either party in whole or in part without the express prior written consent of the District, which consent shall not be unreasonably withheld.
24. **Amendments and Changes in Work:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.

In the event of any errors or omissions by Subrecipient in the performance for any work required under this Agreement, Subrecipient will make all necessary corrections without additional compensation. All work submitted by Subrecipient will be certified by Subrecipient and checked by Subrecipient for errors and omissions. Subrecipient will continue to be responsible for the accuracy of work even after the work is accepted by the District.

25. **Termination:** This Agreement may be terminated by either party upon giving at least 30 days advance written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
26. **Termination for Cause:** If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved part to the other.

27. **Termination 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.
28. **Choice of Law:** This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and applicable federal laws, both as to its interpretation and performance. The provisions of this Agreement shall be construed to conform to those laws. 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.
29. **Dispute Resolution:** In the event that a dispute or conflict arises under the Agreement that the Parties are unable to resolve with good faith efforts, they shall allow the dispute to be decided by a Dispute Panel in the following manner: A Mediator shall be mutually appointed by both parties, and each party shall appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the Parties hereto. The Parties shall equally share the costs, if any, for the services of the Dispute Panel.
30. **Severability:** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
31. **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, Waiver, Records Inspection and Retention, and Severability.
32. **Subcontracting:** Subrecipient shall not enter into subcontracts for any of the work contemplated under this Agreement without prior written approval of the District. In no event shall the existence of the subcontract operate to release or reduce the liability of Subrecipient to the Department for any breach in the performance of Subrecipient's duties. This clause does not include contracts of employment between Subrecipient and personnel assigned to work under this Agreement.

Subrecipient is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. Subrecipient agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the District or as provided by law.

If at any time during the progress of the work, the District determines in its sole judgment that any contractor is incompetent, the District shall notify Subrecipient, and Subrecipient shall take immediate steps to terminate its Subrecipient's involvement in the work. The rejection or approval by the District of any Subrecipient or the termination of a Subrecipient shall not relieve Subrecipient of any of its responsibilities under the Agreement, nor be the basis for additional charges to the District.

33. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding its subject matter. Any oral or written representations not expressly incorporated in this Agreement are specifically excluded.

KITSAP PUBLIC HEALTH DISTRICT

By: _____
Keith Grellner, Administrator

Date: _____

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
Kate Dean, BOCC Chair

Date: _____

Approved as to Form:

**Philip Hunsucker, Chief Civil Deputy
Prosecutor**

ATTEST:

Carolyn Gallaway, Clerk of the Board

Funding Source
Program: CH Contract/Grant: DOH Con Con CLH18248 (KPHD 1749)

ATTACHMENT A – COMMERCIAL TOBACCO PREVENTION PROGRAM
Scope of Work and Budget
Jefferson County Public Health
July 1, 2021 – December 31, 2021

As a subrecipient of KPHD under the Washington Department of Health funded *Youth Cannabis & Commercial Tobacco Prevention Program (YCCTPP)*, Jefferson County agrees to the following activities for Commercial Tobacco Prevention funded in full or part by the associated budget.

Activity	
Planning	Participate in statewide commercial tobacco prevention coalition meetings as established.
Implementation	<p><i>2021-2022 DOH Regional Requirements:</i></p> <ol style="list-style-type: none"> 1. In collaboration with priority population contractors, engage and educate internal and external decision makers, stakeholders, and community leaders about: <ol style="list-style-type: none"> a. The value of local control in preventing initiation and continued use of commercial tobacco products that lead to tobacco-related health issues and health disparities. b. The value of a comprehensive tobacco prevention program to prevent the initiation of commercial tobacco product use among youth and young adults. c. Evidence-based and promising policy options to address the appeal of commercial tobacco products to youth and young adults, including the impact of commercial tobacco product flavors (including menthol) on youth initiation and use. 2. Build or enhance partnerships with youth-serving organizations and local champions (including identifying youth champions) to collaborate on youth access and industry marketing interventions. 3. Plan and conduct a minimum of one meeting with the prevention-intervention lead at your region's Educational Service District to establish a connection, build relationships, and share resources. 4. Promote the Washington State Quitline and self-help options for TUDT (Tobacco Use, Dependence, Treatment), including 2Morrow Health app (doh.wa.gov/quit) and This is Quitting (doh.wa.gov/vapefreewa), to people who use commercial tobacco. 5. In collaboration with CTPP, incorporate 2022-2022 Centers for Disease Control and Prevention (CDC) (e.g., Tips® campaign) materials into agency communications, and report efforts in a template provided by the CTPP as part of the monthly reporting requirement. 6. Disseminate TUDT resources provided by CTPP and/or developed locally to community-based organizations, centers, and networks supporting disparately affected communities that address emerging tobacco/e-

	<p>cigarettes and are culturally & linguistically appropriate, trauma-informed, & equity-based.</p> <ol style="list-style-type: none"> Respond to technical assistance requests and needs from local agencies and organizations interested in adopting and/or that have adopted voluntary smoke-free and vape-free campus and/or organizational policies; technical assistance requests to colleges/universities on the adoption and implementation of tobacco- and vape-free campuses; and to technical assistance to multi-unit housing organizations, landlords, and residents on smoke- and/or vape-free policies. Plan and implement public relations/earned media efforts (i.e. press releases, social media) utilizing national media campaigns to prevent youth initiation and support cessation. <p>Specific Jefferson County activities are described in the 2021-2022 CTPP workplan. Workplans are subject to change. Any changes will be approved by both parties.</p>
Monitoring and Reporting	Monitor progress for each activity as appropriate; submit monthly narrative and data reports as requested by KPHD on the 5 th of every month.
Midterm Evaluation	By February 1, 2022 report progress to CTPP Regional Coordinator. If needed, adjust activities to ensure spend down. Conduct a mid-year workplan reevaluation.
Calls/Meetings	Participate in monthly conference call with KPHD and attend webinars as scheduled; respond to correspondences related to CTPP from the Department of Health; respond to activity assessments/surveys administered by KPHD as appropriate per scope of work.
Invoicing	Submit monthly invoices by the 20 th of the month following the month in which costs were incurred, except for the Final Expenditure Report and Request for Reimbursement in each federal fiscal year (due July 1, 2022). Invoices must include supporting documentation such as timecards for staff time and copies of invoices paid for goods and services.

Budget July 1, 2021 – December 31, 2021

	<i>Cost</i>	<i>Description</i>
Staff Salary	3645.36	
Benefits	1383.56	
Indirect	1230.08	
Goods & Services		
Mileage		
Travel/Training		
Total Jefferson	6259.00	

Funding Source

Chart of Accounts Program Name or Title	CFDA#	BARS Code	7/1/21- 12/31/21
FFY21 Tobacco-Vape Prev Comp 1 (CDC)	93.387	333.93.38	\$6,259
Total to Jefferson			\$6,259

Subrecipient DUNS Number: 184826790
Subrecipient Indirect Rate: 24.26% of salary
Research and Development: No

Federal Funding Accountability and Transparency Act (FFATA): The Statement of Work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA) or the Transparency Act. The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent. To comply with this act and to be eligible to perform the activities in this statement of work, the Local Health Jurisdiction (LHJ) must have a Data Universal Numbering System (DUNS) number. Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Federal Funding Restrictions and Limitations:

- a. Recipient may not use federal funds for lobbying.
- b. Recipient may not use funds for research.
- c. Recipient may not use funds for clinical care.
- d. Recipient may not use funds to supplant existing state funding or to supplant funds from federal or state sources.
- e. Recipient may use funds only for reasonable program purposes, including personnel, travel, supplies, and sources.
- f. Recipient are the direct and primary recipients in a cooperative agreement program and must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- g. Recipient are generally not allowed to use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- h. Recipient may not be reimbursed for pre-award costs.

- i. Recipient may only use funds for evidence-based tobacco control interventions, strategies, and activities.
- j. Recipient may not use funds to provide direct cessation services or other direct services other than those through evidence-based quit line services.
- k. Recipient may not use funds to purchase nicotine replacement therapy or other products used for cessation.
- l. Recipient may not use funds to purchase K-12 school curricula.
- m. Recipient may not use funds for construction.

ATTACHMENT B – YOUTH MARIJUANA PREVENTION
Scope of Work and Budget
Jefferson County Public Health
July 1, 2021 – December 31, 2021

As a subrecipient of KPHD under the Washington State funded *Youth Cannabis & Commercial Tobacco Prevention Program (YCCTPP)*, Jefferson County agrees to the following Youth Marijuana Prevention activities funded in full or part by the associated budget.

Activity	
Planning	<p>Participate in Regional Network, hold a position on the Strategic Planning Team. As a member of the Strategic Planning Team, help to:</p> <ol style="list-style-type: none"> 1. Update the 2022-2023 Olympic Region YMPEP Needs Assessment, including the Community Readiness Assessment. 2. Update the 2022-2023 Olympic Region YMPEP Strategic Plan, per DOH guidance.
Education	Participate in a minimum of one skill enhancement opportunity per month.
Implementation	<ol style="list-style-type: none"> 1. <i>2021-2022 DOH Approved Regional Strategies:</i> <ul style="list-style-type: none"> • PSE Priority 1: Local Laws & Ordinances • PSE Priority 2: Community Norms • PSE Priority 3: Retailer Consumer Education • PSE Priority 4: Health Care Policy & Procedures 2. Specific Jefferson County activities are described in the 2021-2022 YMPEP workplan. Work plans are subject to change. Any changes will be approved by both parties. 3. Participate in statewide collaboration on the strategies listed above. More detail for how to participate is listed within work plan.
Monitoring and Reporting	Monitor progress for each activity as appropriate; submit monthly narrative and data reports as requested by KPHD on the 5 th of every month.
Calls/Meetings	Participate in monthly check-in call with regional lead. Attend and participate in Regional Network and Planning Team meetings; review correspondences related to YMPEP; respond to activity assessments/surveys administered by KPHD as appropriate per scope of work. Attend at least one statewide All-Providers Meeting or Practice Collaborative Meeting.
Mid-Year Evaluation	By February 1, 2022 report progress to YMPEP Regional Coordinator. If needed, adjust activities to ensure spend down. Conduct a work plan reevaluation.
Invoicing	Submit monthly invoices by the 20 th of the month following the month in which costs were incurred, except for the Final Expenditure Report and Request for Reimbursement in each federal fiscal year (due July 1, 2022). Invoices must include supporting documentation such as timecards for staff time and copies of invoices paid for goods and services.

Budget July 1, 2021 – December 31, 2021

	<i>Cost</i>	<i>Description</i>
Staff Salary	\$7,039	
Benefits	\$3,139	
Goods & Services	\$7,664	Materials to implement Peer-2-Peer program; informational material for targeted Jefferson County residents to address low readiness ratings
Training/Travel	\$750	Travel to the 4 school districts for meetings; travel for quarterly regional meetings
Indirect	\$2,530	
Total Jefferson	\$21,122	


Funding Source

Chart of Accounts Program Name or Title	CFDA #	BARS Code	7/1/21-12/31/21
SFY22 Marijuana Tobacco Edu	n/a	334.04.93	\$21,122

Community Resources: Subrecipient shall make a reasonable and ongoing effort, throughout the period of performance, to secure and/or leverage resources from private and public entities to supplement the administrative, operational, and implementation costs under this program. Documentation of any collaborative efforts and securing of resources that benefit this project shall be kept current and on file in the office of the Subcontractor and be available for review upon request by District staff.

Funding Restrictions and Limitations:

- a. Recipient may not use funds for research.
- b. Recipient may not use funds for clinical care.
- c. Recipient may only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual.
- d. Recipient may not generally use funding for the purchase of furniture or equipment. However, if equipment purchase is integral to a selected strategy, it will be considered. Any such proposed spending must be identified in the budget and approved by the District.
- e. Recipient may not use funding for construction.
- f. Recipient must comply with District guidance on food, incentives and use of District or DOH logo outlined in YMPEP Regional Implementation Guide and should not exceed federal per diem rates.
- g. Reimbursement of pre-award costs is not allowed.

FORM A 19-1A (Rev. 1/91)				STATE OF WASHINGTON INVOICE VOUCHER		EXHIBIT C Page A-11																	
														AGENCY NO.		LOCATION CODE		P.R. OR AUTH NO.					
AGENCY NAME														INSTRUCTION TO VENDOR OR CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item. VENDOR'S CERTIFICATE. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination on the grounds of race, creed, color, national origin, sex, or age.									
Kitsap Public Health District Attn: Melissa Laird 345 6th St, Suite 300 Bremerton, WA 98337-1866																							
VENDOR OR CLAIMANT (Warrant is to be payable to)														BY (DATE)									
FEDERAL I.D. NO. OR SOCIAL SECURITY NO.										RECEIVED BY				DATE RECEIVED									
DATE		DESCRIPTION						QUANTITY		UNIT	UNIT PRICE		AMOUNT		FOR AGENCY USE								
		Services provided in performance of contract																					
		Billing period: to																					
		Total Tobacco Expenses																					
		YMPEP Expenses																					
		TOTAL DUE:											\$ -										
PREPARED BY				TELEPHONE NUMBER				DATE		AGENCY APPROVAL						DATE							
DOC. DATE		PMT DUE DATE		CURRENT DOC. NO.				REF. DOC. NO.		VENDOR NUMBER		VENDOR MESSAGE USE TAX				UBI NUMBER							
REF	TRAN	M	FUND	MASTER INDEX		SUB	SUB	WKCLAS	COUNT	CITY	SUB	PROJ	AMOUNT	INVOICE NUMBER									
DOC	CODE	D		APPN	PROGRAM	SUB	SUB	ORG	BDGT	UNIT	MOS	PRJT	SUB	PROJ	PHAS								
SUF				INDEX	INDEX	OBJ		INDEX	ALLOC														
ACCOUNTING APPROVAL FOR PAYMENT										DATE				WARRANT TOTAL		WARRANT NO.							

ATTACHMENT D HIPAA BUSINESS ASSOCIATE AGREEMENT

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

Section I: Purpose

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

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

Section II. Definitions

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

Specific Definitions:

1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to this Agreement shall mean Clallam County Health & Human Services.
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 June 30, 2022 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.

FEDERAL COMPLIANCE AND STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES

In the event federal funds are included in this agreement, added by future amendment(s), or redistributed between fund sources resulting in the provision of federal funds, the following sections apply: I. Federal Compliance and II. Standard Federal Assurances and Certifications. In the instance of inclusion of federal funds as a result of an amendment, the Contractor may be designated as a subrecipient and the effective date of the amendment shall also be the date at which these requirements go

- I. FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. (Refer to Catalog of Domestic Assistance number(s) cited in the "Payment" section of this contract for requirements specific to that fund source.) For clarification regarding any of these elements or details specific to the federal funds in this contract, contact:

Compliance and Internal Control Officer
Office of Financial Services
Department of Health
Post Office Box 47901
Olympia, Washington 98504-7901

- 1. UNIFORM ADMINISTRATIVE GUIDANCE** – The Uniform Administrative Guidance (Supercircular) became effective December 26, 2014 and combines numerous OMB Circulars into one document. This document establishes requirements which govern expenditure of federal funds. These requirements apply to the Department of Health, as the primary recipient of federal funds, and then follow the funds to the subrecipient. The Uniform Administrative Guidance provides the applicable administrative requirements, cost principles and audit requirements are identified by subrecipient organization type.

COMPLIANCE MATRIX

OMB CIRCULAR			
ENTITY TYPE	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments & Governmental Hospitals	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F
Non-Profit Organizations	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F
Hospitals	2 CFR 200 Subpart D	45 CFR 74 Appendix E	2 CFR 200 Subpart F
Colleges or Universities & Affiliated Hospitals	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F

2. **CITIZENSHIP/ALIEN VERIFICATION/DETERMINATION** - The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements. Exemptions from the determination/verification requirement is afforded the following programs offered by the Department of Health: Family Planning, Breast & Cervical Health Program (BCHP), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), WIC Farmers Market Program, Immunization Programs, and Ryan White CARE Act programs and other communicable disease treatment and diagnostic programs.
 3. **CIVIL RIGHTS AND NONDISCRIMINATION** - During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.).
 4. **SINGLE AUDIT ACT** - A subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Uniform Administrative Guidance (subpart F) as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of 2 CFR 200 Subpart F
- II. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Department of Health.

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- B. have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection 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 statements, or receiving stolen property;
- C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions* in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about
 - i. The dangers of drug abuse in the workplace;
 - ii. The contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

- iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;
- D. Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will—
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- F. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (ii), with respect to any employee who is so convicted—
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, DOH has designated the following central point for receipt of such notices:

Compliance and Internal Control Officer
Office of Grants Management
WA State Department of Health
PO Box 47905
Olympia, WA 98504-7905

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non- Federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- A. 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 any 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.
- B. If any funds other than Federally 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 of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- C. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, 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, 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.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the prospective contractor is providing the certification set out below.

- A. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- C. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOH.
- F. The prospective contractor further agrees by submitting this contract that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction, provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOH may terminate this transaction for cause or default.

**7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**

- A. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - ii. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection 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 statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - iv. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this contract.

CONTRACTOR'S SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE

FEDERAL ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the contractor, I certify that the contractor:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the

Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the

Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

CONTRACTOR'S SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE

PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
And
KITSAP COUNTY

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

1. **Period of Performance:** The period of performance of this Agreement shall begin July 1, 2021 and be completed no later than December 31, 2021, unless terminated sooner or extended as provided for herein.
2. **Purpose:** The District requires the expertise of this Subrecipient to develop and implement coordinated tobacco, vapor product, and marijuana intervention strategies to prevent and reduce commercial tobacco, vapor, and marijuana use by youth in Kitsap County.
3. **Qualifications/Eligibility:** Subrecipient shall have the qualifications necessary to successfully complete the objectives of this Agreement. The Subrecipient hereby affirms that he/she is eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA).
4. **Statement of Work and Budget:** Subrecipient shall furnish the necessary personnel, equipment material, and / or services and otherwise do all things necessary for or incidental to the performance of the work set forth in **ATTACHMENT A and ATTACHMENT B**, attached hereto and incorporated herein. **ATTACHMENT A** contains the Scope of Work and Budget concerning commercial tobacco and vaping prevention activities. **ATTACHMENT B** contains the Scope of Work and Budget for marijuana prevention activities.
5. **Compensation:** This Agreement is funded by state and federal funds. The District agrees to pay Subrecipient a total sum of \$13,065 in state funds during the Agreement. The District shall reimburse Subrecipient for travel as applicable at the federally approved rate. Compensation will be based on invoices submitted by Subrecipient itemizing a detailed description of services performed per the agreed upon Scopes of Work and Budgets set forth respectively in **ATTACHMENTS A and B**.

Subrecipient shall submit a Monthly Expenditure Report and Request for Reimbursement (Form A-19) invoice voucher, hereto attached and herein incorporated as **ATTACHMENT C**, to the District for payment.

6. **Performance Requirements and Notices:** The assigned District staff shall monitor the performance of this Agreement, approve billings submitted by Subrecipient, and determine the acceptability of any reports provided by Subrecipient. District staff shall provide and facilitate assistance and guidance to Subrecipient as necessary.

The District reserves the right to conduct periodic performance and billing reviews after the execution of this Agreement in order to evaluate unspent/unclaimed funds. The District reserves for itself the authority to reallocate funding pending the outcome of such a review.

Subrecipient shall send programmatic communications, such as reports, via the communication method established by the District. Formal notices pursuant to this Agreement shall be sent to the staff responsible for project coordination as follows:

If to the District:

Kitsap Public Health District

Attn: Yolanda Fong

345 6th Street, Suite 300

Bremerton, WA 98337

(360) 728-2275

Yolanda.Fong@kitsappublichealth.org

If to the Subrecipient:

Kitsap County

Attn: Laura Hyde

614 Division St. MS-23

Port Orchard, WA 98366

(360) 337-4879

lh Hyde@co.kitsap.wa.us

7. **Special Billing Requirements:** Billings to the District shall be submitted no more frequently than every 30 days, and shall be quarterly at a minimum. Billings for services on a monthly fraction of the budget will not be accepted or approved. Billings shall be sent to:

Kitsap Public Health District

Melissa Laird

345 6th Street, Suite 300

Bremerton, WA 98337

(360) 728-2283

Authorized and allowable program expenditures will be reimbursed upon receipt and approval of the monthly A-19 must be provided to the District by the 20th of each month in order to receive reimbursement for the previous month. If the District does not receive the A-19 by the 20th of the month with the required deliverables, the District may withhold approval and payment at its discretion.

The District will pay Subrecipient all allowable costs incurred as evidenced by proper invoice of Subrecipient submitted to the District on a timely basis, insofar as those allowable and allocable costs do not exceed the amount appropriated or otherwise available for such purposes as stated herein or in subsequent amendments.

Backup documentation will be provided to the District with invoice. Backup documentation can include, but is not limited to: receipts, invoices, billing records, work orders, positive time and attendance records (timesheets), travel vouchers and accounting expense reports.

Failure to provide the required information may result in nonpayment of invoices or termination of this Agreement.

This is a subrecipient contract. All expenditures incurred, and reimbursements made for performance under this Agreement will be based on actual allowable costs. Costs can include direct labor, direct material, and other direct costs specific to the performance of activities or achievement of deliverables under this Agreement. Unexpended funds in each fiscal year may not be carried forward into the new budget period unless otherwise approved by the District.

For information in determining allowable costs, indirect rates and pass through agency requirements, such as fiscal monitoring of Subrecipients, please reference the document titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:" (2 Code of Federal Regulation CFR 200).

Email submission of invoices, electronic reports, and deliverables is encouraged. However, original hardcopy of the A-19 is required and shall be mailed to the District.

Upon expiration of the Agreement, any claim for payment not already made shall be submitted to the District within 20 days after the expiration date.

8. **Independent Capacity:** Subrecipient and its employees or agents who are engaged in the performance of this Agreement shall continue to be employees or agents of Subrecipient and shall not be considered to be employees or agents of the District for any purpose.
9. **Rights in Data:** Unless otherwise provided, data which originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright act of 1976 and shall be owned by the District. Data shall include, but not limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The District maintains all rights to the license to publish, translate, reproduce, modify, deliver, dispose of the data, and to authorize others to do so.
10. **Indemnification:** Subrecipient shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Subrecipient in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District. However, that in the case of negligence of both the District and the Subrecipient, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Solely for the purposes of this provision, Subrecipient 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.
11. **Insurance:** Subrecipient shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Subrecipient, its agents, representatives, or employees.

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

A. Minimum Scope of Insurance

Subrecipient shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The District shall be named as an insured under

Subrecipient's Commercial General Liability insurance policy with respect to the work performed for the District.

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

B. Minimum Amounts of Insurance

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

12. **Safeguarding of Information and Privacy:** The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as 45 CFR Parts 160 and 164 and any other applicable federal and state statutes and regulations. Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Subrecipient agrees not to release, divulge, publish, transfer, sell or otherwise make known to

unauthorized persons personal information without the express written consent of the agency or as provided by law.

Subrecipient agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to personal information. Any unauthorized access or use of confidential information must be reported to the District Privacy Officer at (360) 728-2232. The notification must be made in the most expedient time possible (usually within 24 hours of discovery) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

The District reserves the right to monitor, audit, or investigate the use of personal information collected, used, or acquired by Subrecipient through this Agreement. The monitoring, auditing, or investigating may include but is not limited to “salting” by the District. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

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

13. **Records Retention and Inspection:** The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to the inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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

14. **Written Policies and Procedures/Documents on File:** Written policies and procedures, consistent with federal and state regulations, as applicable, will be kept on file in the office of the Subrecipient and available for review at the request of District staff. Such policies and procedures will include, but not be limited to, as appropriate:

- Job Descriptions
- Confidentiality Policy
- Community Needs Assessment
- 5-Year Regional Strategic Plan (includes biennial work plan)

Special Instructions:

- a. Subrecipient must conduct criminal background checks for those staff, volunteer, contractor, or subcontractor working directly with youth (ages 0-17).

- b. Subrecipient must prohibit any staff, volunteer, contractor, or subcontractor with a felony conviction related to their duties from supervising and interacting with minors while performing the duties of this Agreement. This requirement is consistent with existing RCW 9.96A.020.

In addition, Subrecipient will keep on file and make available for review by District staff documents consistent with federal and state regulations that will include but are not limited to the latest agency audit and Subrecipient agreements. Subrecipient will include these requirements in all approved subcontracts.

15. **Required Reports:** Subrecipient will submit required reports using required forms according to procedures issued by the District.

Subrecipient will be obligated to submit required reports after the close of the contract period, during the transfer of obligations to another contractor, or upon termination of the contract for any reason.

Subrecipient will include all requirements listed above in all approved subcontracts.

Due dates outside the Budget Period are for reporting only. Subrecipient may not bill for work done outside the Budget Period.

16. **Statutory and Regulatory Compliance:** Subrecipient shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.
17. **Compliance with State and Federal Confidentiality Laws:** Subrecipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of RCW 70.02, RCW 42.56, the Health Information Portability and Accountability Act, commonly known as HIPAA, or any regulations enacted pursuant to its provisions. An excerpt of certifications and assurances is herein attached as **ATTACHMENT D**.
18. **Certification Regarding Suspension and Debarment:** Subrecipient, by completing and returning to the District the “Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form,” and completing, signing and returning to the District the “Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion for Lower Tier Covered Transactions” form, (to be supplied to lower tier participants; see **ATTACHMENT E**), certifies that it is not debarred, suspended, or proposed for debarment by any federal agency.
19. **Federal Funding Restrictions and Limitations:** Please see **ATTACHMENTS A and B** for restrictions and limitations.
20. **Suspension of Performance and Resumption of Performance:** In the event contract funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the District may give notice to Subrecipient to suspend performance as an alternative to termination. The District may elect to give written notice to Subrecipient to suspend performance when the District determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may occur by facsimile or email to Subrecipient’s representative. Subrecipient shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance, each party may

inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When the District determines that the funding insufficiency is resolved, the District may give Subrecipient written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Subrecipient will give written notice to the District as to whether it can resume performance, and if so, the date upon which it agrees to resume performance. If Subrecipient gives notice to the District that it cannot resume performance, the parties agree that the Agreement will be terminated retroactive to the original date of termination. If the date Subrecipient gives notice it can resume performance is not acceptable to the District, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to the District, the parties agree that the Agreement will be terminated retroactive to the original date of termination.

21. **Non-Discrimination:** Subrecipient 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.
22. **Waiver:** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under his Agreement unless stated to be such in writing, signed by an authorized representative of the party and attached to the original Agreement.
23. **Assignment:** The work to be provided under this Agreement and any claim arising thereunder, is not assignable or delegable by either party in whole or in part without the express prior written consent of the District, which consent shall not be unreasonably withheld.
24. **Amendments and Changes in Work:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.

In the event of any errors or omissions by Subrecipient in the performance for any work required under this Agreement, Subrecipient will make all necessary corrections without additional compensation. All work submitted by Subrecipient will be certified by Subrecipient and checked by Subrecipient for errors and omissions. Subrecipient will continue to be responsible for the accuracy of work even after the work is accepted by the District.

25. **Termination:** This Agreement may be terminated by either party upon giving at least 30 days advance written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
26. **Termination for Cause:** If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved part to the other.

27. **Termination 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.
28. **Choice of Law:** This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and applicable federal laws, both as to its interpretation and performance. The provisions of this Agreement shall be construed to conform to those laws. 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.
29. **Dispute Resolution:** In the event that a dispute or conflict arises under the Agreement that the Parties are unable to resolve with good faith efforts, they shall allow the dispute to be decided by a Dispute Panel in the following manner: A Mediator shall be mutually appointed by both parties, and each party shall appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the Parties hereto. The Parties shall equally share the costs, if any, for the services of the Dispute Panel.
30. **Severability:** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
31. **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, Waiver, Records Inspection and Retention, and Severability.
32. **Subcontracting:** Subrecipient shall not enter into subcontracts for any of the work contemplated under this Agreement without prior written approval of the District. In no event shall the existence of the subcontract operate to release or reduce the liability of Subrecipient to the Department for any breach in the performance of Subrecipient's duties. This clause does not include contracts of employment between Subrecipient and personnel assigned to work under this Agreement.

Subrecipient is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. Subrecipient agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the District or as provided by law.

If at any time during the progress of the work, the District determines in its sole judgment that any contractor is incompetent, the District shall notify Subrecipient, and Subrecipient shall take immediate steps to terminate its Subrecipient's involvement in the work. The rejection or approval by the District of any Subrecipient or the termination of a Subrecipient shall not relieve Subrecipient of any of its responsibilities under the Agreement, nor be the basis for additional charges to the District.

33. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding its subject matter. Any oral or written representations not expressly incorporated in this Agreement are specifically excluded.

KITSAP PUBLIC HEALTH DISTRICT

KITSAP COUNTY

By: _____
Keith Grellner, Administrator

By: Board of County Commissioners
Kitsap County, Washington

Date: _____

Robert Gelder, Chair

Edward E. Wolfe, Commissioner

Charlotte Garrido, Commissioner

Date: _____

ATTEST:

Dana Daniels, Clerk of the Board

Funding Source
Program: CH Contract/Grant: DOH Con Con CLH18248 (KPHD 1749)

ATTACHMENT A – COMMERCIAL TOBACCO PREVENTION PROGRAM
Scope of Work and Budget
Kitsap County Human Services
July 1, 2021 – December 31, 2021

As a subrecipient of KPHD under the Washington Department of Health funded *Youth Cannabis & Commercial Tobacco Prevention Program (YCCTPP)*, Kitsap County agrees to the following activities for Commercial Tobacco Prevention funded in full or part by the associated budget.

Activity	
Planning	Participate in statewide commercial tobacco prevention coalition meetings as established.
Implementation	<p><i>2021-2022 DOH Regional Requirements:</i></p> <ol style="list-style-type: none"> 1. In collaboration with priority population contractors, engage and educate internal and external decision makers, stakeholders, and community leaders about: <ol style="list-style-type: none"> a. The value of local control in preventing initiation and continued use of commercial tobacco products that lead to tobacco-related health issues and health disparities. b. The value of a comprehensive tobacco prevention program to prevent the initiation of commercial tobacco product use among youth and young adults. c. Evidence-based and promising policy options to address the appeal of commercial tobacco products to youth and young adults, including the impact of commercial tobacco product flavors (including menthol) on youth initiation and use. 2. Build or enhance partnerships with youth-serving organizations and local champions (including identifying youth champions) to collaborate on youth access and industry marketing interventions. 3. Plan and conduct a minimum of one meeting with the prevention-intervention lead at your region's Educational Service District to establish a connection, build relationships, and share resources. 4. Promote the Washington State Quitline and self-help options for TUDT (Tobacco Use, Dependence, Treatment), including 2Morrow Health app (doh.wa.gov/quit) and This is Quitting (doh.wa.gov/vapefreewa), to people who use commercial tobacco. 5. In collaboration with CTPP, incorporate 2022-2022 Centers for Disease Control and Prevention (CDC) (e.g., Tips® campaign) materials into agency communications, and report efforts in a template provided by the CTPP as part of the monthly reporting requirement. 6. Disseminate TUDT resources provided by CTPP and/or developed locally to community-based organizations, centers, and networks supporting disparately affected communities that address emerging tobacco/e-

	<p>cigarettes and are culturally & linguistically appropriate, trauma-informed, & equity-based.</p> <ol style="list-style-type: none"> 7. Respond to technical assistance requests and needs from local agencies and organizations interested in adopting and/or that have adopted voluntary smoke-free and vape-free campus and/or organizational policies; technical assistance requests to colleges/universities on the adoption and implementation of tobacco- and vape-free campuses; and to technical assistance to multi-unit housing organizations, landlords, and residents on smoke- and/or vape-free policies. 8. Plan and implement public relations/earned media efforts (i.e. press releases, social media) utilizing national media campaigns to prevent youth initiation and support cessation. <p>Specific Kitsap County activities are described in the 2021-2022 CTPP workplan. Workplans are subject to change. Any changes will be approved by both parties.</p>
Monitoring and Reporting	Monitor progress for each activity as appropriate; submit monthly narrative and data reports as requested by KPHD on the 5 th of every month.
Midterm Evaluation	By February 1, 2022 report progress to CTPP Regional Coordinator. If needed, adjust activities to ensure spend down. Conduct a mid-year workplan reevaluation.
Calls/Meetings	Participate in monthly conference call with KPHD and attend webinars as scheduled; respond to correspondences related to CTPP from the Department of Health; respond to activity assessments/surveys administered by KPHD as appropriate per scope of work.
Invoicing	Submit monthly invoices by the 20 th of the month following the month in which costs were incurred, except for the Final Expenditure Report and Request for Reimbursement in each federal fiscal year (due July 1, 2022). Invoices must include supporting documentation such as timecards for staff time and copies of invoices paid for goods and services.

Budget July 1, 2021 – December 31, 2021

	<i>Cost</i>	<i>Description</i>
Staff Salary	3,888.30	92 hours
Benefits	375.00	
Indirect	473.70	10% total
Goods & Services		
Mileage		
Travel/Training		
Total Kitsap	4,737.00	

Funding Source

Chart of Accounts Program Name or Title	CFDA#	BARS Code	7/1/21-12/31/21
Youth Tobacco Prevention (YTVPP)	n/a	334.04.93	\$4,737
Total to Kitsap			\$4,737

Subrecipient DUNS Number: 071855191
Subrecipient Indirect Rate: 10% de minimus
Research and Development: No

Federal Funding Accountability and Transparency Act (FFATA): The Statement of Work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA) or the Transparency Act. The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent. To comply with this act and to be eligible to perform the activities in this statement of work, the Local Health Jurisdiction (LHJ) must have a Data Universal Numbering System (DUNS) number. Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Federal Funding Restrictions and Limitations:

- a. Recipient may not use federal funds for lobbying.
- b. Recipient may not use funds for research.
- c. Recipient may not use funds for clinical care.
- d. Recipient may not use funds to supplant existing state funding or to supplant funds from federal or state sources.
- e. Recipient may use funds only for reasonable program purposes, including personnel, travel, supplies, and sources.
- f. Recipient are the direct and primary recipients in a cooperative agreement program and must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- g. Recipient are generally not allowed to use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- h. Recipient may not be reimbursed for pre-award costs.

- i. Recipient may only use funds for evidence-based tobacco control interventions, strategies, and activities.
- j. Recipient may not use funds to provide direct cessation services or other direct services other than those through evidence-based quit line services.
- k. Recipient may not use funds to purchase nicotine replacement therapy or other products used for cessation.
- l. Recipient may not use funds to purchase K-12 school curricula.
- m. Recipient may not use funds for construction.

ATTACHMENT B – YOUTH MARIJUANA PREVENTION
Scope of Work and Budget
Kitsap County Human Services
July 1, 2021 – December 31, 2021

As a subrecipient of KPHD under the Washington State funded *Youth Cannabis & Commercial Tobacco Prevention Program (YCCTPP)*, Kitsap County agrees to the following Youth Marijuana Prevention activities funded in full or part by the associated budget.

<i>Activity</i>	
Planning	Participate in Regional Network, hold a position on the Strategic Planning Team. As a member of the Strategic Planning Team, help to: <ol style="list-style-type: none"> 1. Update the 2022-2023 Olympic Region YMPEP Needs Assessment, including the Community Readiness Assessment. 2. Update the 2022-2023 Olympic Region YMPEP Strategic Plan, per DOH guidance.
Education	Participate in a minimum of one skill enhancement opportunity per month.
Implementation	<ol style="list-style-type: none"> 1. <i>2021-2022 DOH Approved Regional Strategies:</i> <ul style="list-style-type: none"> • PSE Priority 1: Local Laws & Ordinances • PSE Priority 2: Community Norms • PSE Priority 3: Retailer Consumer Education • PSE Priority 4: Health Care Policy & Procedures 2. Specific Kitsap County activities are described in the 2021-2022 YMPEP workplan. Work plans are subject to change. Any changes will be approved by both parties. 3. Participate in statewide collaboration on the strategies listed above. More detail for how to participate is listed within work plan.
Monitoring and Reporting	Monitor progress for each activity as appropriate; submit monthly narrative and data reports as requested by KPHD on the 5 th of every month.
Calls/Meetings	Participate in monthly check-in call with regional lead. Attend and participate in Regional Network and Planning Team meetings; review correspondences related to YMPEP; respond to activity assessments/surveys administered by KPHD as appropriate per scope of work. Attend at least one statewide All-Providers Meeting or Practice Collaborative Meeting.
Mid-Year Evaluation	By February 1, 2022 report progress to YMPEP Regional Coordinator. If needed, adjust activities to ensure spend down. Conduct a work plan reevaluation.
Invoicing	Submit monthly invoices by the 20 th of the month following the month in which costs were incurred, except for the Final Expenditure Report and Request for Reimbursement in each federal fiscal year (due July 1, 2022). Invoices must include supporting documentation such as timecards for staff time and copies of invoices paid for goods and services.

Budget July 1, 2021 – June 30, 2022

	<i>Cost</i>	<i>Description</i>
Staff Salary	\$5,246.64	125 Hours
Benefits	\$2,148.56	
Indirect	\$832.80	10% total
Goods & Services	\$100	
Training/Travel		
Total Kitsap	\$8,328.00	


Funding Source

Chart of Accounts ProgramName or Title	CFDA #	BARS Code	07/1/2021-12/31/2021
SFY22 Marijuana Tobacco Edu	n/a	334.04.93	\$8,328

Community Resources: Subrecipient shall make a reasonable and ongoing effort, throughout the period of performance, to secure and/or leverage resources from private and public entities to supplement the administrative, operational, and implementation costs under this program. Documentation of any collaborative efforts and securing of resources that benefit this project shall be kept current and on file in the office of the Subcontractor and be available for review upon request by District staff.

Funding Restrictions and Limitations:

- a. Recipient may not use funds for research.
- b. Recipient may not use funds for clinical care.
- c. Recipient may only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual.
- d. Recipient may not generally use funding for the purchase of furniture or equipment. However, if equipment purchase is integral to a selected strategy, it will be considered. Any such proposed spending must be identified in the budget and approved by the District.
- e. Recipient may not use funding for construction.
- f. Recipient must comply with District guidance on food, incentives and use of District or DOH logo outlined in YMPEP Regional Implementation Guide and should not exceed federal per diem rates.
- g. Reimbursement of pre-award costs is not allowed.

FORM A 19-1A (Rev. 1/91)				STATE OF WASHINGTON INVOICE VOUCHER		ATTACHMENT C Page A-11													
														AGENCY NO.		LOCATION CODE		P.R. OR AUTH NO.	
AGENCY NAME														<p>INSTRUCTION TO VENDOR OR CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.</p> <p>VENDOR'S CERTIFICATE. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination on the grounds of race, creed, color, national origin, sex, or age.</p> <p>BY _____</p> <p>_____ (DATE)</p>					
Kitsap Public Health District Attn: Melissa Laird 345 6th St, Suite 300 Bremerton, WA 98337-1866																			
VENDOR OR CLAIMANT (Warrant is to be payable to)																			
FEDERAL I.D. NO. OR SOCIAL SECURITY NO.														RECEIVED BY				DATE RECEIVED	
DATE		DESCRIPTION						QUANTITY		UNIT	UNIT PRICE		AMOUNT		FOR AGENCY USE				
		Services provided in performance of contract																	
		Billing period: to																	
		Total Tobacco Expenses																	
		YMPEP Expenses																	
		TOTAL DUE:											\$ -						
PREPARED BY				TELEPHONE NUMBER				DATE		AGENCY APPROVAL						DATE			
DOC. DATE		PMT DUE DATE		CURRENT DOC. NO.				REF. DOC. NO.		VENDOR NUMBER		VENDOR MESSAGE USE TAX				UBI NUMBER			
REF	DOC	TRANS	M	FUND	MASTER INDEX		SUB	SUB	WKCLAS	COUNT	CITY				AMOUNT	INVOICE NUMBER			
SUF		CODE	O		APPN INDEX	PROGRAM INDEX	SUB OBJ	SUB	ORG INDEX	BDGT UNIT	MOS	PRJT	SUB PROJ	PROJ PHAS					
ACCOUNTING APPROVAL FOR PAYMENT										DATE				WARRANT TOTAL		WARRANT NO.			

ATTACHMENT D

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (“Agreement”) is entered into by and between the Kitsap Public Health District (“Covered Entity”) and Kitsap County (“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 Clallam County Health & Human Services.
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 June 30, 2022 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.

ATTACHMENT E

**FEDERAL COMPLIANCE
AND STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES**

In the event federal funds are included in this agreement, added by future amendment(s), or redistributed between fund sources resulting in the provision of federal funds, the following sections apply: I. Federal Compliance and II. Standard Federal Assurances and Certifications. In the instance of inclusion of federal funds as a result of an amendment, the Contractor may be designated as a subrecipient and the effective date of the amendment shall also be the date at which these requirements go

- I. FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. (Refer to Catalog of Domestic Assistance number(s) cited in the "Payment" section of this contract for requirements specific to that fund source.) For clarification regarding any of these elements or details specific to the federal funds in this contract, contact:

Compliance and Internal Control Officer
Office of Financial Services
Department of Health
Post Office Box 47901
Olympia, Washington 98504-7901

- 1. UNIFORM ADMINISTRATIVE GUIDANCE** – The Uniform Administrative Guidance (Supercircular) became effective December 26, 2014 and combines numerous OMB Circulars into one document. This document establishes requirements which govern expenditure of federal funds. These requirements apply to the Department of Health, as the primary recipient of federal funds, and then follow the funds to the subrecipient. The Uniform Administrative Guidance provides the applicable administrative requirements, cost principles and audit requirements are identified by subrecipient organization type.

COMPLIANCE MATRIX

OMB CIRCULAR			
ENTITY TYPE	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments & Governmental Hospitals	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F
Non-Profit Organizations	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F
Hospitals	2 CFR 200 Subpart D	45 CFR 74 Appendix E	2 CFR 200 Subpart F
Colleges or Universities & Affiliated Hospitals	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F

2. **CITIZENSHIP/ALIEN VERIFICATION/DETERMINATION** - The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements. Exemptions from the determination/verification requirement is afforded the following programs offered by the Department of Health: Family Planning, Breast & Cervical Health Program (BCHP), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), WIC Farmers Market Program, Immunization Programs, and Ryan White CARE Act programs and other communicable disease treatment and diagnostic programs.
 3. **CIVIL RIGHTS AND NONDISCRIMINATION** - During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.).
 4. **SINGLE AUDIT ACT** - A subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Uniform Administrative Guidance (subpart F) as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of 2 CFR 200 Subpart F
- II. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Department of Health.

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- B. have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection 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 statements, or receiving stolen property;
- C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions* in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about
 - i. The dangers of drug abuse in the workplace;
 - ii. The contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

- iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;
- D. Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will—
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- F. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (ii), with respect to any employee who is so convicted—
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, DOH has designated the following central point for receipt of such notices:

Compliance and Internal Control Officer
Office of Grants Management
WA State Department of Health
PO Box 47905
Olympia, WA 98504-7905

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non- Federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- A. 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 any 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.
- B. If any funds other than Federally 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 of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- C. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, 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, 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.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the prospective contractor is providing the certification set out below.

- A. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- C. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOH.
- F. The prospective contractor further agrees by submitting this contract that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction, provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOH may terminate this transaction for cause or default.

**7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**

- A. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - ii. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection 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 statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - iv. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this contract.

CONTRACTOR'S SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE

FEDERAL ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the contractor, I certify that the contractor:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the

Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the

Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

CONTRACTOR'S SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE

KPHD 2171

PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
And
CENTRAL KITSAP FIRE AND RESCUE

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

1. **Period of Performance:** The period of performance of this Agreement shall begin January 21, 2021 and be completed no later than July 21, 2021 unless terminated sooner or extended as provided for herein.
2. **Purpose:** Kitsap County is committed to quickly, efficiently, and equitably vaccinating all eligible persons against COVID-19 to stop the spread of this disease and help end the COVID-19 pandemic. This requires collaboration and coordination between the District, healthcare providers, and other entities. This Agreement provides a means for Subcontractor, who is providing paramedic or vaccine services to support the District’s COVID-19 mass vaccination clinics in Kitsap County to be eligible for federal FEMA reimbursement for such work.
3. **Qualifications/Eligibility:**
 - A. Subcontractor will have the qualifications necessary to successfully complete the objectives of this Agreement. Subcontractor hereby affirms that he/she is eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA).
 - B. Eligible costs for the Period of Performance include medical and support staff for planning, management, support, and operations, including wrap-around services for staff (i.e., meals, mileage, etc. as necessary) for mass vaccination clinics held in Kitsap County.
 - C. Regular and overtime pay associated with mass vaccination clinic operations under this Agreement is allowable for all staff working under this Agreement, and must be billed as a direct charge. Timesheets are required documentation and must be available upon request by the District or Washington State Department of Health (DOH). Timesheets shall include time-in / time-out and a brief description of the billable activity.
 - D. Indirect rates are not eligible for reimbursement under this Agreement.
 - E. Eligible equipment for applicable services includes facility infection control measures, personal protective equipment (PPE), storage equipment, coolers, freezers, temperature monitoring devices, portable vaccine units for transportation, supplies such as emergency medical supplies (for emergency medical care needs that may arise in the administration of vaccine), containers for medical waste disposal, and storage equipment as needed for canisters of liquid nitrogen or dry ice. Eligible equipment purchases for reimbursement under this Agreement shall not exceed \$5,000 per piece. Equipment costs greater than \$5,000 per piece must be preapproved before purchase and reimbursement by District and DOH, and should be leased rather than purchased.

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- F. Any diversion from the preceding list of pre-approved expenses will require a narrative on the purchase rationale and will be subject to District and DOH approval prior to reimbursement.
4. **Services:** Refer to **ATTACHMENT A** Scope of Work.
- A. Subcontractor agrees to provide its own labor and materials. Unless otherwise provided for in the agreement, no material, labor or facilities will be furnished by the District.
- B. Subcontractor will perform the work specified in the Agreement and provide the required deliverables according to standard industry practice.
- C. Subcontractor has not billed Medicare, Medicaid, or other insurance for services provided at District's COVID-19 mass vaccination clinics.
5. **Compensation:** The District agrees to reimburse Subcontractor for up to 100% of eligible direct costs for mass vaccination clinic expenses as described in this Agreement during the Period of Performance. Reimbursement will be based on the invoices submitted by Subcontractor using a monthly cost worksheet provided by the District. Subcontractor will be reimbursed only for work expressly authorized in the Agreement and only for qualified expenses as described in the Washington State Department of Health's Mass Vaccination Funding Guidance for Local Public Health Jurisdictions (dated March 19, 2021) (**ATTACHMENT B**). Subcontractor will not be entitled to reimbursement 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. Subcontractor shall submit reimbursement requests and required reports on a monthly basis.
6. **Federal Source of Funds:** The funding source for this Agreement is Federal.
7. **Emergency Waivers of Existing Procurement Procedures.** In March 2020, Kitsap County and the Cities of 2020, Kitsap County and the Cities of Bainbridge Island, Bremerton, Port Orchard, and Poulsbo issued emergency proclamations regarding the COVID-19 pandemic. These proclamations waived particular local public advertising, competitive procurement, and contract requirements as provided by RCW 39.04.280 and, as applicable, local city codes excepting mandatory constitutional amendment requirements. While non-state entities must follow procurement requirements found at 2 C.F.R. §§ 200.317 – 200.326, federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation. This represents an exception to requirements for full and open competition. Federal Emergency Management Agency (FEMA) approval is not required for use of noncompetitive procurements under the emergency or exigency exception; however, the non-state entity must document its justification for using noncompetitive procurements and must still comply with other procurement requirements and ensure that costs are reasonable.
8. **Performance Requirements and Notices:** The assigned District staff will monitor the performance of this contract, approve billings submitted by the Subcontractor, and determine the acceptability of required documentation provided by the Subcontractor. District staff will provide and facilitate assistance and guidance to the Subcontractor as necessary. Deliverables and notices pursuant to this agreement shall be sent to the designated District Program Coordinator who is responsible for project coordination:

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If to the District:

Kitsap Public Health District
Attn: Jessica Guidry
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2267
jessica.guidry@kitsappublichealth.org

If to the Subcontractor:

Central Kitsap Fire and Rescue
Attn: John Oliver
5300 NW Newberry Hill Road, Suite 101
Silverdale, WA 98337
(360) 447-3566
joliver@ckfr.org

9. **Billings:** Billings to the District shall be submitted monthly by the 10th of the following month. Billings shall be sent to:

Kitsap Public Health District
Attn: Melissa Laird
345 6th Street, Suite 300
Bremerton, WA 98337
melissa.laird@kitsappublichealth.org

Email submission of invoices is encouraged. However, original hardcopies of the signed invoice are required and shall be mailed to the District. Full backup is required for all expenditures. Backup documentation can include, but is not limited to receipts, invoices, billing records, work orders, positive time and attendance records (timesheets), travel vouchers and accounting expense reports. Failure to provide the required information may result in nonpayment of invoices or termination of this contract.

10. **Tax Payments:** Subcontractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
11. **Independent Capacity:** Subcontractor and its employees or agents who are engaged in the performance of this Agreement shall continue to be employees or agents of Subcontractor and shall not be considered to be employees or agents of the District for any purpose.
12. **Assignment, Delegation, and Subcontracting:** Subcontractor will perform under the Agreement using only its bona fide employees or agents, and the obligations and duties of Subcontractor under the Agreement will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the District.

Subcontractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Subcontractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Agreement.

13. **Rights in Data:** Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright act of 1976 and shall be owned by the District. Data shall include, but is not limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

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The District maintains all rights to the license to publish, translate, reproduce, modify, deliver, dispose of the data, and to authorize others to do so.

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 the District. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.

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

14. **Indemnification:** Subcontractor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Subcontractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District. Solely for the purposes of this provision, Subcontractor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This provision will survive the expiration or termination of this Agreement.

Contractor will hold harmless, indemnify and defend the District, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the District, where such action is based on the claim that information supplied by Contractor or subcontractor infringes any patent or copyright. Contractor will be notified promptly in writing by the District of any notice of such claim.

15. **Insurance:** Subcontractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Subcontractor, its agents, representatives, or employees. The District shall be named as an insured under the Subcontractor’s Commercial General Liability insurance policy with respect to work performed for the District under this Agreement.

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

A. Minimum Scope of Insurance

Subcontractor shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The District shall be named as an insured under the

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Subcontractor's Commercial General Liability insurance policy with respect to the work performed for the District.

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

B. Minimum Amounts of Insurance

Subcontractor shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

16. **Safeguarding of Information and Privacy:** The use or disclosure by any party of any information concerning a client obtained in providing service under this agreement shall be subject to Chapter

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42.56 RCW and Chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations. Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this Agreement. Subcontractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

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

The District reserves the right to monitor, audit, or investigate the use of personal information collected, used, or acquired by the Subcontractor through this Agreement. The monitoring, auditing, or investigating may include but is not limited to "salting" by the District. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

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

17. **Records Maintenance:** The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to the inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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

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

18. **Written Policies and Procedures/Documents on File:** Written policies and procedures, consistent with federal and state regulations, as applicable, will be kept on file in the office of the Subcontractor and available for review at the request of District staff. Such policies and procedures will include, but not be limited to, as appropriate:

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- Job Descriptions
- Confidentiality Policy
- Community Needs Assessment

In addition, Subcontractor will keep on file and make available for review by District staff documents consistent with federal and state regulations that will include but are not limited to the latest agency audit and subcontractor agreements. The Subcontractor will include these requirements in all approved subcontracts.

19. **Required Reports:** Subcontractor will submit required reports quarterly using required forms according to procedures issued by the District.

Subcontractor will be obligated to submit required reports after the close of the contract period, during the transfer of obligations to another contractor, or upon termination of the contract for any reason.

Subcontractor will include all requirements listed above in all approved subcontracts.

Due dates outside the Period of Performance are for reporting only. Subcontractor may not bill for work done outside the Period of Performance.

20. **Statutory and Regulatory Compliance:** Subcontractor shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.
21. **Compliance with State and Federal Confidentiality Laws:** Subcontractor shall not use or disclose any protected health information (PHI) or personally identifiable information (PII) created or shared under this Agreement for any purpose not directly connected with this Agreement or in any manner that would constitute a violation of the Health Information Portability and Accountability Act, commonly known as HIPAA, and any regulations enacted pursuant to its provisions. Any PHI or PII collected, used, or acquired in connection with this Agreement shall be subject to Chapter 42.56 RCW and chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations. Contractor agrees not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons PHI or PII without the express written consent of the District. For the purpose of this section, PII means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name, etc. Contractor shall sign a Business Associate Agreement which is incorporated into this Agreement as **ATTACHMENT C**.
22. **Certification Regarding Suspension and Debarment:** Subcontractor, by completing and returning to the District the "Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form," and completing, signing and returning to the District the "Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion for Lower Tier Covered Transactions" form, (to be supplied to lower tier participants; see **ATTACHMENT D**), certifies that it is not debarred, suspended, or proposed for debarment by any federal agency.

23. **Suspension of Performance and Resumption of Performance:** In the event contract funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the District may give notice to Subcontractor to suspend performance as an alternative to termination. The District may elect to give written notice to Subcontractor to suspend performance when the District determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may occur by facsimile or email to Subcontractor's representative. Subcontractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance, each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When the District determines that the funding insufficiency is resolved, the District may give Subcontractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Subcontractor will give written notice to the District as to whether it can resume performance, and if so, the date upon which it agrees to resume performance. If Subcontractor gives notice to the District that it cannot resume performance, the parties agree that the Agreement will be terminated retroactive to the original date of termination. If the date Subcontractor gives notice it can resume performance is not acceptable to the District, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to the District, the parties agree that the Agreement will be terminated retroactive to the original date of termination.

24. **Non-Discrimination:** Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, sexual preference, or the presence of any sensory mental or physical handicap.
25. **Waiver:** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing, signed by an authorized representative of the party and attached to the original Agreement.
26. **Assignment:** The work to be provided under this Agreement and any claim arising thereunder, is not assignable or delegable by either party in whole or in part without the express prior written consent of the District, which consent shall not be unreasonably withheld.
27. **Changes in Work:** In the event of any errors or omissions by Subcontractor in the performance of any work required under the Agreement, Subcontractor will make all necessary corrections without additional compensation. All work submitted by Subcontractor will be certified by Subcontractor and checked by Subcontractor for errors and omissions. Subcontractor will continue to be responsible for the accuracy of work even after the work is accepted by the District.
28. **Amendment:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.
29. **Termination:** This Agreement may be terminated by either party upon giving at least thirty (30) days advance written notice to the other party. If this Agreement is so terminated, the parties shall be

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liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of 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. Subcontractor 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 either party fails to perform in the manner called for in the Agreement, or if either party fails to comply with any other provision of the Agreement and fails to correct such noncompliance with thirty (30) days written notice thereof, the aggrieved party may terminate the Agreement for cause. Termination shall be affected by serving a notice of termination on the party setting forth the manner in which the party is in default. Subcontractor 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.

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

30. **Governance:** This agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.
31. **Dispute Resolution:** In the event that a dispute or conflict arises under the Agreement that the Parties are unable to resolve with good faith efforts, they shall allow the dispute to be decided by a Dispute Panel in the following manner: a Mediator shall be mutually appointed by both parties, and each party shall appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the Parties hereto. The Parties shall equally share the costs, if any, for the services of the Dispute Panel.
32. **Severability:** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
33. **Choice of Law:** The Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that the Agreement shall be

governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of the Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.

34. **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.
35. **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.
36. **Subcontracting:** Subcontractor shall not enter into subcontracts for any of the work contemplated under this Agreement without prior written approval of the District. In no event shall the existence of the subcontract operate to release or reduce the liability of Subcontractor to the Department for any breach in the performance of the Subcontractor's duties. This clause does not include contracts of employment between the Subcontractor and personnel assigned to work under this Agreement.

Additionally, Subcontractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. Subcontractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the District or as provided by law.

If at any time during the progress of the work, the District determines in its sole judgment that any contractor is incompetent, the District shall notify Subcontractor, and Subcontractor shall take immediate steps to terminate its subcontractor's involvement in the work. The rejection or approval by the District of any subcontractor or the termination of a subcontractor shall not relieve Subcontractor of any of its responsibilities under the Agreement, nor be the basis for additional charges to the District.

37. **Personnel Removal:** Subcontractor agrees to remove immediately any of its subcontractors, employees, agents, or representatives from assignment to perform services under the Agreement upon receipt of a written request to do so from the District's contract representative or designee.
38. **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.

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

KITSAP PUBLIC HEALTH DISTRICT _____

SUBCONTRACTOR/ENTITY

By: Keith Grellner
Keith Grellner
Administrator

By: John Oliver
John Oliver
Fire Chief

Date: 6/8/2021

Date: 5/17/2021

Funding Source
Federal Contract/Grant: DOH Con Con CLH18248 (KPHD 1749) CFDA# 97.036 BARS Revenue Code: 333.97.03

MISCELLANEOUS: FEDERAL CONTRACTS REQUIRE ADDITIONAL PROVISIONS:

Check CFR requirements: https://www.ecfr.gov/cgi-bin/text-idx?SID=031b616b44ba7a18d1a96656ea144d44&mc=true&node=ap2.1.200_1521.ii&rgn=div9

Majority of the required terms will not apply but the ones to watch for:

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

37 CFR 401.2(2) defines “funding agreement” as “The term funding agreement means any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

If the contract/grant is over \$100,000 and involves bidding or an application for the award: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) provision needs to be added

ATTACHEMENT A SCOPE OF WORK

Subcontractor agrees to the following scope of work:

1. Subcontractor shall (a) provide paramedic services at District mass vaccination clinics and/or (b) partner with their jurisdictional partners to conduct mass COVID-19 vaccination clinics within Kitsap County.
2. Subcontractor shall follow their agency's procedures for providing paramedic services, if applicable.
3. Subcontractor shall only seek reimbursement from District for (a) eligible personnel and mileage expenses related to supporting District's mass COVID-19 vaccination clinics and/or (b) eligible costs related to mass COVID-19 vaccination clinics held in Kitsap County. "Mass vaccination clinic" as defined by DOH are "vaccination clinics outside of the usual healthcare delivery method such as pop-up clinics, mobile clinics, drive-through clinics, etc., in a non-clinical facility (e.g., new/separate buildings from regular clinic sites, parking lots, fairgrounds, etc.)" or outside of / in addition to regular medical environment (e.g., eye doctors, dentists, surgeons, etc., who are not normally registered vaccine providers or who do not regularly provide vaccination services).
4. Subcontractor shall only bill direct costs; indirect costs not allowed.
5. Subcontractor shall prepare and submit monthly invoices and reports as required by this Agreement.
6. Subcontractor shall not submit reimbursement requests for vaccination support services that have already been billed through other means or for which reimbursement has been / will be received outside of this Agreement.
7. Subcontractor shall use the cost summary workbook template provided by District to prepare and submit reimbursement requests.
8. Subcontractor shall compile and retain back-up documentation for reimbursement requests in accordance with FEMA requirements.

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ATTACHMENT B

See Attachment B – Washington State Department of Health Mass Vaccination Funding Guidance for Local Health Jurisdictions (March 2021)

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ATTACHMENT C HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (“Agreement”) is entered into by and between the Kitsap Public Health District (“Covered Entity”) and Central Kitsap Fire and Rescue (“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 Central Kitsap Fire and Rescue.
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.

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

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

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

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

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

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

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

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

Section IV. Permitted Uses and Disclosures by Business Associate

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

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

- 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. 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.
2. 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

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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.

3. 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.

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Kitsap Public Health District

ATTACHMENT D - Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

Health District Contract Number KPHD 2171

NAME Central Kitsap Fire and Rescue	Doing Business as (DBA) Central Kitsap Fire and Rescue	
ADDRESS 5300 NW Newberry Hill Rd. Suite 101 Silverdale, WA 98583	Washington Uniform Business Identifier (UBI) 601138673	Federal Employer Tax Identification Number 91-1013742

Instructions For Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion For Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds. This certification is submitted as part of a request to contract.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Kitsap Public Health District

Certification

**Regarding Debarment, Suspension, Ineligibility or
Voluntary Exclusion For Lower Tier Covered Transactions**

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

John Oliver

Contractor Signature

5/17/2021

Date

John Oliver

Fire Chief

Print Name and Title

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PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
And
CITY OF BREMERTON

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

1. **Period of Performance:** The period of performance of this Agreement shall begin January 21, 2021 and be completed no later than July 21, 2021 unless terminated sooner or extended as provided for herein.
2. **Purpose:** Kitsap County is committed to quickly, efficiently, and equitably vaccinating all eligible persons against COVID-19 to stop the spread of this disease and help end the COVID-19 pandemic. This requires collaboration and coordination between the District, healthcare providers, and other entities. This Agreement provides a means for Subcontractor, who is providing paramedic or vaccine services to support the District’s COVID-19 mass vaccination clinics in Kitsap County to be eligible for federal FEMA reimbursement for such work.
3. **Qualifications/Eligibility:**
 - A. Subcontractor will have the qualifications necessary to successfully complete the objectives of this Agreement. Subcontractor hereby affirms that he/she is eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA).
 - B. Eligible costs for the Period of Performance include medical and support staff for planning, management, support, and operations, including wrap-around services for staff (i.e., meals, mileage, etc. as necessary) for mass vaccination clinics held in Kitsap County.
 - C. Regular and overtime pay associated with mass vaccination clinic operations under this Agreement is allowable for all staff working under this Agreement, and must be billed as a direct charge. Timesheets are required documentation and must be available upon request by the District or Washington State Department of Health (DOH). Timesheets shall include time-in / time-out and a brief description of the billable activity.
 - D. Indirect rates are not eligible for reimbursement under this Agreement.
 - E. Eligible equipment for applicable services includes facility infection control measures, personal protective equipment (PPE), storage equipment, coolers, freezers, temperature monitoring devices, portable vaccine units for transportation, supplies such as emergency medical supplies (for emergency medical care needs that may arise in the administration of vaccine), containers for medical waste disposal, and storage equipment as needed for canisters of liquid nitrogen or dry ice. Eligible equipment purchases for reimbursement under this Agreement shall not exceed \$5,000 per piece. Equipment costs greater than \$5,000 per piece must be preapproved before purchase and reimbursement by District and DOH, and should be leased rather than purchased.

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- F. Any diversion from the preceding list of pre-approved expenses will require a narrative on the purchase rationale and will be subject to District and DOH approval prior to reimbursement.
4. **Services:** Refer to **ATTACHMENT A** Scope of Work.
- A. Subcontractor agrees to provide its own labor and materials. Unless otherwise provided for in the agreement, no material, labor or facilities will be furnished by the District.
- B. Subcontractor will perform the work specified in the Agreement and provide the required deliverables according to standard industry practice.
- C. Subcontractor has not billed Medicare, Medicaid, or other insurance for services provided at District's COVID-19 mass vaccination clinics.
5. **Compensation:** The District agrees to reimburse Subcontractor for up to 100% of eligible direct costs for mass vaccination clinic expenses as described in this Agreement during the Period of Performance. Reimbursement will be based on the invoices submitted by Subcontractor using a monthly cost worksheet provided by the District. Subcontractor will be reimbursed only for work expressly authorized in the Agreement and only for qualified expenses as described in the Washington State Department of Health's Mass Vaccination Funding Guidance for Local Public Health Jurisdictions (dated March 19, 2021) (**ATTACHMENT B**). Subcontractor will not be entitled to reimbursement 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. Subcontractor shall submit reimbursement requests and required reports on a monthly basis.
6. **Federal Source of Funds:** The funding source for this Agreement is Federal.
7. **Emergency Waivers of Existing Procurement Procedures.** In March 2020, Kitsap County and the Cities of 2020, Kitsap County and the Cities of Bainbridge Island, Bremerton, Port Orchard, and Poulsbo issued emergency proclamations regarding the COVID-19 pandemic. These proclamations waived particular local public advertising, competitive procurement, and contract requirements as provided by RCW 39.04.280 and, as applicable, local city codes excepting mandatory constitutional amendment requirements. While non-state entities must follow procurement requirements found at 2 C.F.R. §§ 200.317 – 200.326, federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation. This represents an exception to requirements for full and open competition. Federal Emergency Management Agency (FEMA) approval is not required for use of noncompetitive procurements under the emergency or exigency exception; however, the non-state entity must document its justification for using noncompetitive procurements and must still comply with other procurement requirements and ensure that costs are reasonable.
8. **Performance Requirements and Notices:** The assigned District staff will monitor the performance of this contract, approve billings submitted by the Subcontractor, and determine the acceptability of required documentation provided by the Subcontractor. District staff will provide and facilitate assistance and guidance to the Subcontractor as necessary. Deliverables and notices pursuant to this agreement shall be sent to the designated District Program Coordinator who is responsible for project coordination:

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If to the District:

Kitsap Public Health District
Attn: Jessica Guidry
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2267
jessica.guidry@kitsappublichealth.org

If to the Subcontractor:

City of Bremerton
Attn: Pat McGanney, Fire Chief
911 Park Avenue
Bremerton, WA 98337
(360) 473-5381
Patrick.mcganney@ci.bremerton.wa.us

9. **Billings:** Billings to the District shall be submitted monthly by the 10th of the following month. Billings shall be sent to:

Kitsap Public Health District
Attn: Melissa Laird
345 6th Street, Suite 300
Bremerton, WA 98337
melissa.laird@kitsappublichealth.org

Email submission of invoices is encouraged. However, original hardcopies of the signed invoice are required and shall be mailed to the District. Full backup is required for all expenditures. Backup documentation can include, but is not limited to receipts, invoices, billing records, work orders, positive time and attendance records (timesheets), travel vouchers and accounting expense reports. Failure to provide the required information may result in nonpayment of invoices or termination of this contract.

10. **Tax Payments:** Subcontractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
11. **Independent Capacity:** Subcontractor and its employees or agents who are engaged in the performance of this Agreement shall continue to be employees or agents of Subcontractor and shall not be considered to be employees or agents of the District for any purpose.
12. **Assignment, Delegation, and Subcontracting:** Subcontractor will perform under the Agreement using only its bona fide employees or agents, and the obligations and duties of Subcontractor under the Agreement will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the District.

Subcontractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Subcontractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Agreement.

13. **Rights in Data:** Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright act of 1976 and shall be owned by the District. Data shall include, but is not limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

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The District maintains all rights to the license to publish, translate, reproduce, modify, deliver, dispose of the data, and to authorize others to do so.

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 the District. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.

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

14. **Indemnification**: Subcontractor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Subcontractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District. Solely for the purposes of this provision, Subcontractor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This provision will survive the expiration or termination of this Agreement.

Contractor will hold harmless, indemnify and defend the District, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the District, where such action is based on the claim that information supplied by Contractor or subcontractor infringes any patent or copyright. Contractor will be notified promptly in writing by the District of any notice of such claim.

15. **Insurance**: Subcontractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Subcontractor, its agents, representatives, or employees. The District shall be named as an insured under the Subcontractor's Commercial General Liability insurance policy with respect to work performed for the District under this Agreement.

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

A. Minimum Scope of Insurance

Subcontractor shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The District shall be named as an insured under the

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Subcontractor's Commercial General Liability insurance policy with respect to the work performed for the District.

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

B. Minimum Amounts of Insurance

Subcontractor shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

16. **Safeguarding of Information and Privacy:** The use or disclosure by any party of any information concerning a client obtained in providing service under this agreement shall be subject to Chapter

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42.56 RCW and Chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations. Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this Agreement. Subcontractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

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

The District reserves the right to monitor, audit, or investigate the use of personal information collected, used, or acquired by the Subcontractor through this Agreement. The monitoring, auditing, or investigating may include but is not limited to "salting" by the District. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

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

17. **Records Maintenance:** The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to the inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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

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

18. **Written Policies and Procedures/Documents on File:** Written policies and procedures, consistent with federal and state regulations, as applicable, will be kept on file in the office of the Subcontractor and available for review at the request of District staff. Such policies and procedures will include, but not be limited to, as appropriate:

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- Job Descriptions
- Confidentiality Policy
- Community Needs Assessment

In addition, Subcontractor will keep on file and make available for review by District staff documents consistent with federal and state regulations that will include but are not limited to the latest agency audit and subcontractor agreements. The Subcontractor will include these requirements in all approved subcontracts.

19. **Required Reports:** Subcontractor will submit required reports quarterly using required forms according to procedures issued by the District.

Subcontractor will be obligated to submit required reports after the close of the contract period, during the transfer of obligations to another contractor, or upon termination of the contract for any reason.

Subcontractor will include all requirements listed above in all approved subcontracts.

Due dates outside the Period of Performance are for reporting only. Subcontractor may not bill for work done outside the Period of Performance.

20. **Statutory and Regulatory Compliance:** Subcontractor shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.
21. **Compliance with State and Federal Confidentiality Laws:** Subcontractor shall not use or disclose any protected health information (PHI) or personally identifiable information (PII) created or shared under this Agreement for any purpose not directly connected with this Agreement or in any manner that would constitute a violation of the Health Information Portability and Accountability Act, commonly known as HIPAA, and any regulations enacted pursuant to its provisions. Any PHI or PII collected, used, or acquired in connection with this Agreement shall be subject to Chapter 42.56 RCW and chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations. Contractor agrees not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons PHI or PII without the express written consent of the District. For the purpose of this section, PII means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name, etc. Contractor shall sign a Business Associate Agreement which is incorporated into this Agreement as **ATTACHMENT C**.
22. **Certification Regarding Suspension and Debarment:** Subcontractor, by completing and returning to the District the "Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form," and completing, signing and returning to the District the "Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion for Lower Tier Covered Transactions" form, (to be supplied to lower tier participants; see **ATTACHMENT D**), certifies that it is not debarred, suspended, or proposed for debarment by any federal agency.

23. **Suspension of Performance and Resumption of Performance:** In the event contract funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the District may give notice to Subcontractor to suspend performance as an alternative to termination. The District may elect to give written notice to Subcontractor to suspend performance when the District determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may occur by facsimile or email to Subcontractor's representative. Subcontractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance, each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When the District determines that the funding insufficiency is resolved, the District may give Subcontractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Subcontractor will give written notice to the District as to whether it can resume performance, and if so, the date upon which it agrees to resume performance. If Subcontractor gives notice to the District that it cannot resume performance, the parties agree that the Agreement will be terminated retroactive to the original date of termination. If the date Subcontractor gives notice it can resume performance is not acceptable to the District, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to the District, the parties agree that the Agreement will be terminated retroactive to the original date of termination.

24. **Non-Discrimination:** Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, sexual preference, or the presence of any sensory mental or physical handicap.
25. **Waiver:** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing, signed by an authorized representative of the party and attached to the original Agreement.
26. **Assignment:** The work to be provided under this Agreement and any claim arising thereunder, is not assignable or delegable by either party in whole or in part without the express prior written consent of the District, which consent shall not be unreasonably withheld.
27. **Changes in Work:** In the event of any errors or omissions by Subcontractor in the performance of any work required under the Agreement, Subcontractor will make all necessary corrections without additional compensation. All work submitted by Subcontractor will be certified by Subcontractor and checked by Subcontractor for errors and omissions. Subcontractor will continue to be responsible for the accuracy of work even after the work is accepted by the District.
28. **Amendment:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.
29. **Termination:** This Agreement may be terminated by either party upon giving at least thirty (30) days advance written notice to the other party. If this Agreement is so terminated, the parties shall be

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liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of 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. Subcontractor 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 either party fails to perform in the manner called for in the Agreement, or if either party fails to comply with any other provision of the Agreement and fails to correct such noncompliance with thirty (30) days written notice thereof, the aggrieved party may terminate the Agreement for cause. Termination shall be affected by serving a notice of termination on the party setting forth the manner in which the party is in default. Subcontractor 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.

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

- 30. **Governance:** This agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.
- 31. **Dispute Resolution:** In the event that a dispute or conflict arises under the Agreement that the Parties are unable to resolve with good faith efforts, they shall allow the dispute to be decided by a Dispute Panel in the following manner: a Mediator shall be mutually appointed by both parties, and each party shall appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the Parties hereto. The Parties shall equally share the costs, if any, for the services of the Dispute Panel.
- 32. **Severability:** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
- 33. **Choice of Law:** The Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that the Agreement shall be

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governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of the Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.

34. **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.
35. **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.
36. **Subcontracting:** Subcontractor shall not enter into subcontracts for any of the work contemplated under this Agreement without prior written approval of the District. In no event shall the existence of the subcontract operate to release or reduce the liability of Subcontractor to the Department for any breach in the performance of the Subcontractor's duties. This clause does not include contracts of employment between the Subcontractor and personnel assigned to work under this Agreement.

Additionally, Subcontractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. Subcontractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the District or as provided by law.

If at any time during the progress of the work, the District determines in its sole judgment that any contractor is incompetent, the District shall notify Subcontractor, and Subcontractor shall take immediate steps to terminate its subcontractor's involvement in the work. The rejection or approval by the District of any subcontractor or the termination of a subcontractor shall not relieve Subcontractor of any of its responsibilities under the Agreement, nor be the basis for additional charges to the District.

37. **Personnel Removal:** Subcontractor agrees to remove immediately any of its subcontractors, employees, agents, or representatives from assignment to perform services under the Agreement upon receipt of a written request to do so from the District's contract representative or designee.
38. **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.

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

KITSAP PUBLIC HEALTH DISTRICT _____

CITY OF BREMERTON

By: Keith Grellner
Keith Grellner
Administrator

By: Greg Wheeler
Greg Wheeler
Mayor

Date: 5/27/2021

Date: 5/27/2021

Funding Source
Federal Contract/Grant: DOH Con Con CLH18248 (KPHD 1749) CFDA# 97.036 BARS Revenue Code: 333.97.03

MISCELLANEOUS: FEDERAL CONTRACTS REQUIRE ADDITIONAL PROVISIONS:

Check CFR requirements: https://www.ecfr.gov/cgi-bin/text-idx?SID=031b616b44ba7a18d1a96656ea144d44&mc=true&node=ap2.1.200_1521.ii&rgn=div9

Majority of the required terms will not apply but the ones to watch for:

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

37 CFR 401.2(2) defines “funding agreement” as “The term funding agreement means any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

If the contract/grant is over \$100,000 and involves bidding or an application for the award: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) provision needs to be added

ATTACHEMENT A SCOPE OF WORK

Subcontractor agrees to the following scope of work:

1. Subcontractor shall (a) provide paramedic services at District mass vaccination clinics and/or (b) partner with their jurisdictional partners to conduct mass COVID-19 vaccination clinics within Kitsap County.
2. Subcontractor shall follow their agency's procedures for providing paramedic services, if applicable.
3. Subcontractor shall only seek reimbursement from District for (a) eligible personnel and mileage expenses related to supporting District's mass COVID-19 vaccination clinics and/or (b) eligible costs related to mass COVID-19 vaccination clinics held in Kitsap County. "Mass vaccination clinic" as defined by DOH are "vaccination clinics outside of the usual healthcare delivery method such as pop-up clinics, mobile clinics, drive-through clinics, etc., in a non-clinical facility (e.g., new/separate buildings from regular clinic sites, parking lots, fairgrounds, etc.)" or outside of / in addition to regular medical environment (e.g., eye doctors, dentists, surgeons, etc., who are not normally registered vaccine providers or who do not regularly provide vaccination services).
4. Subcontractor shall only bill direct costs; indirect costs not allowed.
5. Subcontractor shall prepare and submit monthly invoices and reports as required by this Agreement.
6. Subcontractor shall not submit reimbursement requests for vaccination support services that have already been billed through other means or for which reimbursement has been / will be received outside of this Agreement.
7. Subcontractor shall use the cost summary workbook template provided by District to prepare and submit reimbursement requests.
8. Subcontractor shall compile and retain back-up documentation for reimbursement requests in accordance with FEMA requirements.

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ATTACHMENT B

See Attachment B – Washington State Department of Health Mass Vaccination Funding Guidance for Local Health Jurisdictions (March 2021)

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ATTACHMENT C HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (“Agreement”) is entered into by and between the Kitsap Public Health District (“Covered Entity”) and City of Bremerton (“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 City of Bremerton.
2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” in 45 CFR 160.103, and in reference to the party in this Agreement shall mean the Kitsap Public Health District.
3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and 164.

Section III. Obligations and Activities of Business Associate

Business Associate agrees to:

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

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

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

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

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

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

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

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

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

Section IV. Permitted Uses and Disclosures by Business Associate

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

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

- 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. 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.
2. 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

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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.

3. 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.

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Kitsap Public Health District

ATTACHMENT D - Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

Health District Contract Number: 2174

NAME Bremerton	Doing Business as (DBA) Bremerton	
ADDRESS 345 6th, Bremerton, WA. 98337	Washington Uniform Business Identifier (UBI) 181-002-539	Federal Employer Tax Identification Number 91-6001231

Instructions For Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion For Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds. This certification is submitted as part of a request to contract.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Kitsap Public Health District

Certification

**Regarding Debarment, Suspension, Ineligibility or
Voluntary Exclusion For Lower Tier Covered Transactions**

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Greg Wheeler

Contractor Signature

5/27/2021

Date

Greg Wheeler

Mayor

Print Name and Title

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PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
And
POULSBO FIRE DEPARTMENT

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

1. **Period of Performance:** The period of performance of this Agreement shall begin January 21, 2021 and be completed no later than July 21, 2021 unless terminated sooner or extended as provided for herein.
2. **Purpose:** Kitsap County is committed to quickly, efficiently, and equitably vaccinating all eligible persons against COVID-19 to stop the spread of this disease and help end the COVID-19 pandemic. This requires collaboration and coordination between the District, healthcare providers, and other entities. This Agreement provides a means for Subcontractor, who is providing paramedic or vaccine services to support the District’s COVID-19 mass vaccination clinics in Kitsap County to be eligible for federal FEMA reimbursement for such work.
3. **Qualifications/Eligibility:**
 - A. Subcontractor will have the qualifications necessary to successfully complete the objectives of this Agreement. Subcontractor hereby affirms that he/she is eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA).
 - B. Eligible costs for the Period of Performance include medical and support staff for planning, management, support, and operations, including wrap-around services for staff (i.e., meals, mileage, etc. as necessary) for mass vaccination clinics held in Kitsap County.
 - C. Regular and overtime pay associated with mass vaccination clinic operations under this Agreement is allowable for all staff working under this Agreement, and must be billed as a direct charge. Timesheets are required documentation and must be available upon request by the District or Washington State Department of Health (DOH). Timesheets shall include time-in / time-out and a brief description of the billable activity.
 - D. Indirect rates are not eligible for reimbursement under this Agreement.
 - E. Eligible equipment for applicable services includes facility infection control measures, personal protective equipment (PPE), storage equipment, coolers, freezers, temperature monitoring devices, portable vaccine units for transportation, supplies such as emergency medical supplies (for emergency medical care needs that may arise in the administration of vaccine), containers for medical waste disposal, and storage equipment as needed for canisters of liquid nitrogen or dry ice. Eligible equipment purchases for reimbursement under this Agreement shall not exceed \$5,000 per piece. Equipment costs greater than \$5,000 per piece must be preapproved before purchase and reimbursement by District and DOH, and should be leased rather than purchased.

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- F. Any diversion from the preceding list of pre-approved expenses will require a narrative on the purchase rationale and will be subject to District and DOH approval prior to reimbursement.
4. **Services:** Refer to **ATTACHMENT A** Scope of Work.
- A. Subcontractor agrees to provide its own labor and materials. Unless otherwise provided for in the agreement, no material, labor or facilities will be furnished by the District.
- B. Subcontractor will perform the work specified in the Agreement and provide the required deliverables according to standard industry practice.
- C. Subcontractor has not billed Medicare, Medicaid, or other insurance for services provided at District's COVID-19 mass vaccination clinics.
5. **Compensation:** The District agrees to reimburse Subcontractor for up to 100% of eligible direct costs for mass vaccination clinic expenses as described in this Agreement during the Period of Performance. Reimbursement will be based on the invoices submitted by Subcontractor using a monthly cost worksheet provided by the District. Subcontractor will be reimbursed only for work expressly authorized in the Agreement and only for qualified expenses as described in the Washington State Department of Health's Mass Vaccination Funding Guidance for Local Public Health Jurisdictions (dated March 19, 2021) (**ATTACHMENT B**). Subcontractor will not be entitled to reimbursement 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. Subcontractor shall submit reimbursement requests and required reports on a monthly basis.
6. **Federal Source of Funds:** The funding source for this Agreement is Federal.
7. **Emergency Waivers of Existing Procurement Procedures.** In March 2020, Kitsap County and the Cities of 2020, Kitsap County and the Cities of Bainbridge Island, Bremerton, Port Orchard, and Poulsbo issued emergency proclamations regarding the COVID-19 pandemic. These proclamations waived particular local public advertising, competitive procurement, and contract requirements as provided by RCW 39.04.280 and, as applicable, local city codes excepting mandatory constitutional amendment requirements. While non-state entities must follow procurement requirements found at 2 C.F.R. §§ 200.317 – 200.326, federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation. This represents an exception to requirements for full and open competition. Federal Emergency Management Agency (FEMA) approval is not required for use of noncompetitive procurements under the emergency or exigency exception; however, the non-state entity must document its justification for using noncompetitive procurements and must still comply with other procurement requirements and ensure that costs are reasonable.
8. **Performance Requirements and Notices:** The assigned District staff will monitor the performance of this contract, approve billings submitted by the Subcontractor, and determine the acceptability of required documentation provided by the Subcontractor. District staff will provide and facilitate assistance and guidance to the Subcontractor as necessary. Deliverables and notices pursuant to this agreement shall be sent to the designated District Program Coordinator who is responsible for project coordination:

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If to the District:

Kitsap Public Health District
Attn: Jessica Guidry
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2267
jessica.guidry@kitsappublichealth.org

If to the Subcontractor:

Poulsbo Fire Department
Attn: James Gillard, Fire Chief
911 NE Liberty Rd
Poulsbo, WA 98370
(360) 779-3997
jgillard@poulsbofire.org

9. **Billings:** Billings to the District shall be submitted monthly by the 10th of the following month. Billings shall be sent to:

Kitsap Public Health District
Attn: Melissa Laird
345 6th Street, Suite 300
Bremerton, WA 98337
melissa.laird@kitsappublichealth.org

Email submission of invoices is encouraged. However, original hardcopies of the signed invoice are required and shall be mailed to the District. Full backup is required for all expenditures. Backup documentation can include, but is not limited to receipts, invoices, billing records, work orders, positive time and attendance records (timesheets), travel vouchers and accounting expense reports. Failure to provide the required information may result in nonpayment of invoices or termination of this contract.

10. **Tax Payments:** Subcontractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other am
11. **Independent Capacity:** Subcontractor and its employees or agents who are engaged in the performance of this Agreement shall continue to be employees or agents of Subcontractor and shall not be considered to be employees or agents of the District for any purpose.
12. **Assignment, Delegation, and Subcontracting:** Subcontractor will perform under the Agreement using only its bona fide employees or agents, and the obligations and duties of Subcontractor under the Agreement will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the District.

Subcontractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Subcontractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Agreement.

13. **Rights in Data:** Unless otherwise provided, data which originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright act of 1976 and shall be owned by the District. Data shall include, but is not limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

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The District maintains all rights to the license to publish, translate, reproduce, modify, deliver, dispose of the data, and to authorize others to do so.

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 the District. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.

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

14. **Indemnification:** Subcontractor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Subcontractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District. Solely for the purposes of this provision, Subcontractor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This provision will survive the expiration or termination of this Agreement.

Contractor will hold harmless, indemnify and defend the District, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the District, where such action is based on the claim that information supplied by Contractor or subcontractor infringes any patent or copyright. Contractor will be notified promptly in writing by the District of any notice of such claim.

15. **Insurance:** Subcontractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Subcontractor, its agents, representatives, or employees. The District shall be named as an insured under the Subcontractor’s Commercial General Liability insurance policy with respect to work performed for the District under this Agreement.

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

A. Minimum Scope of Insurance

Subcontractor shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The District shall be named as an insured under the

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Subcontractor's Commercial General Liability insurance policy with respect to the work performed for the District.

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

B. Minimum Amounts of Insurance

Subcontractor shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

16. **Safeguarding of Information and Privacy:** The use or disclosure by any party of any information concerning a client obtained in providing service under this agreement shall be subject to Chapter

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42.56 RCW and Chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations. Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this Agreement. Subcontractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

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

The District reserves the right to monitor, audit, or investigate the use of personal information collected, used, or acquired by the Subcontractor through this Agreement. The monitoring, auditing, or investigating may include but is not limited to "salting" by the District. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

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

17. **Records Maintenance:** The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to the inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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

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

18. **Written Policies and Procedures/Documents on File:** Written policies and procedures, consistent with federal and state regulations, as applicable, will be kept on file in the office of the Subcontractor and available for review at the request of District staff. Such policies and procedures will include, but not be limited to, as appropriate:

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- Job Descriptions
- Confidentiality Policy
- Community Needs Assessment

In addition, Subcontractor will keep on file and make available for review by District staff documents consistent with federal and state regulations that will include but are not limited to the latest agency audit and subcontractor agreements. The Subcontractor will include these requirements in all approved subcontracts.

19. **Required Reports:** Subcontractor will submit required reports quarterly using required forms according to procedures issued by the District.

Subcontractor will be obligated to submit required reports after the close of the contract period, during the transfer of obligations to another contractor, or upon termination of the contract for any reason.

Subcontractor will include all requirements listed above in all approved subcontracts.

Due dates outside the Period of Performance are for reporting only. Subcontractor may not bill for work done outside the Period of Performance.

20. **Statutory and Regulatory Compliance:** Subcontractor shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.
21. **Compliance with State and Federal Confidentiality Laws:** Subcontractor shall not use or disclose any protected health information (PHI) or personally identifiable information (PII) created or shared under this Agreement for any purpose not directly connected with this Agreement or in any manner that would constitute a violation of the Health Information Portability and Accountability Act, commonly known as HIPAA, and any regulations enacted pursuant to its provisions. Any PHI or PII collected, used, or acquired in connection with this Agreement shall be subject to Chapter 42.56 RCW and chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations. Contractor agrees not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons PHI or PII without the express written consent of the District. For the purpose of this section, PII means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name, etc. Contractor shall sign a Business Associate Agreement which is incorporated into this Agreement as **ATTACHMENT C**.
22. **Certification Regarding Suspension and Debarment:** Subcontractor, by completing and returning to the District the "Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form," and completing, signing and returning to the District the "Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion for Lower Tier Covered Transactions" form, (to be supplied to lower tier participants; see **ATTACHMENT D**), certifies that it is not debarred, suspended, or proposed for debarment by any federal agency.

23. **Suspension of Performance and Resumption of Performance:** In the event contract funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the District may give notice to Subcontractor to suspend performance as an alternative to termination. The District may elect to give written notice to Subcontractor to suspend performance when the District determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may occur by facsimile or email to Subcontractor's representative. Subcontractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance, each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When the District determines that the funding insufficiency is resolved, the District may give Subcontractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Subcontractor will give written notice to the District as to whether it can resume performance, and if so, the date upon which it agrees to resume performance. If Subcontractor gives notice to the District that it cannot resume performance, the parties agree that the Agreement will be terminated retroactive to the original date of termination. If the date Subcontractor gives notice it can resume performance is not acceptable to the District, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to the District, the parties agree that the Agreement will be terminated retroactive to the original date of termination.

24. **Non-Discrimination:** Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, sexual preference, or the presence of any sensory mental or physical handicap.
25. **Waiver:** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing, signed by an authorized representative of the party and attached to the original Agreement.
26. **Assignment:** The work to be provided under this Agreement and any claim arising thereunder, is not assignable or delegable by either party in whole or in part without the express prior written consent of the District, which consent shall not be unreasonably withheld.
27. **Changes in Work:** In the event of any errors or omissions by Subcontractor in the performance of any work required under the Agreement, Subcontractor will make all necessary corrections without additional compensation. All work submitted by Subcontractor will be certified by Subcontractor and checked by Subcontractor for errors and omissions. Subcontractor will continue to be responsible for the accuracy of work even after the work is accepted by the District.
28. **Amendment:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.
29. **Termination:** This Agreement may be terminated by either party upon giving at least thirty (30) days advance written notice to the other party. If this Agreement is so terminated, the parties shall be

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liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of 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. Subcontractor 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 either party fails to perform in the manner called for in the Agreement, or if either party fails to comply with any other provision of the Agreement and fails to correct such noncompliance with thirty (30) days written notice thereof, the aggrieved party may terminate the Agreement for cause. Termination shall be affected by serving a notice of termination on the party setting forth the manner in which the party is in default. Subcontractor 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.

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

- 30. **Governance:** This agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.
- 31. **Dispute Resolution:** In the event that a dispute or conflict arises under the Agreement that the Parties are unable to resolve with good faith efforts, they shall allow the dispute to be decided by a Dispute Panel in the following manner: a Mediator shall be mutually appointed by both parties, and each party shall appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the Parties hereto. The Parties shall equally share the costs, if any, for the services of the Dispute Panel.
- 32. **Severability:** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
- 33. **Choice of Law:** The Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that the Agreement shall be

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governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of the Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.

34. **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.
35. **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.
36. **Subcontracting:** Subcontractor shall not enter into subcontracts for any of the work contemplated under this Agreement without prior written approval of the District. In no event shall the existence of the subcontract operate to release or reduce the liability of Subcontractor to the Department for any breach in the performance of the Subcontractor's duties. This clause does not include contracts of employment between the Subcontractor and personnel assigned to work under this Agreement.

Additionally, Subcontractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. Subcontractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the District or as provided by law.

If at any time during the progress of the work, the District determines in its sole judgment that any contractor is incompetent, the District shall notify Subcontractor, and Subcontractor shall take immediate steps to terminate its subcontractor's involvement in the work. The rejection or approval by the District of any subcontractor or the termination of a subcontractor shall not relieve Subcontractor of any of its responsibilities under the Agreement, nor be the basis for additional charges to the District.

37. **Personnel Removal:** Subcontractor agrees to remove immediately any of its subcontractors, employees, agents, or representatives from assignment to perform services under the Agreement upon receipt of a written request to do so from the District's contract representative or designee.
38. **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.

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

KITSAP PUBLIC HEALTH DISTRICT _____

POULSBO FIRE DEPARTMENT

By: Keith Grellner
Keith Grellner
Administrator

By: James Gillard
James Gillard
Fire Chief

Date: 5/26/2021

Date: 6/2/2021

Funding Source
Federal Contract/Grant: DOH Con Con CLH18248 (KPHD 1749) CFDA# 97.036 BARS Revenue Code: 333.97.03

MISCELLANEOUS: FEDERAL CONTRACTS REQUIRE ADDITIONAL PROVISIONS:

Check CFR requirements: https://www.ecfr.gov/cgi-bin/text-idx?SID=031b616b44ba7a18d1a96656ea144d44&mc=true&node=ap2.1.200_1521.ii&rgn=div9

Majority of the required terms will not apply but the ones to watch for:

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

37 CFR 401.2(2) defines “funding agreement” as “The term funding agreement means any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

If the contract/grant is over \$100,000 and involves bidding or an application for the award: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) provision needs to be added

ATTACHEMENT A SCOPE OF WORK

Subcontractor agrees to the following scope of work:

1. Subcontractor shall (a) provide paramedic services at District mass vaccination clinics and/or (b) partner with their jurisdictional partners to conduct mass COVID-19 vaccination clinics within Kitsap County.
2. Subcontractor shall follow their agency's procedures for providing paramedic services, if applicable.
3. Subcontractor shall only seek reimbursement from District for (a) eligible personnel and mileage expenses related to supporting District's mass COVID-19 vaccination clinics and/or (b) eligible costs related to mass COVID-19 vaccination clinics held in Kitsap County. "Mass vaccination clinic" as defined by DOH are "vaccination clinics outside of the usual healthcare delivery method such as pop-up clinics, mobile clinics, drive-through clinics, etc., in a non-clinical facility (e.g., new/separate buildings from regular clinic sites, parking lots, fairgrounds, etc.)" or outside of / in addition to regular medical environment (e.g., eye doctors, dentists, surgeons, etc., who are not normally registered vaccine providers or who do not regularly provide vaccination services).
4. Subcontractor shall only bill direct costs; indirect costs not allowed.
5. Subcontractor shall prepare and submit monthly invoices and reports as required by this Agreement.
6. Subcontractor shall not submit reimbursement requests for vaccination support services that have already been billed through other means or for which reimbursement has been / will be received outside of this Agreement.
7. Subcontractor shall use the cost summary workbook template provided by District to prepare and submit reimbursement requests.
8. Subcontractor shall compile and retain back-up documentation for reimbursement requests in accordance with FEMA requirements.

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ATTACHMENT B

See Attachment B – Washington State Department of Health Mass Vaccination Funding Guidance for Local Health Jurisdictions (March 2021)

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ATTACHMENT C HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (“Agreement”) is entered into by and between the Kitsap Public Health District (“Covered Entity”) and Poulsbo Fire Department (“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 Poulsbo Fire Department.
2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” in 45 CFR 160.103, and in reference to the party in this Agreement shall mean the Kitsap Public Health District.
3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and 164.

Section III. Obligations and Activities of Business Associate

Business Associate agrees to:

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

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

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

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

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

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

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

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

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

Section IV. Permitted Uses and Disclosures by Business Associate

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

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

- 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. 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.
2. 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

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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.

3. 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.

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Kitsap Public Health District

ATTACHMENT D - Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

Health District Contract Number 2176

NAME Kitsap County Fire District #18	Doing Business as (DBA) Poulsbo Fire Department	
ADDRESS 911 NE Liberty Rd	Washington Uniform Business Identifier (UBI) 91-1999834	Federal Employer Tax Identification Number 601138691

Instructions For Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion For Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds. This certification is submitted as part of a request to contract.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Kitsap Public Health District

Certification

**Regarding Debarment, Suspension, Ineligibility or
Voluntary Exclusion For Lower Tier Covered Transactions**

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

James Gillard

Contractor Signature

6/2/2021

Date

James Gillard

Fire Chief

Print Name and Title

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PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
And
BAINBRIDGE ISLAND FIRE DEPARTMENT

This Professional Services Agreement (“Agreement”) is made and entered into between the Kitsap Public Health District, a Health District organized pursuant to chapter 70.46 Revised Code of Washington and Section 9.52 Kitsap County Code, hereinafter referred to as “District,” and Bainbridge Island Fire Department, hereinafter referred to as “Subcontractor.” The parties mutually agree as follows:

1. **Period of Performance:** The period of performance of this Agreement shall begin January 21, 2021 and be completed no later than July 21, 2021 unless terminated sooner or extended as provided for herein.
2. **Purpose:** Kitsap County is committed to quickly, efficiently, and equitably vaccinating all eligible persons against COVID-19 to stop the spread of this disease and help end the COVID-19 pandemic. This requires collaboration and coordination between the District, healthcare providers, and other entities. This Agreement provides a means for Subcontractor, who is providing paramedic or vaccine services to support the District’s COVID-19 mass vaccination clinics in Kitsap County to be eligible for federal FEMA reimbursement for such work.
3. **Qualifications/Eligibility:**
 - A. Subcontractor will have the qualifications necessary to successfully complete the objectives of this Agreement. Subcontractor hereby affirms that he/she is eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA).
 - B. Eligible costs for the Period of Performance include medical and support staff for planning, management, support, and operations, including wrap-around services for staff (i.e., meals, mileage, etc. as necessary) for mass vaccination clinics held in Kitsap County.
 - C. Regular and overtime pay associated with mass vaccination clinic operations under this Agreement is allowable for all staff working under this Agreement, and must be billed as a direct charge. Timesheets are required documentation and must be available upon request by the District or Washington State Department of Health (DOH). Timesheets shall include time-in / time-out and a brief description of the billable activity.
 - D. Indirect rates are not eligible for reimbursement under this Agreement.
 - E. Eligible equipment for applicable services includes facility infection control measures, personal protective equipment (PPE), storage equipment, coolers, freezers, temperature monitoring devices, portable vaccine units for transportation, supplies such as emergency medical supplies (for emergency medical care needs that may arise in the administration of vaccine), containers for medical waste disposal, and storage equipment as needed for canisters of liquid nitrogen or dry ice. Eligible equipment purchases for reimbursement under this Agreement shall not exceed \$5,000 per piece. Equipment costs greater than \$5,000 per piece must be preapproved before purchase and reimbursement by District and DOH, and should be leased rather than purchased.

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- F. Any diversion from the preceding list of pre-approved expenses will require a narrative on the purchase rationale and will be subject to District and DOH approval prior to reimbursement.
4. **Services:** Refer to **ATTACHMENT A** Scope of Work.
- A. Subcontractor agrees to provide its own labor and materials. Unless otherwise provided for in the agreement, no material, labor or facilities will be furnished by the District.
- B. Subcontractor will perform the work specified in the Agreement and provide the required deliverables according to standard industry practice.
- C. Subcontractor has not billed Medicare, Medicaid, or other insurance for services provided at District's COVID-19 mass vaccination clinics.
5. **Compensation:** The District agrees to reimburse Subcontractor for up to 100% of eligible direct costs for mass vaccination clinic expenses as described in this Agreement during the Period of Performance. Reimbursement will be based on the invoices submitted by Subcontractor using a monthly cost worksheet provided by the District. Subcontractor will be reimbursed only for work expressly authorized in the Agreement and only for qualified expenses as described in the Washington State Department of Health's Mass Vaccination Funding Guidance for Local Public Health Jurisdictions (dated March 19, 2021) (**ATTACHMENT B**). Subcontractor will not be entitled to reimbursement 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. Subcontractor shall submit reimbursement requests and required reports on a monthly basis.
6. **Federal Source of Funds:** The funding source for this Agreement is Federal.
7. **Emergency Waivers of Existing Procurement Procedures.** In March 2020, Kitsap County and the Cities of 2020, Kitsap County and the Cities of Bainbridge Island, Bremerton, Port Orchard, and Poulsbo issued emergency proclamations regarding the COVID-19 pandemic. These proclamations waived particular local public advertising, competitive procurement, and contract requirements as provided by RCW 39.04.280 and, as applicable, local city codes excepting mandatory constitutional amendment requirements. While non-state entities must follow procurement requirements found at 2 C.F.R. §§ 200.317 – 200.326, federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation. This represents an exception to requirements for full and open competition. Federal Emergency Management Agency (FEMA) approval is not required for use of noncompetitive procurements under the emergency or exigency exception; however, the non-state entity must document its justification for using noncompetitive procurements and must still comply with other procurement requirements and ensure that costs are reasonable.
8. **Performance Requirements and Notices:** The assigned District staff will monitor the performance of this contract, approve billings submitted by the Subcontractor, and determine the acceptability of required documentation provided by the Subcontractor. District staff will provide and facilitate assistance and guidance to the Subcontractor as necessary. Deliverables and notices pursuant to this agreement shall be sent to the designated District Program Coordinator who is responsible for project coordination:

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If to the District:

Kitsap Public Health District
Attn: Jessica Guidry
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2267
jessica.guidry@kitsappublichealth.org

If to the Subcontractor:

Bainbridge Island Fire Department
Attn: Hilary Hall
8895 Madison Ave NE
Bainbridge Island, WA 98110
(206) 390-8779
hhall@bifd.org

9. **Billings:** Billings to the District shall be submitted monthly by the 10th of the following month. Billings shall be sent to:

Kitsap Public Health District
Attn: Melissa Laird
345 6th Street, Suite 300
Bremerton, WA 98337
melissa.laird@kitsappublichealth.org

Email submission of invoices is encouraged. However, original hardcopies of the signed invoice are required and shall be mailed to the District. Full backup is required for all expenditures. Backup documentation can include, but is not limited to receipts, invoices, billing records, work orders, positive time and attendance records (timesheets), travel vouchers and accounting expense reports. Failure to provide the required information may result in nonpayment of invoices or termination of this contract.

10. **Tax Payments:** Subcontractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
11. **Independent Capacity:** Subcontractor and its employees or agents who are engaged in the performance of this Agreement shall continue to be employees or agents of Subcontractor and shall not be considered to be employees or agents of the District for any purpose.
12. **Assignment, Delegation, and Subcontracting:** Subcontractor will perform under the Agreement using only its bona fide employees or agents, and the obligations and duties of Subcontractor under the Agreement will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the District.

Subcontractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Subcontractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Agreement.

13. **Rights in Data:** Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright act of 1976 and shall be owned by the District. Data shall include, but is not limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

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The District maintains all rights to the license to publish, translate, reproduce, modify, deliver, dispose of the data, and to authorize others to do so.

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 the District. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.

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

14. **Indemnification:** Subcontractor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Subcontractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District. Solely for the purposes of this provision, Subcontractor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This provision will survive the expiration or termination of this Agreement.

Contractor will hold harmless, indemnify and defend the District, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the District, where such action is based on the claim that information supplied by Contractor or subcontractor infringes any patent or copyright. Contractor will be notified promptly in writing by the District of any notice of such claim.

15. **Insurance:** Subcontractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Subcontractor, its agents, representatives, or employees. The District shall be named as an insured under the Subcontractor's Commercial General Liability insurance policy with respect to work performed for the District under this Agreement.

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

A. Minimum Scope of Insurance

Subcontractor shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The District shall be named as an insured under the

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Subcontractor's Commercial General Liability insurance policy with respect to the work performed for the District.

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

B. Minimum Amounts of Insurance

Subcontractor shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

16. **Safeguarding of Information and Privacy:** The use or disclosure by any party of any information concerning a client obtained in providing service under this agreement shall be subject to Chapter

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42.56 RCW and Chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations. Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this Agreement. Subcontractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

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

The District reserves the right to monitor, audit, or investigate the use of personal information collected, used, or acquired by the Subcontractor through this Agreement. The monitoring, auditing, or investigating may include but is not limited to "salting" by the District. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

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

17. **Records Maintenance:** The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to the inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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

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

18. **Written Policies and Procedures/Documents on File:** Written policies and procedures, consistent with federal and state regulations, as applicable, will be kept on file in the office of the Subcontractor and available for review at the request of District staff. Such policies and procedures will include, but not be limited to, as appropriate:

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- Job Descriptions
- Confidentiality Policy
- Community Needs Assessment

In addition, Subcontractor will keep on file and make available for review by District staff documents consistent with federal and state regulations that will include but are not limited to the latest agency audit and subcontractor agreements. The Subcontractor will include these requirements in all approved subcontracts.

19. **Required Reports:** Subcontractor will submit required reports quarterly using required forms according to procedures issued by the District.

Subcontractor will be obligated to submit required reports after the close of the contract period, during the transfer of obligations to another contractor, or upon termination of the contract for any reason.

Subcontractor will include all requirements listed above in all approved subcontracts.

Due dates outside the Period of Performance are for reporting only. Subcontractor may not bill for work done outside the Period of Performance.

20. **Statutory and Regulatory Compliance:** Subcontractor shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.
21. **Compliance with State and Federal Confidentiality Laws:** Subcontractor shall not use or disclose any protected health information (PHI) or personally identifiable information (PII) created or shared under this Agreement for any purpose not directly connected with this Agreement or in any manner that would constitute a violation of the Health Information Portability and Accountability Act, commonly known as HIPAA, and any regulations enacted pursuant to its provisions. Any PHI or PII collected, used, or acquired in connection with this Agreement shall be subject to Chapter 42.56 RCW and chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations. Contractor agrees not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons PHI or PII without the express written consent of the District. For the purpose of this section, PII means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name, etc. Contractor shall sign a Business Associate Agreement which is incorporated into this Agreement as **ATTACHMENT C**.
22. **Certification Regarding Suspension and Debarment:** Subcontractor, by completing and returning to the District the "Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form," and completing, signing and returning to the District the "Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion for Lower Tier Covered Transactions" form, (to be supplied to lower tier participants; see **ATTACHMENT D**), certifies that it is not debarred, suspended, or proposed for debarment by any federal agency.

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23. **Suspension of Performance and Resumption of Performance:** In the event contract funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the District may give notice to Subcontractor to suspend performance as an alternative to termination. The District may elect to give written notice to Subcontractor to suspend performance when the District determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may occur by facsimile or email to Subcontractor's representative. Subcontractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance, each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When the District determines that the funding insufficiency is resolved, the District may give Subcontractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Subcontractor will give written notice to the District as to whether it can resume performance, and if so, the date upon which it agrees to resume performance. If Subcontractor gives notice to the District that it cannot resume performance, the parties agree that the Agreement will be terminated retroactive to the original date of termination. If the date Subcontractor gives notice it can resume performance is not acceptable to the District, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to the District, the parties agree that the Agreement will be terminated retroactive to the original date of termination.

24. **Non-Discrimination:** Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, sexual preference, or the presence of any sensory mental or physical handicap.
25. **Waiver:** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing, signed by an authorized representative of the party and attached to the original Agreement.
26. **Assignment:** The work to be provided under this Agreement and any claim arising thereunder, is not assignable or delegable by either party in whole or in part without the express prior written consent of the District, which consent shall not be unreasonably withheld.
27. **Changes in Work:** In the event of any errors or omissions by Subcontractor in the performance of any work required under the Agreement, Subcontractor will make all necessary corrections without additional compensation. All work submitted by Subcontractor will be certified by Subcontractor and checked by Subcontractor for errors and omissions. Subcontractor will continue to be responsible for the accuracy of work even after the work is accepted by the District.
28. **Amendment:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.
29. **Termination:** This Agreement may be terminated by either party upon giving at least thirty (30) days advance written notice to the other party. If this Agreement is so terminated, the parties shall be

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liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of 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. Subcontractor 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 either party fails to perform in the manner called for in the Agreement, or if either party fails to comply with any other provision of the Agreement and fails to correct such noncompliance with thirty (30) days written notice thereof, the aggrieved party may terminate the Agreement for cause. Termination shall be affected by serving a notice of termination on the party setting forth the manner in which the party is in default. Subcontractor 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.

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

- 30. **Governance:** This agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.
- 31. **Dispute Resolution:** In the event that a dispute or conflict arises under the Agreement that the Parties are unable to resolve with good faith efforts, they shall allow the dispute to be decided by a Dispute Panel in the following manner: a Mediator shall be mutually appointed by both parties, and each party shall appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the Parties hereto. The Parties shall equally share the costs, if any, for the services of the Dispute Panel.
- 32. **Severability:** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
- 33. **Choice of Law:** The Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that the Agreement shall be

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governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of the Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.

34. **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.
35. **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.
36. **Subcontracting:** Subcontractor shall not enter into subcontracts for any of the work contemplated under this Agreement without prior written approval of the District. In no event shall the existence of the subcontract operate to release or reduce the liability of Subcontractor to the Department for any breach in the performance of the Subcontractor's duties. This clause does not include contracts of employment between the Subcontractor and personnel assigned to work under this Agreement.

Additionally, Subcontractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. Subcontractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the District or as provided by law.

If at any time during the progress of the work, the District determines in its sole judgment that any contractor is incompetent, the District shall notify Subcontractor, and Subcontractor shall take immediate steps to terminate its subcontractor's involvement in the work. The rejection or approval by the District of any subcontractor or the termination of a subcontractor shall not relieve Subcontractor of any of its responsibilities under the Agreement, nor be the basis for additional charges to the District.

37. **Personnel Removal:** Subcontractor agrees to remove immediately any of its subcontractors, employees, agents, or representatives from assignment to perform services under the Agreement upon receipt of a written request to do so from the District's contract representative or designee.
38. **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.


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

KITSAP PUBLIC HEALTH DISTRICT _____

BAINBRIDGE ISLAND FIRE DEPARTMENT

By: Keith Grellner
Keith Grellner
Administrator

By: 
Hank Teran
Fire Chief

Date: 5/28/2021

Date: 5/27/2021

Funding Source
Federal Contract/Grant: DOH Con Con CLH18248 (KPHD 1749) CFDA# 97.036 BARS Revenue Code: 333.97.03

MISCELLANEOUS: FEDERAL CONTRACTS REQUIRE ADDITIONAL PROVISIONS:

Check CFR requirements: https://www.ecfr.gov/cgi-bin/text-idx?SID=031b616b44ba7a18d1a96656ea144d44&mc=true&node=ap2.1.200_1521.ii&rgn=div9

Majority of the required terms will not apply but the ones to watch for:

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

37 CFR 401.2(2) defines “funding agreement” as “The term funding agreement means any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

If the contract/grant is over \$100,000 and involves bidding or an application for the award: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) provision needs to be added

ATTACHEMENT A SCOPE OF WORK

Subcontractor agrees to the following scope of work:

1. Subcontractor shall (a) provide paramedic services at District mass vaccination clinics and/or (b) partner with their jurisdictional partners to conduct mass COVID-19 vaccination clinics within Kitsap County.
2. Subcontractor shall follow their agency's procedures for providing paramedic services, if applicable.
3. Subcontractor shall only seek reimbursement from District for (a) eligible personnel and mileage expenses related to supporting District's mass COVID-19 vaccination clinics and/or (b) eligible costs related to mass COVID-19 vaccination clinics held in Kitsap County. "Mass vaccination clinic" as defined by DOH are "vaccination clinics outside of the usual healthcare delivery method such as pop-up clinics, mobile clinics, drive-through clinics, etc., in a non-clinical facility (e.g., new/separate buildings from regular clinic sites, parking lots, fairgrounds, etc.)" or outside of / in addition to regular medical environment (e.g., eye doctors, dentists, surgeons, etc., who are not normally registered vaccine providers or who do not regularly provide vaccination services).
4. Subcontractor shall only bill direct costs; indirect costs not allowed.
5. Subcontractor shall prepare and submit monthly invoices and reports as required by this Agreement.
6. Subcontractor shall not submit reimbursement requests for vaccination support services that have already been billed through other means or for which reimbursement has been / will be received outside of this Agreement.
7. Subcontractor shall use the cost summary workbook template provided by District to prepare and submit reimbursement requests.
8. Subcontractor shall compile and retain back-up documentation for reimbursement requests in accordance with FEMA requirements.

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ATTACHMENT B

See Attachment B – Washington State Department of Health Mass Vaccination Funding Guidance for Local Health Jurisdictions (March 2021)

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ATTACHMENT C HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (“Agreement”) is entered into by and between the Kitsap Public Health District (“Covered Entity”) and Bainbridge Island Fire Department (“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 Bainbridge Island Fire Department.
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.

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

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

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

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

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

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

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

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

Section IV. Permitted Uses and Disclosures by Business Associate

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

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

- 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. 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.
2. 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

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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.

3. 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.

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Kitsap Public Health District

ATTACHMENT D - Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

Health District Contract Number 2177

NAME Hank Teran	Doing Business as (DBA) Bainbridge Island Fire District	
ADDRESS 8895 Madison Ave,	Washington Uniform Business Identifier (UBI) 601138612	Federal Employer Tax Identification Number 41-2196245

Instructions For Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion For Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds. This certification is submitted as part of a request to contract.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Kitsap Public Health District

Certification

**Regarding Debarment, Suspension, Ineligibility or
Voluntary Exclusion For Lower Tier Covered Transactions**

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Contractor Signature

5/27/2021

Date

Hank Teran

Fire Chief

Print Name and Title



Meeting Date:
Agenda Item No:

Approved 6/21/21
Affirm 6/28/21

Kitsap County Board of Commissioners			
Office/Department:		Commissioners	
Staff Contact:		Eric Baker	
Agenda Item Title:		KC-387-21 - Kitsap Public Health District for Mass Vaccination and Other Support	
Recommended Action: approve KC-387-21 - Kitsap Public Health District for Mass Vaccination and Other Support			
Summary:	Kitsap County is committed to quickly, efficiently, and equitably vaccinating all eligible persons against COVID-19 to stop the spread of this disease and help end the COVID-19 pandemic. This requires collaboration and coordination between the District, healthcare providers, and other entities. This Agreement provides a means for Kitsap County who is providing staffing, logistical, and support services via the Kitsap County Emergency Operations Center to support the Health District's COVID-19 mass vaccination clinics in Kitsap County and be eligible for federal FEMA reimbursement for such work.		
Attachments:	1. Contract Review Sheet 2. Contract		
Fiscal Impact for this Specific Action			
Expenditure required for this specific action:		\$0	
Related Revenue for this specific action:		\$0	
Cost Savings for this specific action:		\$0	
Net Fiscal Impact:		\$0	
Source of Funds:		0	
Fiscal Impact for Total Project			
Project Costs:		\$0	
Project Costs Savings:		\$0	
Project Related Revenue:		\$0	
Project Net Total:		\$0	
Office/Departmental Review & Coordination			
Office/Department	Elected Official/Department Director		
Commissioners			
Contract Information			
Contract Number	Date Original Contract or Amendment Approved	Amount of Original Contract Amendment	Total Amount of Amended Contract
KC-387-21	pending		



Kitsap County
CONTRACT REVIEW SHEET
(Chapter 3.56 KCC)

A. CONTRACT INFORMATION <i>(for Contract Signing Authority, see KCC 3.56.075)</i>					
1. Contractor	Kitsap Public Health District				
2. Purpose	Contract with the Kitsap Public Health District for Mass Vaccination and Other Support				
3. Contract Amount	\$0	Disburse	<input type="checkbox"/>	Receive	<input type="checkbox"/>
4. Contract Term	Upon signature – 6/30/21				
5. Contract Administrator	Eric Baker		Phone	360-337-4495	
Approved:			Date		
Department Director					
B. AUDITOR – Accounting Information					
1. Contract Control No.	KC-387-21				
2. Fund Name	0				
3. Payment from-Revenue to CC/Account No.	NA				
Reviewer	Dave Schureman		Date	6/9/2021	
4. Comments					
C. AUDITOR – Grant Review <i>Signature only required if grant funded contract</i>					
1.	<input type="checkbox"/>	Approved	<input type="checkbox"/>	Not Approved	
Reviewer	NA		Date		
2. Comments:					
D. ADMINISTRATIVE SERVICES DEPARTMENT – Risk Manager Review					
1.	<input checked="" type="checkbox"/>	Approved	<input type="checkbox"/>	Not Approved	
Reviewer	Timothy M. Perez		Date	6/10/2021	
2. Comments:					
E. ADMINISTRATIVE SERVICES DEPARTMENT – Budget Manager Review <i>Signature required if \$50,000 or more OR if signed by Board of Commissioners (regardless of dollar amount)</i>					
1.	<input checked="" type="checkbox"/>	Approved	<input type="checkbox"/>	Not Approved	
Reviewer	Aimée Campbell		Date	06/15/2021	
2. Comments:					
F. HUMAN RESOURCES – Human Resources Director Review <i>Signature only required if union or employment contract</i>					
1.	<input type="checkbox"/>	Approved	<input type="checkbox"/>	Not Approved	
Reviewer			Date		
2. Comments:					
G. INFORMATION SERVICES – Information Services Director Review <i>Signature only required if technology contract</i>					
1.	<input type="checkbox"/>	Approved	<input type="checkbox"/>	Not Approved	
Reviewer			Date		
2. Comments:					
H. PROSECUTING ATTORNEY					
1.	<input checked="" type="checkbox"/>	Approved as to Form	<input type="checkbox"/>	Not Approved as to Form	
Reviewer	Susan Rogers		Date	6/10/2021	
2. Comments:					

Date Approved by Authorized Contract Signer:
RETURN SIGNED ORIGINALS TO:

Date 6/21/21
Alex Jarrett @ MS- 4

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PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
And
KITSAP COUNTY

This Professional Services Agreement (“Agreement”) is made and entered into between the Kitsap Public Health District, a Health District organized pursuant to chapter 70.46 Revised Code of Washington and Section 9.52 Kitsap County Code, hereinafter referred to as “District,” and Kitsap County, hereinafter referred to as “Subcontractor.”

WHEREAS, on February 29, 2020, the Governor of Washington State executed a Proclamation of Emergency relating to the COVID-19 outbreak, which remains in effect;

WHEREAS, on March 8, 2020, the Director of the Kitsap County Department of Emergency Management (DEM) issued a Proclamation of Emergency in response to the cases of COVID-19 identified in Kitsap County;

WHEREAS, on March 9, 2020, the Kitsap County Board of County Commissioners issued resolution 047-2020 declaring a civil emergency and suspending procedures and formalities in response to the Coronavirus (COVID-19) pandemic ratifying the Proclamation of Emergency adopted by the DEM Director;

WHEREAS, on March 11, 2020, the World Health Organization declared the rapidly spreading COVID-19 a pandemic;

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation declaring COVID-19 a nation emergency, which remains in effect;

WHEREAS, the County, through the Emergency Management Operations Center (EOC) operating under mission number 20-0265, is working cooperatively with the Kitsap Public Health District (KPHD) to facilitate and provide vaccination resources to the community in response to this pandemic; and

WHEREAS, the Kitsap County Board of Commissioners find that an emergency exists and that the state and county competitive bidding should be waived as permitted by RCW 39.04.280, and resolution 047-2020, and hereby waive such requirements for purposes of this Contract.

The parties mutually agree as follows:

1. **Period of Performance:** The period of performance of this Agreement shall begin January 21, 2021 (“effective date”) and be completed no later than July 20, 2021 unless terminated sooner or extended as provided for herein.

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2. **Purpose:** Kitsap County is committed to quickly, efficiently, and equitably vaccinating all eligible persons against COVID-19 to stop the spread of this disease and help end the COVID-19 pandemic. This requires collaboration and coordination between the District, healthcare providers, and other entities. This Agreement provides a means for Subcontractor, who is providing staffing, logistical, and support services via the Kitsap County Emergency Operations Center to support the District's COVID-19 mass vaccination clinics in Kitsap County to be eligible for federal FEMA reimbursement for such work.
3. **Qualifications/Eligibility:**
 - A. Subcontractor will have the qualifications necessary to successfully complete the objectives of this Agreement. Subcontractor hereby affirms that he/she is eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA).
 - B. Eligible costs for the Period of Performance include include facility rentals; medical and support staff for planning, management, support, and operations, including wrap-around services for staff (i.e., meals, mileage, etc. as necessary) for mass vaccination clinics held in Kitsap County.
 - C. Regular and overtime pay associated with mass vaccination clinic operations under this Agreement is allowable for all staff working under this Agreement, and must be billed as a direct charge. Timesheets are required documentation and must be available upon request by the District or Washington State Department of Health (DOH). Timesheets shall include time-in / time-out and a brief description of the billable activity.
 - D. Indirect rates are not eligible for reimbursement under this Agreement.
 - E. Examples of eligible items include but are not limited to facility infection control measures, personal protective equipment (PPE) and its storage and delivery, storage equipment, coolers, freezers, temperature monitoring devices, portable vaccine storage units for transportation, supplies such as emergency medical supplies (for emergency medical care needs that may arise in the administration of the vaccine), containers for medical waste, as well as proper storage as needed for canisters of liquid nitrogen or dry ice, Supplies, equipment, PPE, and IT specifically supporting the mass vaccine sites such as computers, printers, copies, scanners, WIFI, cell phones or other supporting technologies as defined by the District, tents, tables, signed, traffic cones, flags, site security personnel other access control and safety management resources as agreed by the District and the IMO. Support personnel for the mass vaccination clinics including volunteer management. Eligible equipment purchase costs cannot exceed \$5,000 per piece. Equipment over \$5,000 a piece must be pre-approved by the IMO, the District and the DOH and must be rented/leased rather than purchased.
 - F. Any diversion from the preceding list of pre-approved expenses will require a narrative on the purchase rationale and will be subject to IMO, District and DOH approval prior to reimbursement.

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4. **Services:** Refer to **ATTACHMENT A** Scope of Work.
 - A. Subcontractor agrees to provide its own labor and materials. Unless otherwise provided for in the agreement, no material, labor or facilities will be furnished by the District.
 - B. Subcontractor will perform the work specified in the Agreement and provide the required deliverables according to standard industry practice.
 - C. Subcontractor has not billed Medicare, Medicaid, or other insurance for services provided at District's COVID-19 mass vaccination clinics.
5. **Compensation:** The District agrees to reimburse Subcontractor for up to 100% of eligible direct costs for mass vaccination clinic expenses as described in this Agreement during the Period of Performance. Reimbursement will be based on the invoices submitted by Subcontractor using a monthly cost worksheet provided by the District. Subcontractor will be reimbursed only for work authorized in the Agreement and only for qualified expenses as described in the Washington State Department of Health's Mass Vaccination Funding Guidance for Local Public Health Jurisdictions (dated March 19, 2021) (**ATTACHMENT B**). Subcontractor will not be entitled to reimbursement 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. Subcontractor shall submit reimbursement requests and required reports on a monthly basis. Reimbursement for January 2021 through May 2021 may be requested in June 2021.
6. **Federal Source of Funds:** The funding source for this Agreement is Federal.
7. **Emergency Waivers of Existing Procurement Procedures.** In March 2020, Kitsap County and the Cities of 2020, Kitsap County and the Cities of Bainbridge Island, Bremerton, Port Orchard, and Poulsbo issued emergency proclamations regarding the COVID-19 pandemic. These proclamations waived particular local public advertising, competitive procurement, and contract requirements as provided by RCW 39.04.280 and, as applicable, local city codes excepting mandatory constitutional amendment requirements. While non-state entities must follow procurement requirements found at 2 C.F.R. §§ 200.317 – 200.326, federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation. This represents an exception to requirements for full and open competition. Federal Emergency Management Agency (FEMA) approval is not required for use of noncompetitive procurements under the emergency or exigency exception; however, the non-state entity must document its justification for using noncompetitive procurements and must still comply with other procurement requirements and ensure that costs are reasonable.
8. **Performance Requirements and Notices:** The assigned District staff will monitor the performance of this contract, approve billings submitted by the Subcontractor, and determine the acceptability of required documentation provided by the Subcontractor. District staff will provide and facilitate assistance and guidance to the Subcontractor as necessary. Deliverables

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and notices pursuant to this agreement shall be sent to the designated District Program Coordinator who is responsible for project coordination:

If to the District:

Kitsap Public Health District
Attn: Jessica Guidry
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2267
jessica.guidry@kitsappublichealth.org

If to the Subcontractor:

Kitsap County
Attn: Elizabeth Klute
911 Carver Street W
Bremerton, WA 98312
(360) 204-6703
eklute@co.kitsap.wa.us

9. **Billings:** Billings to the District shall be submitted monthly by the 10th of the following month. Billings shall be sent to:

Kitsap Public Health District
Attn: Melissa Laird
345 6th Street, Suite 300
Bremerton, WA 98337
melissa.laird@kitsappublichealth.org

Email submission of invoices is encouraged. However, original hardcopies of the signed invoice are required and shall be mailed to the District. Full backup is required for all expenditures. Backup documentation can include, but is not limited to receipts, invoices, billing records, work orders, positive time and attendance records (timesheets), travel vouchers and accounting expense reports. Failure to provide the required information may result in nonpayment of invoices or termination of this contract.

10. **Tax Payments:** Subcontractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
11. **Independent Capacity:** Subcontractor and its employees or agents who are engaged in the performance of this Agreement shall continue to be employees or agents of Subcontractor and shall not be considered to be employees or agents of the District for any purpose.
12. **Assignment, Delegation, and Subcontracting:** Subcontractor will perform under the Agreement using only its bona fide employees or agents, and the obligations and duties of Subcontractor under the Agreement will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the District.
- Subcontractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Subcontractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Agreement.
13. **Rights in Data:** Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright act of 1976 and shall be owned by the

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District. Data shall include, but is not limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The District maintains all rights to the license to publish, translate, reproduce, modify, deliver, dispose of the data, and to authorize others to do so.

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 the District. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.

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

14. **Indemnification:** Subcontractor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Subcontractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District.

Subcontractor will hold harmless, indemnify and defend the District, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the District, where such action is based on the claim that information supplied by Subcontractor or subcontractor infringes any patent or copyright. Subcontractor will be notified promptly in writing by the District of any notice of such claim.

15. **Insurance:** Subcontractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Subcontractor, its agents, representatives, or employees. The District shall be named as an insured under the Subcontractor's Commercial General Liability insurance policy with respect to work performed for the District under this Agreement.

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

A. Minimum Scope of Insurance

Subcontractor shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The District shall be named as an insured under the Subcontractor's Commercial General Liability insurance policy with respect to the work performed for the District.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability insurance appropriate to the Subcontractor's profession. The Subcontractor shall provide the District with proof of liability insurance or professional errors and omissions coverage as appropriate.

B. Minimum Amounts of Insurance

Subcontractor shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

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E. Verification of Coverage

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

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

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

The District reserves the right to monitor, audit, or investigate the use of personal information collected, used, or acquired by the Subcontractor through this Agreement. The monitoring, auditing, or investigating may include but is not limited to "salting" by the District. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

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

17. **Records Maintenance:** The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to the inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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

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

18. **Written Policies and Procedures/Documents on File:** Written policies and procedures, consistent with federal and state regulations, as applicable, will be kept on file in the office of the Subcontractor and available for review at the request of District staff. Such policies and procedures will include, but not be limited to, as appropriate:

- Job Descriptions
- Confidentiality Policy

In addition, Subcontractor will keep on file and make available for review by District staff documents consistent with federal and state regulations that will include but are not limited to the latest agency audit and subcontractor agreements. The Subcontractor will include these requirements in all approved subcontracts.

19. **Required Reports:** Subcontractor will submit required reports quarterly using required forms according to procedures issued by the District.

Subcontractor will be obligated to submit required reports after the close of the contract period, during the transfer of obligations to another contractor, or upon termination of the contract for any reason.

Subcontractor will include all requirements listed above in all approved subcontracts.

Due dates outside the Period of Performance are for reporting only. Subcontractor may not bill for work done outside the Period of Performance.

20. **Statutory and Regulatory Compliance:** Subcontractor shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.

21. **Compliance with State and Federal Confidentiality Laws:** Subcontractor shall not use or disclose any protected health information (PHI) or personally identifiable information (PII) created or shared under this Agreement for any purpose not directly connected with this Agreement or in any manner that would constitute a violation of the Health Information Portability and Accountability Act, commonly known as HIPAA, and any regulations enacted

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pursuant to its provisions. Any PHI or PII collected, used, or acquired in connection with this Agreement shall be subject to Chapter 42.56 RCW and chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations. Subcontractor agrees not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons PHI or PII without the express written consent of the District. For the purpose of this section, PII means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name, etc. Subcontractor shall sign a Business Associate Agreement which is incorporated into this Agreement as **ATTACHMENT C**.

22. **Certification Regarding Suspension and Debarment:** Subcontractor, by completing and returning to the District the "Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form," and completing, signing and returning to the District the "Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion for Lower Tier Covered Transactions" form, (to be supplied to lower tier participants; see **ATTACHMENT D**), certifies that it is not debarred, suspended, or proposed for debarment by any federal agency.
23. **Suspension of Performance and Resumption of Performance:** In the event contract funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the District may give notice to Subcontractor to suspend performance as an alternative to termination. The District may elect to give written notice to Subcontractor to suspend performance when the District determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may occur by facsimile or email to Subcontractor's representative. Subcontractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance, each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When the District determines that the funding insufficiency is resolved, the District may give Subcontractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Subcontractor will give written notice to the District as to whether it can resume performance, and if so, the date upon which it agrees to resume performance. If Subcontractor gives notice to the District that it cannot resume performance, the parties agree that the Agreement will be terminated retroactive to the original date of termination. If the date Subcontractor gives notice it can resume performance is not acceptable to the District, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to the District, the parties agree that the Agreement will be terminated retroactive to the original date of termination.

24. **Non-Discrimination:** Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, sexual preference, or the presence of any sensory mental or physical handicap.

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25. **Waiver:** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing, signed by an authorized representative of the party and attached to the original Agreement.
26. **Assignment:** The work to be provided under this Agreement and any claim arising thereunder, is not assignable or delegable by either party in whole or in part without the express prior written consent of the District, which consent shall not be unreasonably withheld.
27. **Changes in Work:** In the event of any errors or omissions by Subcontractor in the performance of any work required under the Agreement, Subcontractor will make all necessary corrections without additional compensation. All work submitted by Subcontractor will be certified by Subcontractor and checked by Subcontractor for errors and omissions. Subcontractor will continue to be responsible for the accuracy of work even after the work is accepted by the District.
28. **Amendment:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.
29. **Termination:** This Agreement may be terminated by either party upon giving at least thirty (30) days advance written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- 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. Subcontractor 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 either party fails to perform in the manner called for in the Agreement, or if either party fails to comply with any other provision of the Agreement and fails to correct such noncompliance with thirty (30) days written notice thereof, the aggrieved party may terminate the Agreement for cause. Termination shall be affected by serving a notice of termination on the party setting forth the manner in which the party is in default. Subcontractor shall be paid for services performed in accordance with the manner of performance set forth in this Agreement.

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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.

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

30. **Governance:** This agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

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

32. **Severability:** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

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

34. **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.

35. **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.

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36. **Subcontracting:** Subcontractor shall not enter into subcontracts for any of the work contemplated under this Agreement without prior written approval of the District. In no event shall the existence of the subcontract operate to release or reduce the liability of Subcontractor to the Department for any breach in the performance of the Subcontractor's duties. This clause does not include contracts of employment between the Subcontractor and personnel assigned to work under this Agreement.

Additionally, Subcontractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. Subcontractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the District or as provided by law.

If at any time during the progress of the work, the District determines in its sole judgment that any contractor is incompetent, the District shall notify Subcontractor, and Subcontractor shall take immediate steps to terminate its subcontractor's involvement in the work. The rejection or approval by the District of any subcontractor or the termination of a subcontractor shall not relieve Subcontractor of any of its responsibilities under the Agreement, nor be the basis for additional charges to the District.

37. **Personnel Removal:** Subcontractor agrees to remove immediately any of its subcontractors, employees, agents, or representatives from assignment to perform services under the Agreement upon receipt of a written request to do so from the District's contract representative or designee.
38. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding its subject matter. Any oral or written representations not expressly incorporated in this Agreement are specifically excluded.

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


KITSAP PUBLIC HEALTH DISTRICT _____

KITSAP COUNTY

By: **Keith Grellner**

Keith Grellner
Administrator

By: _____


Elizabeth Klute, Director
Kitsap County Department of
Emergency Management

Date: 6/1/2021

Date: 6/3/2021

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DATED this 21 day of June, 2021.



BOARD OF COUNTY COMMISSIONERS

KITSAP COUNTY, WASHINGTON

ROBERT GELDER, Chair

EDWARD E. WOLFE, Commissioner

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

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Funding Source
Federal Contract/Grant: DOH Con Con CLH18248 (KPHD 1749) CFDA# 97.036 BARS Revenue Code: 333.97.03

MISCELLANEOUS: FEDERAL CONTRACTS REQUIRE ADDITIONAL PROVISIONS:

Check CFR requirements: https://www.ecfr.gov/cgi-bin/text-idx?SID=031b616b44ba7a18d1a96656ea144d44&mc=true&node=ap2.1.200_1521.ii&rgn=div9

Majority of the required terms will not apply but the ones to watch for:

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

37 CFR 401.2(2) defines “funding agreement” as “The term funding agreement means any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

If the contract/grant is over \$100,000 and involves bidding or an application for the award: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) provision needs to be added

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ATTACHEMENT A SCOPE OF WORK

Subcontractor agrees to the following scope of work:

1. Subcontractor shall provide staffing, logistical assistance (including set up, tear down, warehousing/staging and storage), equipment, supplies, and volunteer resources (and their management), public information, and support other resources needs as requested by the District, even if not expressly identified in this Agreement, to facilitate Mass Vaccination Clinic Operations, via the Kitsap County Emergency Operations Center, in support of District mass vaccination clinics.
2. Subcontractor shall only seek reimbursement from District for expenses related to supporting COVID-19 mass vaccination clinics. "Mass vaccination clinic" as defined by DOH are "vaccination clinics outside of the usual healthcare delivery method such as pop-up clinics, mobile clinics, drive-through clinics, etc., in a non-clinical facility (e.g., new/separate buildings from regular clinic sites, parking lots, fairgrounds, etc.)" or outside of / in addition to regular medical environment (e.g., eye doctors, dentists, surgeons, etc., who are not normally registered vaccine providers or who do not regularly provide vaccination services).
3. Subcontractor shall only bill direct costs; indirect costs not allowed.
4. Subcontractor shall prepare and submit monthly invoices and reports as required by this Agreement.
5. Subcontractor shall not submit reimbursement requests for vaccination support services that have already been billed through other means or for which reimbursement has been / will be received outside of this Agreement.
6. Subcontractor shall use the cost summary workbook template provided by District to prepare and submit reimbursement requests.
7. Subcontractor shall compile and retain back-up documentation for reimbursement requests in accordance with FEMA requirements.

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ATTACHMENT B

See Attachment B – Washington State Department of Health Mass Vaccination Funding Guidance for Local Health Jurisdictions (March 2021)

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ATTACHMENT C HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (“Agreement”) is entered into by and between the Kitsap Public Health District (“Covered Entity”) and Kitsap County (“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 County. Notwithstanding the foregoing, Kitsap County will only be classified as a Business Associate for those activities that would classify Kitsap County as a business associate under 45 CFR 160.13.
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.

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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.

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

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

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

Section IV. Permitted Uses and Disclosures by Business Associate

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

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

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1. 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.
2. 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.

3. 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.

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ATTACHMENT D

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

Health District Contract Number 2178

NAME Kitsap County	Doing Business as (DBA) Kitsap County	
ADDRESS 614 Division St, MS4, Port Orchard, WA 98366	Washington Uniform Business Identifier (UBI) 182-002-345	Federal Employer Tax Identification Number 91-6001348

Instructions For Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion For Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds. This certification is submitted as part of a request to contract.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.

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9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Kitsap Public Health District

Certification

Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion For Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Contractor Signature

6/3/2021

Date

Elizabeth Klute

Elizabeth F Klute, Disaster Director

Print Name and Title

PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
And
FRANCISCAN HEALTH SYSTEM

This Professional Services Agreement (“Agreement”) is made and entered into between the Kitsap Public Health District, a Health District organized pursuant to chapter 70.46 Revised Code of Washington and Section 9.52 Kitsap County Code, hereinafter referred to as “District,” and Franciscan Health System, hereinafter referred to as “Subcontractor OR Subrecipient.” The parties mutually agree as follows:

1. **Period of Performance:** The period of performance of this Agreement shall begin January 21, 2021 and be completed no later than July 21, 2021 unless terminated sooner or extended as provided for herein.
2. **Purpose:** Kitsap County is committed to quickly, efficiently, and equitably vaccinating all eligible persons against COVID-19 to stop the spread of this disease and help end the COVID-19 pandemic. This requires collaboration and coordination between the District, healthcare providers, and other entities. This Agreement provides a means for Subcontractor, who is conducting mass vaccination clinics to support Kitsap Public Health District’s COVID-19 Mass Vaccination Plan, to receive federal reimbursement for allowable expenses. Mass vaccination clinics are defined by the Washington State Department of Health as clinics conducted outside of the usual healthcare delivery methods such as pop-up clinics, mobile clinics, and clinics at non-clinical facilities (fairgrounds, arenas, etc.).
3. **Qualifications/Eligibility:**
 - A. Subcontractor will have the qualifications necessary to successfully complete the objectives of this Agreement. Subcontractor hereby affirms that he/she is eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA).
 - B. Eligible costs for the Period of Performance include facility rentals, medical and support staff for planning, management, support, and operations, including wrap-around services for staff (i.e., meals, travel, lodging, as necessary) for mass vaccination clinics held in Kitsap County.
 - C. Regular and overtime pay associated with mass vaccination clinic planning and operations under this Agreement is allowable for all staff working under this Agreement, and must be billed as a direct charge. Timesheets are required documentation and must be available upon request by the District or Washington State Department of Health (DOH). Timesheets shall include time-in / time-out and a brief description of the billable activity.
 - D. Indirect rates are not eligible for reimbursement under this Agreement.
 - E. Eligible equipment includes facility infection control measures, personal protective equipment (PPE), storage equipment, coolers, freezers, temperature monitoring devices, portable vaccine units for transportation, supplies such as emergency medical supplies (for emergency medical care needs that may arise in the administration of vaccine), containers for medical waste disposal, and storage equipment as needed for canisters of liquid nitrogen or dry ice. Eligible equipment purchases for reimbursement under this Agreement shall not exceed \$5,000 per piece.

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Equipment costs greater than \$5,000 per piece must be preapproved before purchase and reimbursement by District and DOH, and should be leased rather than purchased.

- F. Any diversion from the preceding list of pre-approved expenses will require a narrative on the purchase rationale and will be subject to District and DOH approval prior to reimbursement.

4. **Services:** Refer to **ATTACHMENT A** Scope of Work.

- A. Subcontractor agrees to provide its own labor and materials. Unless otherwise provided for in the agreement, no material, labor or facilities will be furnished by the District.
- B. Subcontractor will perform the work specified in the Agreement and provide the required deliverables according to standard industry practice.
- C. As an enrolled COVID-19 vaccine provider, Subcontractor will follow Washington State Department of Health's requirements for vaccine administration, storage, reporting, and other related tasks.
- D. Subcontractor has not billed Medicare, Medicaid, or other insurance for COVID-19 mass vaccination clinics.

5. **Compensation:** The District agrees to reimburse Subcontractor for up to 100% of eligible direct costs for mass vaccination clinic expenses as described in this Agreement during the Period of Performance. Reimbursement will be based on the invoices submitted by Subcontractor using a monthly cost worksheet provided by the District. Subcontractor will be reimbursed only for work expressly authorized in the Agreement and only for qualified expenses as described in the Washington State Department of Health's Mass Vaccination Funding Guidance for Local Public Health Jurisdictions (dated March 19, 2021) (**ATTACHMENT B**). Subcontractor will not be entitled to reimbursement 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. Subcontractor shall submit reimbursement requests and required reports on a monthly basis.

6. **Federal Source of Funds:** The funding source for this Agreement is Federal.

7. **Emergency Waivers of Existing Procurement Procedures.** In March 2020, Kitsap County and the Cities of 2020, Kitsap County and the Cities of Bainbridge Island, Bremerton, Port Orchard, and Poulsbo issued emergency proclamations regarding the COVID-19 pandemic. These proclamations waived particular local public advertising, competitive procurement, and contract requirements as provided by RCW 39.04.280 and, as applicable, local city codes excepting mandatory constitutional amendment requirements. While non-state entities must follow procurement requirements found at 2 C.F.R. §§ 200.317 – 200.326, federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation. This represents an exception to requirements for full and open competition. Federal Emergency Management Agency (FEMA) approval is not required for use of noncompetitive procurements under the emergency or exigency exception; however, the non-state entity must document its justification for using noncompetitive procurements and must still comply with other procurement requirements and ensure that costs are reasonable.

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8. **Performance Requirements and Notices:** The assigned District staff will monitor the performance of this contract, approve billings submitted by the Subcontractor, and determine the acceptability of required documentation provided by the Subcontractor. District staff will provide and facilitate assistance and guidance to the Subcontractor as necessary. Deliverables and notices pursuant to this agreement shall be sent to the designated District Program Coordinator who is responsible for project coordination:

If to the District:

Kitsap Public Health District
Attn: Jessica Guidry
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2267
jessica.guidry@kitsappublichealth.org

If to the Subcontractor:

Franciscan Health System
Attn: Michelle Anderson
1717 S J Street, MS 070-01
Tacoma, WA 98405
(206) 854-8696
michelleanderson@chifranciscan.org

9. **Billings:** Billings to the District shall be submitted monthly by the 10th of the following month. Billings shall be sent to:

Kitsap Public Health District
Attn: Melissa Laird
345 6th Street, Suite 300
Bremerton, WA 98337
melissa.laird@kitsappublichealth.org

Email submission of invoices is encouraged. However, original hardcopies of the signed invoice are required and shall be mailed to the District. Full backup is required for all expenditures. Backup documentation can include, but is not limited to receipts, invoices, billing records, work orders, positive time and attendance records (timesheets), travel vouchers and accounting expense reports. Failure to provide the required information may result in nonpayment of invoices or termination of this contract.

10. **Tax Payments:** Subcontractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
11. **Independent Capacity:** Subcontractor and its employees or agents who are engaged in the performance of this Agreement shall continue to be employees or agents of Subcontractor and shall not be considered to be employees or agents of the District for any purpose.
12. **Assignment, Delegation, and Subcontracting:** Subcontractor will perform under the Agreement using only its bona fide employees or agents, and the obligations and duties of Subcontractor under the Agreement will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the District.

Subcontractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Subcontractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Agreement.

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13. **Rights in Data:** Unless otherwise provided, data which originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright act of 1976 and shall be owned by the District. Data shall include, but is not limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The District maintains all rights to the license to publish, translate, reproduce, modify, deliver, dispose of the data, and to authorize others to do so.

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 the District. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.

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

14. **Indemnification:** Subcontractor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Subcontractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District. Solely for the purposes of this provision, Subcontractor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This provision will survive the expiration or termination of this Agreement.

Contractor will hold harmless, indemnify and defend the District, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the District, where such action is based on the claim that information supplied by Contractor or subcontractor infringes any patent or copyright. Contractor will be notified promptly in writing by the District of any notice of such claim.

15. **Insurance:** Subcontractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Subcontractor, its agents, representatives, or employees. The District shall be named as an insured under the Subcontractor’s Commercial General Liability insurance policy with respect to work performed for the District under this Agreement.

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

A. Minimum Scope of Insurance

Subcontractor shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The District shall be named as an insured under the Subcontractor's Commercial General Liability insurance policy with respect to the work performed for the District.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability insurance appropriate to the Subcontractor's profession. The Subcontractor shall provide the District with proof of liability insurance or professional errors and omissions coverage as appropriate.

B. Minimum Amounts of Insurance

Subcontractor shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

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E. Verification of Coverage

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

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

Subcontractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to personal information. Any unauthorized access or use of confidential information must be reported to the District Security Officer at (360) 728-2232. The notification must be made in the most expedient time possible (usually within 24 hours of discovery) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

The District reserves the right to monitor, audit, or investigate the use of personal information collected, used, or acquired by the Subcontractor through this Agreement. The monitoring, auditing, or investigating may include but is not limited to "salting" by the District. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

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

17. **Records Maintenance:** The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to the inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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

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

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reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

All Records except medical and client treatment records or records otherwise exempt by law, shall be considered to be public records and maintained in accordance with applicable laws. Medical client treatment records of all kinds shall be considered confidential. Subcontractor agrees to notify District immediately if there is a breach of security of any system maintained by Subcontractor that includes personal information (as defined in RCW 19.255.010) acquired in connection with Subcontractor's performance of Services under this Contract.

All Records, including pre-contract documents (such as bid documents), supplied by Subcontractor shall be considered to be public records. Subcontractor acknowledges that District is a public entity subject to the Public Records Act, Chapter 42.56 RCW. Subcontractor further acknowledges that Records submitted to District may be subject to release to a third party. If Subcontractor believes that any Records should be confidential (such as trade secret or other proprietary data) Subcontractor must mark such Records accordingly. If District receives a request for Records which would include Records marked by Subcontractor as confidential, District will contact and notify the Contractor of the request. If Subcontractor desires to prevent release of the Record, it shall be Subcontractor's sole responsibility to obtain a court order enjoining the release. Nothing in this section shall be deemed to impose any duties, obligations, or liability upon District for the release of Records regardless of whether they are marked confidential.

18. **Written Policies and Procedures/Documents on File:** Written policies and procedures, consistent with federal and state regulations, as applicable, will be kept on file in the office of the Subcontractor and available for review at the request of District staff. Such policies and procedures will include, but not be limited to, as appropriate:

- Job Descriptions
- Confidentiality Policy
- Community Needs Assessment

In addition, Subcontractor will keep on file and make available for review by District staff documents consistent with federal and state regulations that will include but are not limited to the latest agency audit and subcontractor agreements. The Subcontractor will include these requirements in all approved subcontracts.

19. **Required Reports:** Subcontractor will submit required reports quarterly using required forms according to procedures issued by the District.

Subcontractor will be obligated to submit required reports after the close of the contract period, during the transfer of obligations to another contractor, or upon termination of the contract for any reason.

Subcontractor will include all requirements listed above in all approved subcontracts.

Due dates outside the Period of Performance are for reporting only. Subcontractor may not bill for work done outside the Period of Performance.

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20. **Statutory and Regulatory Compliance:** Subcontractor shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.
21. **Compliance with State and Federal Confidentiality Laws:** Subcontractor shall not use or disclose any protected health information (PHI) or personally identifiable information (PII) created or shared under this Agreement for any purpose not directly connected with this Agreement or in any manner that would constitute a violation of the Health Information Portability and Accountability Act, commonly known as HIPAA, and any regulations enacted pursuant to its provisions. Any PHI or PII collected, used, or acquired in connection with this Agreement shall be subject to Chapter 42.56 RCW and chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations. Contractor agrees not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons PHI or PII without the express written consent of the District. For the purpose of this section, PII means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name, etc. Contractor shall sign a Business Associate Agreement which is incorporated into this Agreement as **ATTACHMENT C**.
22. **Certification Regarding Suspension and Debarment:** Subcontractor, by completing and returning to the District the "Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form," and completing, signing and returning to the District the "Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion for Lower Tier Covered Transactions" form, (to be supplied to lower tier participants; see **ATTACHMENT D**), certifies that it is not debarred, suspended, or proposed for debarment by any federal agency.
23. **Suspension of Performance and Resumption of Performance:** In the event contract funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the District may give notice to Subcontractor to suspend performance as an alternative to termination. The District may elect to give written notice to Subcontractor to suspend performance when the District determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may occur by facsimile or email to Subcontractor's representative. Subcontractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance, each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When the District determines that the funding insufficiency is resolved, the District may give Subcontractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Subcontractor will give written notice to the District as to whether it can resume performance, and if so, the date upon which it agrees to resume performance. If Subcontractor gives notice to the District that it cannot resume performance, the parties agree that the Agreement will be terminated retroactive to the original date of termination. If the date Subcontractor gives notice it can resume performance is not acceptable to the District, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to the District, the parties agree that the Agreement will be terminated retroactive to the original date of termination.

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24. **Non-Discrimination**: Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, sexual preference, or the presence of any sensory mental or physical handicap.
25. **Waiver**: A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing, signed by an authorized representative of the party and attached to the original Agreement.
26. **Assignment**: The work to be provided under this Agreement and any claim arising thereunder, is not assignable or delegable by either party in whole or in part without the express prior written consent of the District, which consent shall not be unreasonably withheld.
27. **Changes in Work**: In the event of any errors or omissions by Subcontractor in the performance of any work required under the Agreement, Subcontractor will make all necessary corrections without additional compensation. All work submitted by Subcontractor will be certified by Subcontractor and checked by Subcontractor for errors and omissions. Subcontractor will continue to be responsible for the accuracy of work even after the work is accepted by the District.
28. **Amendment**: This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.
29. **Termination**: This Agreement may be terminated by either party upon giving at least thirty (30) days advance written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- 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. Subcontractor 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 either party fails to perform in the manner called for in the Agreement, or if either party fails to comply with any other provision of the Agreement and fails to correct such noncompliance with thirty (30) days written notice thereof, the aggrieved party may terminate the Agreement for cause. Termination shall be affected by serving a notice of termination on the party setting forth the manner in which the party is in default. Subcontractor 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.

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

30. **Governance**: This agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.
31. **Dispute Resolution**: In the event that a dispute or conflict arises under the Agreement that the Parties are unable to resolve with good faith efforts, they shall allow the dispute to be decided by a Dispute Panel in the following manner: a Mediator shall be mutually appointed by both parties, and each party shall appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the Parties hereto. The Parties shall equally share the costs, if any, for the services of the Dispute Panel.
32. **Severability**: If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
33. **Choice of Law**: The Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that the Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of the Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.
34. **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.
35. **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.
36. **Subcontracting**: Subcontractor shall not enter into subcontracts for any of the work contemplated under this Agreement without prior written approval of the District. In no event shall the existence of the subcontract operate to release or reduce the liability of Subcontractor to the Department for any breach in the performance of the Subcontractor's duties. This clause does not include contracts of employment between the Subcontractor and personnel assigned to work under this Agreement. Additionally, Subcontractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. Subcontractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the District or as provided by law.

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If at any time during the progress of the work, the District determines in its sole judgment that any contractor is incompetent, the District shall notify Subcontractor, and Subcontractor shall take immediate steps to terminate its subcontractor's involvement in the work. The rejection or approval by the District of any subcontractor or the termination of a subcontractor shall not relieve Subcontractor of any of its responsibilities under the Agreement, nor be the basis for additional charges to the District.

37. **Personnel Removal:** Subcontractor agrees to remove immediately any of its subcontractors, employees, agents, or representatives from assignment to perform services under the Agreement upon receipt of a written request to do so from the District's contract representative or designee.
38. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding its subject matter. Any oral or written representations not expressly incorporated in this Agreement are specifically excluded.

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

KITSAP PUBLIC HEALTH DISTRICT _____

FRANCISCAN HEALTH SYSTEM

By: Keith Grellner
Keith Grellner
Administrator

By: David Butcherite
David Butcherite
Chief Finance Officer

Date: 6/10/2021

Date: 6/25/2021

Funding Source
Federal Contract/Grant: DOH Con Con CLH18248 (KPHD 1749) CFDA# 97.036 BARS Revenue Code: 333.97.03

MISCELLANEOUS: FEDERAL CONTRACTS REQUIRE ADDITIONAL PROVISIONS:

Check CFR requirements: https://www.ecfr.gov/cgi-bin/text-idx?SID=031b616b44ba7a18d1a96656ea144d44&mc=true&node=ap2.1.200_1521.ii&rgn=div9

Majority of the required terms will not apply but the ones to watch for:

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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37 CFR 401.2(2) defines “funding agreement” as “The term funding agreement means any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

If the contract/grant is over \$100,000 and involves bidding or an application for the award: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) provision needs to be added

ATTACHEMENT A SCOPE OF WORK

Subcontractor, performing mass vaccination clinic services as outlined in this Agreement and seeking reimbursement for such services, agrees to the following scope of work:

1. Subcontractor shall keep District informed about mass vaccination work it conducts within Kitsap County, and shall provide timely vaccine/vaccination data as requested by District.
2. Subcontractor shall strive to administer vaccine in an efficient, equitable, and safe manner in accordance with CDC and DOH protocols and guidelines.
3. Subcontractor shall only seek reimbursement from District for eligible mass vaccination clinics, held in Kitsap County; “mass vaccination clinic” is defined by DOH as “vaccination clinics outside of the usual healthcare delivery method such as pop-up clinics, mobile clinics, drive-through clinics, etc., in a non-clinical facility (e.g., new/separate buildings from regular clinic sites, parking lots, fairgrounds, etc.)” or outside of / in addition to regular medical environment (e.g., eye doctors, dentists, surgeons, etc., who are not normally registered vaccine providers or who do not regularly provide vaccination services).
4. Subcontractors shall only bill direct costs; indirect costs not allowed.
5. Subcontractors shall prepare and submit monthly invoices and reports as required by this Agreement.
6. Subcontractor shall report vaccine use in WA IIS database in accordance with DOH guidance.
7. Subcontractor shall strive to provide equitable access to vaccine and vaccine appointments.
8. Subcontractor shall not submit reimbursement requests for vaccination work that has already been billed through other means or for which reimbursement has been / will be received outside of this Agreement.
9. Subcontractor shall use the cost summary workbook template provided by District to prepare and submit reimbursement requests.
10. Subcontractor shall compile and retain back-up documentation for reimbursement requests in accordance with FEMA requirements.

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ATTACHMENT B

See Attachment B – Washington State Department of Health Mass Vaccination Funding Guidance for Local Health Jurisdictions (March 2021)

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ATTACHMENT C HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (“Agreement”) is entered into by and between the Kitsap Public Health District (“Covered Entity”) and Franciscan Health System (“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 Franciscan Health System.
2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” in 45 CFR 160.103, and in reference to the party in this Agreement shall mean the Kitsap Public Health District.
3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and 164.

Section III. Obligations and Activities of Business Associate

Business Associate agrees to:

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

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

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

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

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

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

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

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

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

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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. 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.
2. 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.

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3. 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.

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Kitsap Public Health District

ATTACHMENT D - Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

Health District Contract Number 2180

NAME Franciscan Health System	Doing Business as (DBA) Franciscan Health System	
ADDRESS 1717 South J Street MS 07-00	Washington Uniform Business Identifier (UBI) 278 002 934	Federal Employer Tax Identification Number 91-0564491

Instructions For Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion For Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds. This certification is submitted as part of a request to contract.

- By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
- Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Kitsap Public Health District

Certification

**Regarding Debarment, Suspension, Ineligibility or
Voluntary Exclusion For Lower Tier Covered Transactions**

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

David Butcherite

Contractor Signature

6/25/2021

Date

David Butcherite

CFO (Interim)

Print Name and Title

New or Renewed Contracts for the Period of 05/01/2021 through 05/31/2021

KPHD Contract ID	KPHD Program	Contract Type	Contract Length	KPHB Approved	Contract Amount	Signed Date	Start Date	End Date	Client Contract ID
Active (13 contracts)									
Bainbridge Island Fire Department									
ID: 2177	Community Health, Jessica Guidry	Subcontract	Closed			05/28/21	01/21/21	07/21/21	
Description: This Agreement provides a means for Subcontractor, who is (a) providing paramedic services to support the District's mass vaccination clinics and/or (b) partnering with their jurisdictional partners to conduct mass COVID-19 vaccination clinics within Kitsap County, to receive federal reimbursement for allowable expenses.									
.....									
City of Bremerton									
ID: 2146	Administration, Keith Grellner	Contract for Services	Closed		\$5,040.00	05/04/21	01/01/21	12/31/24	
Description: BKAT shall provide production and playback of regularly-scheduled Board Meetings and provide a video on demand link.									
ID: 2174	Community Health, Jessica Guidry	Subcontract	Closed			05/27/21	01/21/21	07/21/21	
Description: This Agreement provides a means for Subcontractor, who is (a) providing paramedic services to support the District's mass vaccination clinics and/or (b) partnering with their jurisdictional partners to conduct mass COVID-19 vaccination clinics within Kitsap County, to receive federal reimbursement for allowable expenses.									
.....									
City of Poulsbo									
ID: 2165	Community Health, Siri Kushner	Grant	Closed		\$2,050.00	05/13/21	05/13/21	12/31/21	
Description: The District desires to allocate funding in the amount of \$2,050 as a reimbursement for costs incurred while performing vaccine clinic work in response to the COVID-19 Public Health Emergency. Funds allocated for this work are pass-through funds awarded to KPHD by Olympic Community of Health.									
.....									
DOH, Washington State									
ID: 2163	Accounting, Melissa Laird	Agreement	Closed			05/05/21	01/01/21	12/31/21	
Description: Local Agencies Indirect Rate Agreement. DOH is now the Cognizant Agency for KPHD and approves the indirect cost rates in the agreement for KPHD use on subgrants, contracts, and other agreements of Federal programs administered by Washington State DOH, and other State Agencies.									
.....									
GATHER TOGETHER GROW TOGETHER									
ID: 2166	Community Health, Siri Kushner	Grant	Closed		\$5,000.00	05/11/21	05/11/21	12/31/21	
Description: The District desires to allocate funding in the amount of \$5,000 as a reimbursement for costs incurred while performing vaccine clinic work in response to the COVID-19 Public Health Emergency. Funds allocated for this work are pass-through funds awarded to KPHD by Olympic Community of Health.									
.....									
House of Refuge Ministry Outreach									
ID: 2167	Community Health, Siri Kushner	Grant	Closed		\$5,000.00	05/21/21	05/21/21	05/30/21	
Description: The District desires to allocate funding in the amount of \$5,000 as a reimbursement for costs incurred while performing vaccine clinic work in response to the COVID-19 Public Health Emergency. Funds allocated for this work are pass-through funds awarded to KPHD by Olympic Community of Health.									
.....									
Kitsap Immigrant Assistance Center									
ID: 2168	Community Health, Siri Kushner	Grant	Closed		\$5,000.00	05/20/21	05/20/21	05/30/21	
Description: The District desires to allocate funding in the amount of \$5,000 as a reimbursement for costs incurred while performing vaccine clinic work in response to the COVID-19 Public Health Emergency. Funds allocated for this work are pass-through funds awarded to KPHD by Olympic Community of Health.									
.....									
North Kitsap Fire and Rescue									

New or Renewed Contracts for the Period of 05/01/2021 through 05/31/2021

KPHD Contract ID	KPHD Program	Contract Type	Contract Length	KPHB Approved	Contract Amount	Signed Date	Start Date	End Date	Client Contract ID
ID: 2172	Community Health, Jessica Guidry	Subcontract	Closed			05/18/21	01/21/21	07/21/21	
Description: This Agreement provides a means for Subcontractor, who is (a) providing paramedic services to support the District's mass vaccination clinics and/or (b) partnering with their jurisdictional partners to conduct mass COVID-19 vaccination clinics within Kitsap County, to receive federal reimbursement for allowable expenses.									
OSPI									
ID: 2158	Food and Living Environment, Dayna Katula	Interlocal/Interagency	Closed	05/04/21	\$3,900.00	05/12/21	05/12/21	09/30/21	20210279
Description: The District to perform periodic health and sanitation evaluations at 26 feeding sites operating under the USDA Summer Food Service Program.									
Peninsula Community Health Services									
ID: 2170	Community Health, Jessica Guidry	Subcontract	Closed			05/20/21	01/21/21	07/21/21	
Description: This Agreement provides a means for Subcontractor, who is conducting mass vaccination clinics to support Kitsap Public Health District's COVID-19 Mass Vaccination Plan, to receive federal reimbursement for allowable expenses.									
Unite USA Inc									
ID: 2162	Administration, Keith Grellner	Business Associate Agreement	Open Ended			05/05/21	05/05/21		
Description: Uniteus platform used to connect local CBO's and healthcare organizations through a community-wide referral and communications platform. It's fully funded through Kaiser and some other healthcare organizations and was developed and initially used by veterans trying to link services together a little better.									
Wake Up Bainbridge									
ID: 2169	Community Health, Siri Kushner	Grant	Closed		\$5,000.00	05/11/21	05/11/21	12/31/21	
Description: The District desires to allocate funding in the amount of \$5,000 as a reimbursement for costs incurred while performing vaccine clinic work in response to the COVID-19 Public Health Emergency. Funds allocated for this work are pass-through funds awarded to KPHD by Olympic Community of Health.									

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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	409418	BURCHETT, BRIAN D		1627003	001	117781	PT	05/04/21	53.09
Warrant 117781 total									53.09
	384173	CANON FINANCIAL SERVICES,		1627016	001	117782	PT	05/04/21	1,043.15
Warrant 117782 total									1,043.15
	413731	CLALLAM CO DEPT OF HEALTH		1627018	001	117783	PT	05/04/21	8,890.68
Warrant 117783 total									8,890.68
	227674	HOLDCROFT, JODIE		1627005	001	117784	PT	05/04/21	100.00
Warrant 117784 total									100.00
	200487	JEFFERSON COUNTY HEALTH/H		1627019	001	117785	PT	05/04/21	4,895.96
Warrant 117785 total									4,895.96
	393436	KATULA, DAYNA		1627006	001	117786	PT	05/04/21	75.04
Warrant 117786 total									75.04
	417895	LAIRD, MELISSA Y		1627034	001	117787	PT	05/04/21	575.00
Warrant 117787 total									575.00
	394076	NORTHWEST CASCADE INC-DBA		1627022	001	117788	PT	05/04/21	1,369.65
Warrant 117788 total									1,369.65
	10979	QUAYLE, TIMOTHY		1627008	001	117789	PT	05/04/21	243.04

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05/12/1

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Date[illegible]

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05/12/21

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Date - 05/12/21

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ itm Date	Warrant Amount
Department 95969 total									19,257.10

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Date

05/19/2025

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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	389139	ACRANET CBS BRANCH		1628851	001	118332	PT	05/20/21	170.00
Warrant 118332 total									170.00
	413333	ADER, SAM A		1628835	001	118333	PT	05/20/21	382.00
Warrant 118333 total									382.00
	226171	BROWN, STEVEN		1628836	001	118334	PT	05/20/21	110.88
Warrant 118334 total									110.88
	375310	CONTROL SOLUTIONS, INC		1628846	001	118335	PT	05/20/21	667.25
Warrant 118335 total									667.25
	422623	FINE, GEORGE F.		1628837	001	118336	PT	05/20/21	77.05
Warrant 118336 total									77.05
	359597	JONES, KIMBERLY D.		1628838	001	118337	PT	05/20/21	101.36
Warrant 118337 total									101.36
	17216	KNOOP, MELINA		1628839	001	118338	PT	05/20/21	224.00
Warrant 118338 total									224.00
	405627	NUNO, CRYSTAL M		1628840	001	118339	PT	05/20/21	635.04
Warrant 118339 total									635.04
	426229	QUATRIS HEALTHCO LLC		1628850	002	118340	PT	05/20/21	235.50

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Date

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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	433935	BLACKWELL REAL ESTATE LLC		1629606	001	118451	PT	05/25/21	790.00
Warrant 118451 total									790.00
	200487	JEFFERSON COUNTY HEALTH/H		1629637	001	118452	PT	05/25/21	6,086.87
Warrant 118452 total									6,086.87
	422629	KINDSCHY, BRANDON J.		1629577	001	118453	PT	05/25/21	71.96
Warrant 118453 total									71.96
	394076	NORTHWEST CASCADE INC-DBA		1629647	001	118454	PT	05/25/21	383.50
Warrant 118454 total									383.50
	434006	O'BRIEN, MELISSA		1629578	001	118455	PT	05/25/21	74.70
Warrant 118455 total									74.70
	427148	ONARHEIM, CARIN E.		1629582	001	118456	PT	05/25/21	82.51
Warrant 118456 total									82.51
	195219	OZARK UNDERGROUND LABORAT		1629648	001	118457	PT	05/25/21	600.00
Warrant 118457 total									600.00
	223179	PACIFIC PRINTING, INC.		1629649	001	118458	PT	05/25/21	418.56
Warrant 118458 total									418.56
	10979	QUAYLE, TIMOTHY		1629586	001	118459	PT	05/25/21	125.44

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Kitsap County Treasurer's Office

Cash Transmittal

Transfer Receipt #R00105791

Approved: 5/20/2021

GL Date: 5/20/2021

Total Amount: \$0.00

Request Details

Request ID	107125
Type	Transfer
Owner	Becky Stack
Organization	Kitsap Public Health District
Approved By	Becky Stack
Comments	Kitsap Public Health District Vital Statistics Transfer

Funds Breakdown

Fund Name	Fund #	Account #	Subledger	T Code	Amount	Memo
General Fund	95969	3860			(\$27,681.00)	APR. 2021 VITAL STATISTICS FEE TRN
Death Investigate Suspense Fund	82584	2370			\$18,062.00	Death invest. acct
Death Investigate Suspense Fund	82584	2371			\$9,619.00	Vital records

09200

Account Ledger Inquiry

From Date/Period 05/01/21

Thru Date/Period 05/14/21

Ledger Type. . . AA

Subledger. . . . *

Account. 95969.2315
ACCRUED EMPLOYEE BENEFITS

Skip to Doc/Type
Y-T-D Period End : 8,982.74-
Cumul Period End : 146,397.96-

Additional Selections Exist

0	DT	Document	Date	Explanation/Alpha	Debit	Credit	P
-	U1	384593	05/14/21	DAILY CASH TRANSMI	30,382.73		P
-	U1	384593	05/14/21	DAILY CASH TRANSMI	124,264.08		P
					-----	-----	
					154,646.81		
Ledger Total					154,646.81		
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 05/01/21

Account. 95969.2317

Thru Date/Period 05/31/21

ACCRUED TAXES

Ledger Type. . . AA

Subledger. . . . *

Skip to Doc/Type
Y-T-D Period End : 5,342.18
Cumul Period End : 573.66-

Additional Selections Exist

O	DT	Document	Date	Explanation/Alpha	Debit	Credit	P
0	U1	384369	05/07/21	DAILY CASH TRANSMI	9,791.26		P
-	U1	385029	05/28/21	DAILY CASH TRANSMI	189,267.86		P
					199,059.12		
Ledger Total					199,059.12		
Unposted Total							

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

Kitsap Public Health District - Monthly (Regular) (Pay Group Detail)
05/01/2021 - 05/31/2021 (Monthly) (Period)

Name	Hours	Gross Pay	Employer Paid Taxes	Employer Paid Benefits	Non-Cash Taxable Benefits	Net Pay
Abazi (427227)	173.33	\$5,293.00				\$3,912.07
Abney (4563)	173.33	\$4,981.00				\$3,328.83
Acosta (278956)	173.33	\$8,617.00				\$5,211.35
Ader (413193)	173.33	\$5,122.00				\$3,409.67
Adhikari (407901)	173.33	\$6,999.00				\$4,802.46
Anderson (419470)	173.33	\$6,014.00				\$3,779.92
Arias (433900)	173.33	\$4,920.00				\$3,636.71
Atisme (433909)	173.33	\$6,522.00				\$4,718.09
Banigan (215189)	173.33	\$6,905.00				\$4,871.27
Bazzell (328436)	173.33	\$6,905.00				\$4,770.31
Beers (434028)	173.33	\$5,424.00				\$4,118.30
Bell (419805)	173.33	\$7,011.00				\$4,729.81
Berger (407902)	173.33	\$4,686.00				\$3,365.96
Bierman (404611)	156.00	\$6,795.00				\$5,119.59
Bolstad (434072)	242.73	\$9,168.89				\$6,375.24
Borja (426250)	173.33	\$5,040.00				\$3,822.14
Boysen-Knapp (2058)	156.00	\$6,542.00				\$4,140.90
Brown (271677)	173.33	\$8,324.00				\$4,614.30
Burchett (409212)	173.33	\$4,425.00				\$3,284.36
Byrd (434085)	173.33	\$3,595.00				\$2,912.08
Camarena (434136)	173.33	\$7,221.00				\$5,866.98
Chang (411387)	173.33	\$3,940.00				\$2,787.83
Ciulla (400655)	173.33	\$7,174.00				\$4,485.87
Collins (434101)	173.33	\$5,759.00				\$4,166.82
Cooper (434135)	128.00	\$2,744.56				\$2,192.32
Crow (433648)		\$0.00				\$0.00
Davis (433997)	189.33	\$7,389.56				\$5,043.82
Davis-Munn (226538)		\$0.00				\$0.00
Davis-Munn (Terminat		\$26,250.00				\$18,466.87
Dowless (340919)	173.33	\$6,593.00				\$4,793.38
Duren (430735)	173.33	\$4,920.00				\$3,740.54
Eakes (223648)	173.33	\$5,028.00				\$3,452.89
Evans (4565)	173.33	\$10,118.00				\$2,917.93
Fine (421693)	86.67	\$2,073.00				\$1,614.47
Fisk (321284)	173.33	\$7,269.00				\$4,388.92
Fong (356883)	173.33	\$10,624.00				\$7,337.49
Forte (434150)	88.00	\$2,476.32				\$1,946.41
Giuntoli (337331)	173.33	\$6,905.00				\$4,113.47
Gonzalez (401905)	173.33	\$6,877.00				\$5,163.40
Grellner (1264)	173.33	\$12,655.00				\$8,596.56
Gress (421427)	173.33	\$4,279.00				\$3,243.68
Griego (410072)	138.66	\$3,481.00				\$2,579.55
Guerrero (434054)	100.15	\$3,001.62				\$2,430.79
Guidry (355732)	173.33	\$8,740.00				\$6,098.77
Guzman (356336)	173.33	\$4,399.00				\$3,056.45
Hamel (412171)	173.33	\$6,536.00				\$4,032.61
Hammers (434100)		\$0.00				\$0.00
Holdcroft (270783)	173.33	\$6,905.00				\$3,851.06
Holdcroft (4579)	173.33	\$8,740.00				\$5,036.71
Holt (1041)	173.33	\$8,740.00				\$5,155.48
Holt (2726)	173.33	\$8,740.00				\$5,660.59
Howard Lindquist (43	138.66	\$3,918.00				\$3,102.85
Huff (433996)		\$0.00				\$0.00
Hughes (306605)	173.33	\$4,098.00				\$2,980.24
Hunter (409213)	173.33	\$7,928.00				\$5,489.17
Jameson (295036)	173.33	\$4,279.00				\$3,216.25
Jenkins (434053)	153.83	\$3,150.81				\$2,396.82
Johanson (400651)	173.33	\$4,303.00				\$3,206.48
Johnson (421429)	173.33	\$5,647.00				\$4,080.91
Jones (358933)	173.33	\$8,324.00				\$5,575.31
Katula (393427)	173.33	\$7,191.00				\$4,204.26
Kellum (418812)	156.00	\$6,542.00				\$4,869.51
Kench (245476)	173.33	\$4,064.00				\$2,587.92
Kiess (250913)	173.33	\$10,624.00				\$7,702.76
Kindschy (421430)	173.33	\$5,647.00				\$3,960.71
Kinnear (434099)	170.58	\$4,731.00				\$3,549.67
Knoop (16125)	173.33	\$6,905.00				\$4,655.10
Kruse (243184)	175.58	\$7,135.28				\$4,597.37
Kushner (327580)	173.33	\$10,118.00				\$7,630.64
Kvistad (434056)	104.00	\$2,615.00				\$2,090.17
Laird (416539)	173.33	\$8,740.00				\$6,068.65

Kitsap Public Health District - Monthly (Regular) (Pay Group Detail)

05/01/2021 - 05/31/2021 (Monthly) (Period)

Lau (429748)	173.33	\$5,696.00				\$4,213.46
Lytle (285038)	173.33	\$6,905.00				\$4,464.62
Mazur (388104)	173.33	\$7,054.00				\$4,655.23
McGirr-Lustig (43409)	55.20	\$1,414.78				\$1,294.53
McKinnon (387088)	173.33	\$5,647.00				\$4,437.54
McMillan (434052)	173.33	\$4,842.00				\$3,483.96
McNamara (429377)	156.00	\$4,496.00				\$3,603.40
Miller (434134)	160.33	\$3,438.28				\$2,608.33
Moen (279971)	178.08	\$6,233.36				\$4,241.12
Moontree (406607)	173.33	\$5,143.00				\$3,710.99
Moore (421227)	156.00	\$5,684.00				\$3,904.54
Moore (433995)	173.33	\$4,665.00				\$3,532.84
Morgan (324204)	215.60	\$8,589.50				\$7,006.02
Morris (312378)	138.66	\$4,022.00				\$2,928.24
Morris (433859)	18.25	\$282.88				\$259.08
Morrow (433895)	173.33	\$15,606.00				\$7,383.01
Murillo Diaz (434137)	162.33	\$3,481.16				\$2,787.94
Nguyen (295033)	173.33	\$4,518.00				\$3,204.90
Nguyen (434026)	173.33	\$4,029.00				\$2,770.17
Nichols (430367)		\$0.00				\$0.00
Nicolaisen (208456)	175.83	\$7,054.40				\$5,011.64
Noble (3128)	173.33	\$5,122.00				\$3,333.11
North (22459)	173.33	\$9,636.00				\$3,766.02
Nuno (405301)	173.33	\$6,536.00				\$3,658.84
O'Brien (433907)	173.33	\$4,013.00				\$2,947.49
Onarheim (426938)	173.33	\$4,576.00				\$3,268.70
Outhwaite (243679)	121.33	\$4,938.00				\$3,391.11
Pandino (419118)	173.33	\$4,518.00				\$3,371.16
Pearson (434051)	173.33	\$3,491.00				\$2,578.18
Phares (434024)	173.83	\$4,595.22				\$3,392.90
Phipps (229901)	173.33	\$8,617.00				\$6,031.77
Plemmons (433994)	44.00	\$2,255.00				\$1,857.00
Prewitt (394466)	173.33	\$4,399.00				\$3,322.71
Quayle (1214)	173.33	\$7,034.00				\$4,686.52
Quist-Therson (41986)	174.83	\$7,816.17				\$5,586.25
Rassa (433650)	138.66	\$4,544.00				\$3,221.20
Rhea (324654)	173.33	\$4,098.00				\$2,718.33
Ridge (267073)	173.33	\$7,055.00				\$4,504.50
Rodgers (434050)	169.83	\$3,468.52				\$2,733.16
Rodriguez (434071)	173.33	\$4,650.00				\$3,609.78
Rork (404613)	173.33	\$5,378.00				\$3,950.53
Ryder (434027)		\$0.00				\$0.00
Schreiber (434133)	138.66	\$3,958.00				\$2,848.11
Shuhler (425553)	173.33	\$3,540.00				\$2,542.52
Smith (361388)	173.33	\$7,716.00				\$5,317.17
Sooter (427776)	173.33	\$7,269.00				\$5,303.73
Stedman (347366)	173.33	\$8,324.00				\$5,534.37
Stepp (433993)	173.33	\$4,898.00				\$3,661.92
Steusloff (429204)	173.33	\$4,214.00				\$3,160.04
Stewart (423168)	173.33	\$5,647.00				\$4,094.57
Tapia (434025)	173.33	\$4,785.00				\$2,280.38
Tiemeyer (433908)	173.33	\$6,005.00				\$4,913.23
Tjemsland (433192)	173.33	\$5,980.00				\$4,218.40
Tonti (434149)	138.66	\$2,866.00				\$2,080.59
Turner (1682)	173.33	\$4,981.00				\$3,220.97
Ulacia (429750)		\$0.00				\$0.00
Van Ort (392243)	173.33	\$7,105.00				\$4,656.70
Villarreal (434132)	173.33	\$3,371.00				\$2,534.29
Wagner (426251)	121.33	\$2,602.00				\$1,845.60
Wellborn (14545)	130.00	\$3,048.00				\$1,853.42
Wells (434049)	104.00	\$2,666.00				\$2,206.78
Wendt (397255)	173.33	\$7,011.00				\$5,137.17
Whitlock (433906)	173.33	\$4,029.00				\$3,097.44
Wickhamshire (434070)	86.67	\$1,791.00				\$1,425.48
Winchester (431493)	173.33	\$4,214.00				\$2,856.58
Winters (426939)	173.33	\$5,143.00				\$3,835.76
Yanda (301566)	173.33	\$7,564.00				\$5,166.44
Zimny (2908)	173.33	\$6,905.00				\$5,031.33
	21,435.29	\$780,000.31	\$62,189.63	\$211,026.90	\$75.00	\$535,363.62