

KPHD Contract Number	Their Contract Number	Contractor and Agreement Name	Type of Agreement	Term of Agreement	Amount to District	Amount to Other Agency
2181 Amendment 1 (2218)	NA	Clallam County Health & Human Services <i>Youth Cannabis & Commercial Tobacco Prevention Program (YCCTPP)</i>	Interlocal Agreement	07/01/2021-06/30/2022	\$0	\$54,761
Description: Amendment to extend period of performance to 06/30/2022 and add an additional \$27,380 in funding for a total compensation not to exceed \$54,761.						
2182 Amendment 1 (2222)	NA	Jefferson County Public Health <i>Youth Cannabis & Commercial Tobacco Prevention Program (YCCTPP)</i>	Interlocal Agreement	07/01/2021-06/30/2022	\$0	\$54,761
Description: Amendment to extend period of performance to 06/30/2022 and add an additional \$27,380 in funding for a total compensation not to exceed \$54,761.						
2210	NA	Jefferson County Public Health <i>Nurse Family Partnership</i>	Interlocal Agreement	07/01/2021-06/30/2022	\$191,868	\$0
Description: The Parties share Nurse Family Partnership (NFP) staff, training, and supervision through the Department of Children, Youth, and Families (DCYF) Grant. KPHD to continue its Home Visiting Services, perform assessments and referrals, and ensure compliance with NFP model requirements, and participate in local and regional early learning coalitions and other initiatives.						
2215	KC-031-22	Kitsap County <i>Nurse Family Partnership</i>	Interlocal Agreement	01/01/2022-12/31/2022	\$215,668	\$0
Description: Funded by 1/10th of 1% sales tax, augments state and federal funding for high-risk mothers and their children. KPHD to deliver nurse home visiting services and provide a bilingual Community Health Worker for outreach and case management of high-risk, low-income mothers and their babies. This project has the goal of preventing mental illness, behavioral problems, and future addiction in young children by intervening with at-risk families.						

AMENDMENT TO AGREEMENT 2181

This Amendment (“Amendment”) to Kitsap Public Health District Contract 2181 for Youth Cannabis & Commercial Tobacco Prevention Program (the “Contract”), is entered into between the Clallam County Health and Human Services (“Contractor”) and the Kitsap Public Health District (“District”).

RECITALS

WHEREAS, the Parties entered into the Contract effective July, 1, 2021; and

WHEREAS, Allocated Funding and period of performance for this agreement has been extended by Washington Department of Health; and therefore the parties have agreed it is desirable to increase the amount of eligible funding and extend the Contract term, and

In consideration of mutual benefits and covenants contained herein, the parties agree that the Contract is amended as follows:

- I. Section 1, Period of Performance.** Section 1 is amended to extend the Contract termination date to June 30, 2022.
- II. Section 5, Compensation.** Section 5 is amended to add an additional \$27,380 in funding for the period of July 1, 2021-June 30, 2022 for a total compensation not to exceed \$54,761.
- III. Attachment A, CTPP Scope of Work and Budget.** Attachment A is amended and replaced in its entirety with the revised Attachment A-1 which is attached hereto and incorporated in full by reference.
- IV. Attachment B, YMP Scope of Work and Budget.** Attachment B is amended and replaced in its entirety with the revised Attachment B-1 which is attached hereto and incorporated in full by reference.
- V. Other Provisions Unchanged.** The other provisions of the Contract, remain unchanged.
- VI. Effective Date.** The effective date of this Amendment is the date last executed by all parties.
- VII. Authorization.** Each party signing below warrants to the other party that they have the full power and authority to execute this Amendment on behalf of the party for whom they sign.

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

[Signatures on next page]

Dated this _____ day of _____, 2022.

**KITSAP PUBLIC
HEALTH DISTRICT**

Keith Grellner
Administrator

Dated this _____ day of _____, 2022.

**CLALLAM COUNTY BOARD OF
COMMISSIONERS**

Mark Ozias
Chair

ATTACHMENT A – COMMERCIAL TOBACCO PREVENTION PROGRAM
Scope of Work and Budget
Clallam County Health and Human Services
July 1, 2021 – June 30, 2022

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

	<p>disparately affected communities that address emerging tobacco/e-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 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 – June 30, 2022

	<i>Cost</i>	<i>Description</i>
Staff Salary	\$6,000.00	Prevention Specialist & Supervisor
Benefits	\$2,600.00	
Indirect	\$2,040.00	34% of Salaries
Goods & Services	\$1,000.00	Supplies, Outreach/Educ. Materials/Advertising/Comm. Trainings
Mileage	\$500.00	Mileage for Meetings
Travel/Training	\$377.00	Training Expenses For Staff
Total Clallam	\$12,517.00	

Funding Source

Chart of Accounts Program Name or Title	CFDA#	BARS Code	7/1/21-6/30/22
SFY22 Youth Tobacco Vapor Products	N/A	334.04.93	\$12,517
Total to Clallam			\$12,517

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.
- Recipient may not use funds for construction.

ATTACHMENT B – YOUTH MARIJUANA PREVENTION
Scope of Work and Budget
Clallam County Health and Human Services
July 1, 2021 – June 30, 2022

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.

<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 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 – June 30, 2022

	<i>Cost</i>	<i>Description</i>
Staff Salary	\$21,500	Prevention Specialist and Supervisor
Benefits	8,500	
Indirect	7,800	34% of Salaries
Goods & Services	3,444	Supplies, Outreach/Educ. Materials/Advertising/Comm. Trainings
Training/Travel	1,000	Mileage for Meetings and Training Expenses for Staff
Total Clallam	\$42,244	

Funding Source

Chart of Accounts Program Name or Title	CFDA #	BARS Code	7/1/21-6/30/22
SFY22 Marijuana Tobacco Education	N/A	334.04.93	\$42,244

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:

- m. Recipient may not use funds for research.
- n. Recipient may not use funds for clinical care.
- o. Recipient may only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual.
- p. 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.
- q. Recipient may not use funding for construction.
- r. 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.
- s. Reimbursement of pre-award costs is not allowed.

AMENDMENT TO AGREEMENT 2182

This Amendment (“Amendment”) to Kitsap Public Health District Contract 2182 for Youth Cannabis & Commercial Tobacco Prevention Program (the “Contract”), is entered into between Jefferson County Public Health (“Contractor”) and the Kitsap Public Health District (“District”).

RECITALS

WHEREAS, the Parties entered into the Contract effective July, 1, 2021; and

WHEREAS, Allocated Funding and period of performance for this agreement has been extended by Washington Department of Health; and therefore the parties have agreed it is desirable to increase the amount of eligible funding and extend the Contract term, and

In consideration of mutual benefits and covenants contained herein, the parties agree that the Contract is amended as follows:

- I. Section 1, Period of Performance.** Section 1 is amended to extend the Contract termination date to June 30, 2022.
- II. Section 5, Compensation.** Section 5 is amended to add an additional \$27,380 in funding for the period of July 1, 2021 - June 30, 2022, for a total compensation not to exceed \$54,761.
- III. Attachment A, CTPP Scope of Work and Budget.** Attachment A is amended and replaced in its entirety with the revised Attachment A-1 which is attached hereto and incorporated in full by reference.
- IV. Attachment B, YMP Scope of Work and Budget.** Attachment B is amended and replaced in its entirety with the revised Attachment B-1 which is attached hereto and incorporated in full by reference.
- V. Other Provisions Unchanged.** The other provisions of the Contract, remain unchanged.
- VI. Effective Date.** The effective date of this Amendment is the date last executed by all parties.
- VII. Authorization.** Each party signing below warrants to the other party that they have the full power and authority to execute this Amendment on behalf of the party for whom they sign.

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

[Signatures on next page]

Dated this _____ day of _____, 2022.

**KITSAP PUBLIC
HEALTH DISTRICT**

Keith Grellner
Administrator

Dated this _____ day of _____, 2022.

JEFFERSON COUNTY PUBLIC HEALTH

ATTACHMENT A – COMMERCIAL TOBACCO PREVENTION PROGRAM
Scope of Work and Budget
Jefferson County Public Health
July 1, 2021 – June 30, 2022

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"> 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 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 – June 30, 2022

	Cost	Description
Staff Salary	7,290	
Benefits	2,767	
Indirect	2,460	
Goods & Services		
Mileage		
Travel/Training		
Total Jefferson	12,517	

Funding Source

Chart of Accounts Program Name or Title	CFDA#	BARS Code	FAIN/Award Date	7/1/21- 6/30/22
FFY21 Tobacco-Vape Prev Comp 1 (CDC)	93.387	333.93.38	NU58DP006808 04/29/21	\$8,000
SFY22 Youth Tobacco Vapor Products		334.04.93		\$4,517
Total to Jefferson				\$12,517

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:

- Recipient may not use federal funds for lobbying.
- Recipient may not use funds for research.
- Recipient may not use funds for clinical care.
- Recipient may not use funds to supplant existing state funding or to supplant funds from federal or state sources.
- Recipient may use funds only for reasonable program purposes, including personnel, travel, supplies, and sources.
- 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.
- Recipient are generally not allowed to use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- 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 – June 30, 2022

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.

<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 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 – June 30, 2022

	<i>Cost</i>	<i>Description</i>
Staff Salary	\$18,739	
Benefits	\$8,356	
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	\$6,735	
Total Jefferson	\$42,244	

Funding Source

Chart of Accounts ProgramName or Title	CFDA #	BARS Code	7/1/21-6/30/22
SFY22 Marijuana Tobacco Edu	n/a	334.04.93	\$42,244

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

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.

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

**CONTRACT AGREEMENT
For Professional Services
Between
Jefferson County
And
Kitsap Public Health District**

THIS AGREEMENT for Professional Services is entered into between Jefferson County Public Health (JCPH), herein referred to as the "COUNTY" and Kitsap Public Health District (KPHD), herein referred to as the "CONTRACTOR".

Section 1. PURPOSE:

This Agreement is made and entered into in order to share Nurse Family Partnership (NFP) staff, training and supervision through the Department of Child Youth and Families (DCYF) Grant.

Section 2. TERMS:

This Agreement shall commence on July 1, 2021, and continue through June 30, 2022 unless terminated as provided herein. The agreement may be extended beyond June 30, 2022, upon mutual written consent of COUNTY and CONTRACTOR.

Section 3. SCOPE OF AGREEMENT:

Kitsap Public Health District (KPHD) will function as a Subcontractor to Jefferson County Public Health (JCPH) and provide Nurse Family Partnership services in Kitsap County as outlined herein in Exhibit A.

Section 4. Contract Representatives:

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

COUNTY Contract Representative

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

CONTRACTOR Contract Representative

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

Section 5. COMPENSATION:

CONTRACTOR will be reimbursed for all work performed under the terms of this Agreement. The total amount payable under this Agreement by COUNTY to CONTRACTOR, for this Agreement period shall not exceed \$191,868.00. A maximum of \$191,868.00 for the completion of the Scope of Work detailed in Exhibit A without express written amendment signed by both parties to this Agreement.

Performance payments shall not exceed \$9,743.00, and may be awarded for meeting milestones set by the DCYF. CONTRACTOR may receive performance payments upon completion of milestones and authorization from DCYF. Payments will be released biannually based on milestones met.

- A. COUNTY agrees to pay CONTRACTOR \$191,868.00 for services for the NFP staff and training during the Agreement. Compensation will be based on invoices submitted by CONTRACTOR itemizing a detailed description of services performed per the agreed upon scope of work and budget. CONTRACTOR shall submit invoices to JCPH, 615 Sheridan St., Port Townsend, WA 98368; Attn: Finance Department, for payment of work actually completed to date.
- B. Invoices must be submitted within 10 business days of the previous month for that month's expenses. COUNTY will review such invoices, and upon approval thereof, payment will be made to CONTRACTOR in the amount approved. Failure to submit timely invoices may result in a denial of reimbursement.
- C. Performance Payment Awards are based on completed milestones and will be issued upon authorization from DCYF. Once authorized, the COUNTY will pay CONTRACTOR the authorized amount.
- D. CONTRACTOR shall maintain backup documentation for all invoiced expenses and provide copies to COUNTY upon written request. Any indirect charges require the submittal of an indirect cost methodology and rate using 2 CFR, Part 225.
- E. COUNTY will make final payment of any balance due to CONTRACTOR promptly upon determining that i) CONTRACTOR has completed its obligations under this Agreement and ii) COUNTY can and does accept the work performed by CONTRACTOR.
- F. CONTRACTOR records and accounts pertaining to this Agreement are to be retained and available for inspection by representatives of COUNTY and state for a period of six (6) years after final payments. Copies shall be made available upon request.

Section 6. INDEMNIFICATION:

Contractor shall indemnify and hold harmless the County, its past or present employees, officers, agents, elected or appointed officials or volunteers (and their marital communities), from and against all claims, losses or liability, or any portion thereof, including reasonable attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Contractor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Contractor. Contractor shall be liable only to the extent of Contractor's proportional negligence. The Contractor specifically assumes potential liability for actions brought against the County by Contractor's employees, including all other persons engaged in the performance of any work or service required of the Contractor under this Agreement and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, Title 51 R.C.W. The Contractor recognizes that this waiver was specifically entered into pursuant to provisions of R.C.W. 4.24.115 and was subject of mutual negotiation.

Section 7. INSURANCE:

Prior to commencing work, the Contractor shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of the Agreement.

- a. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each

Kitsap Public Health District – NFP, Department of Early Learning

occurrence with the County named as an additional insured in connection with the Contractor's performance of this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (3) Non-owned automobiles.

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

Kitsap Public Health District – NFP, Department of Early Learning

then it shall be the obligation of the Contractor to obtain the full text of that endorsement and forward that full text to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

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

Kitsap Public Health District – NFP, Department of Early Learning

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

Section 8. CONFIDENTIALITY:

CONTRACTOR, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by COUNTY or acquired in performance of the Agreement as required by HIPAA and other privacy laws. This Agreement, once executed by the parties, is and remains a Public Record subject to the provision of Ch. 42.56 RCW, the Public Records Act.

Section 9. INDEPENDENCE:

CONTRACTOR and COUNTY agree that CONTRACTOR is an independent CONTRACTOR with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. CONTRACTOR shall not be entitled to any benefits afforded to COUNTY employees by virtue of the services provided under this Agreement. COUNTY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to employee.

Section 10. REPORTING:

CONTRACTOR will provide a monthly service, enrollment summary, and performance data report to COUNTY. CONTRACTOR will ensure screenings and assessments are entered into the NFP system. Timely, accurate data entry into the NFP system will provide data necessary for Performance Milestones evaluations by DOH and DCYF pursuant to the JCPH Data Sharing Agreement with DOH attached hereto. CONTRACTOR will submit reports and enter data for performance payments monthly. Reports must be submitted by the 2nd Monday of the month for the previous month's work. The monthly report shall be submitted to Jefferson County Public Health in care of Apple Martine, Director, 615 Sheridan, Port Townsend, WA 98368. COUNTY will review such reports, and upon

Kitsap Public Health District – NFP, Department of Early Learning

approval thereof, payment will be made to CONTRACTOR in the amount approved. Failure to submit timely reports may result in a denial of reimbursement.

CONTRACTOR will be notified by COUNTY if additional reports are needed for the purpose of providing requested information to DCYF.

Section 11. ASSIGNMENTS AND SUBCONTRACTING:

CONTRACTOR shall not sublet or assign any of the services covered by this Agreement without the express written consent of COUNTY.

Section 12. TERMINATION:

COUNTY reserves the right to terminate this Agreement, in whole or in part with a 30 day notice, in the event that expected or actual funding from any funding source is withdrawn, reduced or limited in any way after the effective date of this Agreement. In the event of termination under this clause, COUNTY shall be liable only for payment for services rendered prior to the effective date of termination.

This Agreement may also be terminated as provided below:

1. With a 30 day notice by the Board of County Commissioners for any reason, or
2. With a 30 day notice by the Board of County Commissioners for non-performance of the specific job duties in **Exhibit A**.
3. With a 30 day notice by the Contractor by voluntary resignation.

Section 13. MODIFICATION:

This Agreement may be modified at any time by written agreement signed by authorized representatives of both parties.

Section 14. INTEGRATED AGREEMENT:

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

(SIGNATURES FOLLOW ON THE NEXT PAGE)

Kitsap Public Health District – NFP, Department of Early Learning

Approved this _____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON


KITSAP PUBLIC HEALTH DISTRICT

Kate Dean, Chair_____
Date_____
Keith Grellner, RS
Administrator_____
Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

 November 12, 2021Philip C. Hunsucker, Chief Civil Deputy
Attorney

Funding Source	Federal Compliance (if applicable)	BARS Code
<input type="checkbox"/> Federal Sub-recipient <input checked="" type="checkbox"/> State Other (private)	<input type="checkbox"/> ARRA (Recovery Act) <input type="checkbox"/> FFTA (Transparency Act) <input type="checkbox"/> Direct <input type="checkbox"/> Other CFDA Number -	

Scope of Work- Exhibit A

COUNTY will provide CONTRACTOR with a copy of the contract from DCYF. This Exhibit is to be used in conjunction with the contract between JCPH and DCYF.

1. Contractor will ensure adherence to NFP program model standards and adhere to home visiting model throughout the contract period.
2. Contractor will maintain approved, qualified staffing, and ensure home visitor staff adhere to training requirements established by NFP program and Home Visiting Service Account (HVSA). Personnel documentation including required training and background checks will also be maintained.
3. Contractor agrees to maintain an active caseload in accordance with NFP model requirements.
4. Contractor agrees to provide the number of home visits to families based on NFP program model requirements. If there are no model requirements, County will provide definition developed from Thrive Washington.
5. Perform individual assessments, screenings, and referrals and ensure compliance with the NFP model requirements and HVSA aligned measures.
6. Participate in local and regional early learning coalitions and other initiatives to support and build connections with local early childhood partners, early intervention, Early Supports for Infants and Toddlers, child welfare, economic support services, and the Community Wellness and Prevention Initiative.
7. Collect data for all families, adults and children enrolled in home visiting services, following model requirements. Data will be entered in NFP data system accurately and timely. Data will be secured and available only to those with a business need for the data. Contractor will comply with HIPAA laws and regulations.
8. Agree to provide data and to obtain consent pursuant to the Jefferson County Public Health data sharing agreement with DOH to share identifiable demographic information, enrollment, service utilization, program performance and staffing data, a copy of which is attached hereto.
9. Efforts to obtain parental consent from enrolled families for voluntary services and data sharing.
10. Participate with HVSA, DCYF and DCYF-specified evaluations.

AGREEMENT KC-031-22

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

I. Purpose

This Agreement is for the appropriation of \$215,668 for the purpose of augmenting state and federal funding of mental health, chemical dependency and therapeutic court programs and services with the goal of preventing and reducing the impacts of disabling chemical dependency and mental illness by creating and investing in effective, data driven programs for a continuum of recovery-oriented systems of care per RCW 82.14.460 for the time period January 1, 2022 – December 31, 2022. Funding must be used solely for the purpose of providing for the operation or delivery of chemical dependency or mental health treatment programs and services and for the operation or delivery of therapeutic court programs and services. No funding provided under this contract may be used to supplant existing funding for these programs.

II. Collaboration and Collective Impact

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

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

III. Identification and Coordination of Available Funding Sources

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

IV. Project Description

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

- Improve the health status and wellbeing of Kitsap County residents.
- Reduce the incidence and severity of chemical dependency and/or mental health disorders in adults and youth.

This three-tier project has the goal of preventing mental illness, behavioral problems, and future addiction in young children by intervening with families who either have, or are at risk for, substance abuse and/or mental health problems. There are three components to this project 1. providing evidence-based Nurse Family Partnership (NFP) services to at least 12 low-income, high-risk first-time mothers and their babies (note total number of clients served by NFP annually is 50-60). 2. improving access to services by utilizing a community health worker (CHW) for outreach and community infrastructure support. 3. Providing a Postpartum Support Group.

V. Project Activities Project Activities

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

- Maintain 0.5 FTE Nurse Family Partnership (NFP) nurse home visitor.
- NFP staff will participate in ongoing training and education as required by NFP Nursing Services Organization.
- NFP supervisor will participate in ongoing training, education, and consultation as required to support quality, fidelity, and specific population needs.
- Existing caseload will be maintained at twelve (12) families.
- Maintain outreach and referral plan to reach target population and maintain caseload.
- Provide Home Visits for first time, low-income pregnant women, mothers and infants.
- New clients will be enrolled before twenty-nine (29) weeks of pregnancy and receive visits according to NFP guidelines.
- Content of home visits will be aligned with NFP guidelines.
- Staff who provide home visits will receive individual reflective supervision.
- All staff will participate in reflective case conferences.
- Supervisors and nurse home visitors will review and utilize their data.
- Data will be used for quality and fidelity monitoring and improvement.

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

- Staff a bilingual (English-Spanish) Community Health Worker (CHW) who will work with the Parent Child Health (PCH) and Nurse Family Partnership team of registered nurses. The CHW will be a frontline public health worker who is a trusted member of and/or has an unusually close understanding of the community served.
- The CHW will serve as a liaison/link/intermediary between health/social services and the community to facilitate access to services and improve the quality and cultural competence of service delivery.
- Prenatal and postpartum assessments which include depression and Adverse Childhood Experiences (ACEs) screening.
- Health and parenting education.
- Referrals to community resources and case management.
- Expand outreach efforts to enroll more eligible women.
- Case management activities that can be done by a community health worker (CHW).

The Kitsap Public Health District will expand behavioral health support to mothers during the perinatal/postpartum period through a group peer model during an especially vulnerable time and offer referrals to additional services as needed. They will fund additional staff time (0.1FTE postpartum support group nurse facilitator, 0.1FTE CHW), expenses (space rental, incentives/food) and training to launch a Postpartum Support Group.

VI. Project Design

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

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

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

and, because of their trusting relationships with their clients, they are often able to support a parent's readiness to seek needed treatment services.

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

VII. Project Outcomes and Measurements

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

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

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

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

Objective #1: Funded case load of at least 12 mothers and infants (0.5 FTE nurse) will be maintained through December 31, 2022.

Objective #2: Maintain an average retention rate of 85% for Nurse Family Partnership clients over the course of the program year (January-December 2022).

Objective #3: By December 31, 2022 Community Healthcare Worker has at least 250 unduplicated outreach and case management encounters.

Objective #4: Since January 2016, at least 80% of NFP clients with a potential or identified mental health problem will show improvement in knowledge, behavior, or status as measured by the Omaha System problem Rating Scale at graduation from services

Objective #5: By December 31, 2022, at least 50 current clients will have a PHQ-9 and GAD-7 screen completed.

Objective #6: Since January 2016, at least 80% of NFP clients with a potential or identified substance use problem will show improvement in knowledge, behavior, or status as measured by the Omaha System Problem Rating Scale at graduation from services.

Objective #7: By December 31, 2022, at least 50 current clients will have a Nurse Family Partnership Health Habits (substance abuse topics) questionnaire completed.

Objective #8: Since January 2016, at least 80% or more NFP clients with a parenting/caretaking problem will show improvement in knowledge, behavior, or status as measured by the Omaha System Problem Rating Scale at graduation from services

Objective #9: By December 31, 2022, Kitsap Public Health District will maintain required high fidelity to the Nurse Family Partnership model, as required by the National Service Office.

Objective #10: By December 31, 2022, KPHD will provide at least 10 postpartum support group sessions.

Objective #11: By December 31, 2022, Nurse Family Partnership CAB will convene at least 4 meetings to advise, support and sustain the NFP program.

VIII. Data Collection and Reporting

Kitsap Public Health District will provide a Quarterly Report to the Kitsap County Department of Human Services by April 30, July 31, and October 31, 2022; and January

31, 2023 each year funding is received under this grant, detailing progress made on program outcomes during the quarter, what other funding sources have been investigated, and what the future potential for alternative funding is. In addition, outcomes identified in the Evaluation Plan for Mental Health, Chemical Dependency and Therapeutic Court Programs will be reported.

IX. Billing and Payment

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

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

Reimbursement Request – Upon Completion of each month, the Kitsap Public Health District must provide to the County a written explanation of expenditures which are less than 90% of, or more than 115% of the year-to-date budgeted total.

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

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

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

X. Duration

This agreement is in effect from January 1, 2022 – December 31, 2022.

XI. Amendments

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

XII. Attachments

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

Attachment A: Budget

This Agreement shall be effective January 1, 2022.

Dated this ____ day of _____, 2021.

Dated this ____ day of _____, 2021.

CONTRACTOR
KITSAP PUBLIC HEALTH DISTRICT

KITSAP COUNTY BOARD OF
COMMISSIONERS

Keith Grellner, Administrator

ROBERT GELDER, Chair

EDWARD E. WOLFE, Commissioner

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

Attachment A: Budget

Kitsap County Human Services Department
Expenditure Plan: January 1, 2022 - December 31, 2022

Agency Name: Kitsap Public Health District
Project Name: Nurse Family Partnership
Contract: \$215,668 **Agreement #** KC-031-22

Contract Line item	1/1/2022 3/31/2022	4/1/2022 6/30/2022	7/1/2022 9/30/2022	10/1/2022 12/31/2022	Total Budget
Personnel	\$ 49,411.75	\$ 49,411.75	\$ 49,411.75	\$ 49,411.75	\$ 197,647.00
Manager and Staff (Program Related)	35,406.25	35,406.25	35,406.25	35,406.25	141,625.00
Fringe Benefits	14,005.50	14,005.50	14,005.50	14,005.50	56,022.00
Supplies & Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	-	-	-	-	-
Office Supplies	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Administration	\$ 4,505.25	\$ 4,505.25	\$ 4,505.25	\$ 4,505.25	\$ 18,021.00
Advertising/Marketing	-	-	-	-	-
Communication	187.75	187.75	187.75	187.75	751.00
Support Group Training	450.00	450.00	450.00	450.00	1,800.00
Group Session Food	100.00	100.00	100.00	100.00	400.00
Group Session Incentives	250.00	250.00	250.00	250.00	1,000.00
Group Session Space Rental	500.00	500.00	500.00	500.00	2,000.00
Training/Travel/Transportation	450.00	450.00	450.00	450.00	1,800.00
% Indirect (Limited to 5%)	2,567.50	2,567.50	2,567.50	2,567.50	10,270.00
Other (Describe):	-	-	-	-	-
Operations & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial Service	-	-	-	-	-
Maintenance Contracts	-	-	-	-	-
Maintenance of Existing Landscaping	-	-	-	-	-
Repair of Equipment and Property	-	-	-	-	-
Utilities	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Other	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Project Budget Total	\$ 53,917.00	\$ 53,917.00	\$ 53,917.00	\$ 53,917.00	\$ 215,668.00

Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name:

WA UBI Number:

License Number:

Principal:

RCW:

From: To:

Penalty Due:

Wage Due:

[Download all debarment data](#) 

Show per page

Showing 0 records

[First](#)[Previous](#)[Next](#)[Last](#)

Company Name	UBI	License	Principals	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
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There are no records that match your search criteria.

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Contract for Service Agreement

This Service Agreement ("**Agreement**") is entered into on November 16, 2021, by and between South Kitsap School District ("**Customer**") and Kitsap Public Health District ("**Service Provider**"), also individually referred to as "**Party**" and collectively "**Parties.**"

1. **Services.** The Service Provider shall perform the services listed in this Section 1. The Service Provider agrees to perform the services identified on Exhibit "A" (Scope of Work) attached hereto including the provision of all labor.

1. Assist in COVID-19 case investigation and contact tracing. This includes working with the person who has been diagnosed with an infectious disease to identify and provide support to people (contacts) who may have been potentially exposed through close contact with the person who has tested positive.
2. Assist in the "Test to Stay" protocol for on-site student testing.
3. Assist in unvaccinated staff testing.
4. Other COVID-19 Responder team duties.

2. Service Provider General Terms and Conditions

1. The Service Provider agrees that it will comply with all state and federal guidelines.
 2. The Service Provider certifies that as a prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 3. The Service Provider will prohibit any employee from working at a public school who has been convicted of or pled guilty to any felony crime under RCW 28A.400.322. Failure to comply will be grounds for immediate contract termination.
3. **Compensation.** The Customer agrees to reimburse the Service Provider up to a maximum of \$70,000 for labor and \$2,000 for other expenses during the contract period, based on actual costs incurred.
 4. **Expenses.** The Customer agrees to reimburse the Service Provider for all expenses incurred as a result of performing the Services. Cell phone service and mileage are approved and will be billed based on actual cost. Mileage will be reimbursed at the federal rate. The Service Provider agrees to submit all unapproved expenses to the Customer for approval prior to incurring the expense. All expenses must be approved in writing. The Customer will not be liable to reimburse the Service Provider for any expense(s) that was not pre-approved.
 5. **Payment.** The Service Provider shall submit an invoice to the Customer monthly. Invoices shall be paid within 30 days from the date of the invoice. Payments may be made by electronic transfer or warrant.

6. **Term.** The term of this Agreement shall commence on the Effective Date, as stated above, and continue until July 31, 2022, unless otherwise terminated per the terms of this Agreement.

7. Termination.

1. Either Party may terminate the Agreement at any time upon 30 days prior written notice to the other Party. In the event the Customer terminates the Agreement, the Customer shall still remain obligated to pay the Service Provider for any Services performed up to the date of termination and any expenses approved, but not paid, prior to the date of termination. In the event the Service Provider terminates the Agreement, the Service Provider shall reimburse the Customer any amounts previously paid to the Service Provider for which the Service Provider has not yet performed the Services.
2. This Agreement will automatically terminate when both Parties have performed all of their obligations under the Agreement and all payments have been received.

8. Relationship of the Parties.

1. **No Exclusivity.** The Parties understand this Agreement is not an exclusive arrangement. The Parties agree they are free to enter into other similar agreements with other parties. The Service Provider agrees the Service Provider will not enter into any agreements that conflict with the Service Provider's obligations under this Agreement.
2. **Independent Contractor.** The Service Provider is an independent contractor. Neither Party is an agent, representative, partner, or employee of the other Party.

9. Dispute Resolution.

1. **Choice of Law.** The Parties agree that this Agreement shall be governed by the State and/or County in which the duties of this Agreement are expected to take place.
2. **Negotiation.** In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.
3. **Mediation or Binding Arbitration.** In the event that a dispute cannot be resolved through good faith negotiation, the Parties agree to submit to binding mediation or arbitration.
4. **Attorney's Fees.** In the event of Arbitration and/or Mediation, the prevailing Party will be entitled to its legal fees, including, but not limited to, its attorneys' fees.

10. General.

1. **Assignment.** The Parties may not assign their rights and/or obligations under this Agreement.
2. **Complete Contract.** This Agreement constitutes the Parties' entire understanding of their rights and obligations. This Agreement supersedes any other written or

verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

3. **Severability.** If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of this Agreement will still be enforceable.
 4. **Waiver.** Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.
11. **Notices.** All notices under this Agreement must be sent by email with read receipt requested or by certified or registered mail with return receipt requested. Notices shall be sent as follows:

Customer

SKSD #402
2689 Hoover Avenue SE
Port Orchard, WA 98366
Attn: Assistant Superintendent
farmer@skschools.org

Service Provider

Kitsap Public Health District
Attn: Yolanda Fong
345 6th Street, Suite 300
Bremerton, WA 9837
yolanda.fong@kitsappublichealth.org

This Agreement constitutes the entire agreement between the Parties regarding its subject matter. Any representations not expressly incorporated in this Agreement are excluded.

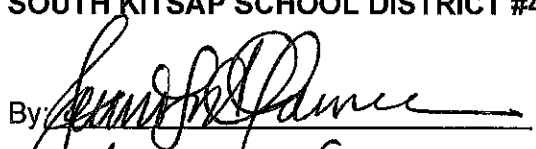
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

KITSAP PUBLIC HEALTH DISTRICT

By: _____
Keith Grellner, Administrator

Date: _____

SOUTH KITSAP SCHOOL DISTRICT #402

By:  _____
Title: Assistant Superintendent

Date: 12 Dec 21

EXHIBIT A

Scope of work

The COVID-19 Case & Contact Investigator, in the classification of Disease Investigation Specialist (DIS), will perform communicable disease investigation and surveillance activities in response to COVID-19. The COVID-19 Investigator will work under direct supervision of a South Kitsap School District employee and a member of the Kitsap Public Health District (KPHD) COVID-19 Management Team.

COVID-19 response is conducted 5 days a week, Monday-Friday, with an 8-hour per day schedule. Current hours of operations in response to COVID-19 are 8:00 a.m. to 4:30 p.m. Weekends and evening may be necessary. Occasional remote work or telecommute options may be considered after adequate training has been completed.

ESSENTIAL FUNCTIONS:

- Reports to school district staff as assigned
- Interviews staff or students with confirmed COVID-19 and provides appropriate isolation/quarantine guidance
- Collaborates with school staff to determine close contacts during infectious period and notify families as appropriate
- Engages with impacted schools to assess COVID-19 exposures, transmission and provide prevention and intervention guidance.
- Participates in the daily KPHD School Response Team meetings to receive and share information about current cases that may impact other team members and timely address difficulties.
- Is familiar with and follows recommendations established by WAC and other local, state, and national standards for disease mitigation, prevention, and control.
- Notifies close contacts of their potential exposure to COVID-19 while adhering to confidentiality laws and protocols, including HIPAA.
- Provide assistance and guidance during an outbreak response.
- May assist in the distribution of educational materials and handouts.
- Travel to different schools testing locations to assist in the set-up of equipment and materials at designated location and to proctor tests as part of the "Test to Stay" protocol
- Proctor tests by providing instructions to students about proper sample collection, observing students and staff obtaining specimen through self-collection, and interpreting test results
- Documenting test results into school database and through SimpleReport
- Accurately completes data reporting in house and in State data systems in a timely manner.

AGREEMENT FOR LEGAL SERVICES

Kitsap Public Health District, at 345 6th Street, Suite 300, Bremerton, Washington, 98337 (the “District”), and the Office of the Kitsap County Prosecuting Attorney, 614 Division Street, MS-35A, Port Orchard, Washington 98366 (the “Prosecuting Attorney”), enter into this Agreement for Legal Services (this “Agreement”) for legal services. In consideration of the mutual covenants contained herein, the District and the Prosecuting Attorney agree as follows:

1. RECITALS

Whereas, the District is a governmental unit constituted pursuant to chapter 70.46 RCW and chapter 9.52 Kitsap County Code, whose members include Kitsap County and the cities of Bainbridge Island, Bremerton, Port Orchard and Poulsbo;

Whereas, the District is governed by the Kitsap Public Health Board, which includes representatives of the cities of Bainbridge Island, Port Orchard, Bremerton and Poulsbo;

Whereas, the District requires legal services and desires to obtain them from the Prosecuting Attorney;

Whereas, the cities of Bainbridge Island, Bremerton, Port Orchard and Poulsbo agree that the Prosecuting Attorney’s Office may represent the District throughout the entire county, including areas otherwise within the jurisdiction of the cities; and

Whereas, under RCW 39.34.080, the Prosecuting Attorney’s Civil Division may contract with the District to represent and provide legal advice to the District on civil legal matters.

Now, therefore, in consideration of the terms and conditions contained herein, the District and the Prosecuting Attorney agree as follows:

2. INCORPORATION OF RECITALS

The recitals set forth in Section 1, above, are hereby incorporated as substantive terms of this Agreement.

3. SCOPE OF WORK

Kitsap County (the “County”), through the Prosecuting Attorney, will provide legal services to the District as more fully described in Attachment A, “Scope of Services”, attached hereto and incorporated herein, except as follows:

A. When legal services are available to the District through its insurance pool, the District agrees that it is its responsibility to promptly notify its insurance pool of claims and/or litigation filed against the District as required by the pool.

B. As provided in Section 13 of this Agreement, when a conflict of interest exists between the District and the County which, in accordance with the Rules of Professional Conduct governing county prosecuting attorneys in Washington State, either has not been waived by both the District and the County following full disclosure or cannot be waived despite full disclosure.

C. When both the County and the District agree that a legal matter should be sent to outside counsel due to the need for specialized expertise or otherwise.

4. COMPENSATION

The District will compensate the Prosecuting Attorney for the services performed by the Prosecuting Attorney and Deputy Prosecuting Attorneys under this Agreement at the hourly rate of \$149.00, and \$91.00 per hour for paralegal services. The Chief Civil Deputy Prosecuting Attorney shall be the initial point of contact for requests for legal services and may assign such requests to other attorneys as the nature of the matter requires. The hourly rates includes overhead support.

The District shall be responsible for all incidental costs associated with its representation, including, but not limited to, mileage and travel costs, court costs, copy fees, courier fees, fees for title reports, et cetera.

5. BILLING AND PAYMENT

The Prosecuting Attorney shall submit quarterly invoices to the Kitsap Public Health District, 345 6th Street, Suite 300, Bremerton, Washington, 98337 to the attention of the Administrator. Invoices will describe the services performed by each attorney, detail the number of hours worked, and list the fees and costs incurred during that month. The District shall pay County at the hourly rates set forth in Section 4. The District will make payment within thirty (30) days following receipt of billing. Upon request, the District is entitled to review the time sheets of attorneys anytime during the term of this Agreement and within one year after its expiration or termination.

6. DURATION

This Agreement is effective January 1, 2022. It shall have a term of one year and shall expire on December 31, 2022, unless renewed in writing.

7. REPRESENTATIVES

The coordinating contact representative for the Prosecuting Attorney will be the Chief Civil Deputy Prosecuting Attorney. The coordinating contact for the District will be the Administrator, who shall have full authority to request services hereunder.

8. INDEPENDENT CONTRACTOR

The Prosecuting Attorney's services shall be furnished as an independent consultant and nothing in or arising from this Agreement shall be construed to create a relationship of employer-employee or master-servant.

9. INDEMNIFICATION

The County shall indemnify the District and its agents, officers, officials, and employees for all losses, claims, and damages caused by the negligence or willful acts of County and/or its agents, officers, and employees, arising directly or indirectly out of or in consequence of the performance of this Agreement. The District shall indemnify the County and its agents, officers, officials and employees for all losses, claims and damages caused by the negligence or willful acts of the District and/or its agents, officers, officials, and employees, arising directly or indirectly out of or in consequence of the performance of this Agreement. This section shall survive the expiration or termination of this Agreement.

10. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other. Upon receipt of the notice of termination, no further fees or expenses may be incurred except as authorized by the District. If this Agreement is terminated in accordance with this paragraph, the Prosecuting Attorney will be entitled to payment for all work actually performed. An equitable adjustment in the Prosecuting Attorney's compensation for partially completed items of work will be made.

11. NON-EXCLUSIVE AGREEMENT

The District may obtain legal services from persons or entities in addition to Prosecuting Attorney. The Prosecuting Attorney may provide legal services to the County and other entities as allowed under state law.

12. CONFLICTS OF INTEREST

As more fully explained in Attachment B hereto, incorporated herein, the Prosecuting Attorney shall observe the Rules of Professional Conduct as applicable to county prosecuting attorneys and inform the District if actual or potential conflicts of interest arise. The District recognizes that the Prosecuting Attorney may from time to time, represent the County in matters that may also involve the District. In such cases, if a conflict arises, the District understands and agrees that the Prosecuting Attorney must represent the County even though the County may be adverse to the District. In the event of such a conflict, when possible, the Prosecuting Attorney shall assign different deputy prosecuting attorneys to represent the County and the District and create an "ethics wall" to screen each attorney from the client confidences of the other. If a conflict of interest arises during the term of this Agreement which, in accordance with the Rules of Professional Conduct, either has not been waived by both the District and the County following full disclosure, or cannot be waived despite full disclosure, the Prosecuting Attorney

will work with the District to secure appropriate representation and provide for a smooth transition to alternative counsel. The District expressly waives any and all objections it might otherwise have to the Prosecuting Attorney's representation of the County. This section shall survive the expiration or termination of this Agreement.

13. NON-WAIVER

The failure of either party to exercise any rights or remedies under this Agreement for any breach shall not constitute a continuing waiver of any obligation and shall not prevent either party from pursuing any such rights or remedies for any succeeding breach.

14. INTEGRATION

This Agreement contains the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement will supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

15. BINDING EFFECT

The provisions of this Agreement are binding upon the parties and their successors, assigns, and legal representatives.

16. MODIFICATION

This Agreement may be amended only upon written agreement of the parties executed with the same formalities required for the execution of this Agreement.

17. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement and the remaining rights and obligations of the parties will be construed and enforced as if this Agreement did not contain the invalid part, provided that the fundamental purposes of this Agreement can still be carried out.

18. VENUE

This Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance, and any action at law, suit in equity, or other proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Washington, County of Kitsap.

[Signatures appear on the next page.]

Dated this _____ day of _____, 202__.

KITSAP PUBLIC HEALTH DISTRICT

KEITH GRELLNER, Administrator

Dated this _____ day of _____, 202__.

KITSAP COUNTY PROSECUTING ATTORNEY

CHAD M. ENRIGHT

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

ROBERT GELDER, Chair

EDWARD E. WOLFE, Commissioner

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

EXHIBIT A

SCOPE OF SERVICES

The Prosecuting Attorney will provide the District with a full range of legal services, with the exceptions set forth in the body of this Agreement, including the following:

1. Provide legal consultation services, including telephone and office consultation and written opinion memos on all District issues;
2. Review and redraft administrative regulations and policies, including the District's personnel manual;
3. Review and redraft contracts;
4. Review and redraft resolutions and ordinances;
5. Represent the District in actions to enforce District regulations throughout Kitsap County, including areas otherwise within the jurisdiction of the cities;
6. Evaluate claims filed with the District;
7. Represent the District in litigation before administrative tribunals and state and federal courts other than litigation, which the District may, in accordance with its insurance policies, tender to other counsel; and
8. Labor negotiations including legal advice regarding collective bargaining matters as required.

EXHIBIT B

Executed Copy of Conflict Letter to Kitsap Public Health District
Consisting of 4 pages



IT PERSONAL SERVICES AGREEMENT

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

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

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 1st day of 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2022.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 2022.

CONTRACTOR

CLALLAM COUNTY ADMINISTRATOR

Kitsap Public Health District

Print
name: _____

Title:

Date: _____, 2022

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

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

SCOPE OF WORK

Clallam County Health & Human Services utilizes Kitsap Health District Epidemiology Services for a variety of programs and services. In 2022, services shall include:

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

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

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

Activity	Timeline/description	Duration/Frequency	Total hours	Who	Cost
Technical assistance (TA) to grantees for M&E development and refinement	January-December: Review, prep, and revise metrics with ongoing follow-up, data management	6 hours x project	112	Epidemiologist II	\$10,976
	January – December: Evaluation Meetings, TA to projects	2 hours x meeting; 1 hour adhoc TA	42	Epidemiologist II	\$4,116
Set-up measures and manage electronic reporting platform	January – December	2 hours x project	28	Epidemiologist II	\$2,744
Ongoing management of electronic reporting web platform and the addition of new features	January-December	24 hours split CJK	8	IT	\$880
Quarterly report review and dashboard development, updates, Annual Report	January-December	Projects x 4 quarters x 2 hours each	112	Epidemiologist II	\$10,976
Participate in/present at 2 Advisory committee meetings	dates TBD	2 hours x 2 meetings	4	Epidemiologist II	\$392
Input/supervision	ongoing	1 hour x 12 months	12	Program Manager	\$1,284
				ESTIMATE TOTAL:	\$31,368

Total contract for the period January 1, 2022 – December 31, 2022 not to exceed \$37,368.

COMPENSATION

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

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

OR

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

<i>Name/Position</i>	<i>Hourly Rate</i>
Program Manager	\$107.00
Epidemiologist I	\$84.00
Epidemiologist II	\$98.00
IT (Database developer)	\$110.00

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

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

In no event shall Contractor be compensated in excess of **Thirty seven thousand three hundred sixty eight DOLLARS (\$37,368)** for the completed work set forth in Attachment "A".

2. AND

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

OR

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

OR

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

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL TERMS AND CONDITIONS

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

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

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

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



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

- ☒ **COMMERCIAL GENERAL LIABILITY:**

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

	\$500,000	per occurrence
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- ☒ **WORKERS COMPENSATION:**

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

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

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

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

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

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

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

- ☐ 4. Other (specify):.

AGREEMENT KC-062-22

This Agreement is entered into between Kitsap County and the Kitsap Public Health District to provide monitoring and evaluation services for 2022 Mental Health, Chemical Dependency and Therapeutic Court Tax Programs.

I. Purpose

This Agreement is for the appropriation of \$69,686 for the purpose of ensuring that the implementation and evaluation of the strategies and programs funded by the Mental Health, Chemical Dependency and Therapeutic Court Treatment Sales Tax are transparent, accountable and collaborative per RCW 82.14.460 for the time period January 1, 2022 – December 31, 2022. Funding must be used solely for the purpose of providing monitoring and evaluation of the operation or delivery of chemical dependency or mental health treatment programs and services and for the operation or delivery of therapeutic court programs and services.

II. Project Description

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

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

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

III. Project Activities

The Kitsap Public Health District will be responsible for the following activities and be reimbursed at the following 2022 hourly rate per employee assigned to the project:

Kitsap Public Health District Assessment and Epidemiology Program		KPHD Staff hourly rate estimate:			
Kitsap County 1/10 th of 1% Monitoring and Evaluation		Epidemiologist I (evaluator)	\$84		
Scope of Work 2022		Epidemiologist II (evaluator)	\$98		
		Program Manager (supervisor)	\$107		
		IT (database developer)	\$110		
21 Continuation Projects, 12 New Projects = 33 Total Projects					
Activity	Timeline/description	Duration/Frequency	Total hours	Who	Cost
Technical assistance (TA) to projects for M&E development and refinement	January-December: Review, prep, and revise metrics with ongoing follow-up, data mangement	6 hrs x new project (12); 3 hrs x continuation project (21)	135	Epidemiologist II	\$13,230
	January-December: Evaluation Meetings, TA to projects	2 hrs x new meeting; 1 hr x continuation meeting, 1 hr adhoc TA	78	Epidemiologist II	\$7,644
Quarterly report review, updates, summaries	January-December	33 projects x 6	198	Epidemiologist II	\$19,404
Set-up measures and manage electronic reporting platform	January-December	2 hours x project	66	Epidemiologist II	\$6,468
Ongoing management of electronic reporting web platform and the addition of new features	January-December	24 hours split CJK	8	IT	\$880
Quarterly contractor meetings	January-December	4 meetings x 2 hours	8	Epidemiologist II	\$784
Participate in RFP Revision meetings, prep for meetings	January-December	Approx. 5 meetings annually x 2 hours. 10 hours review/input	20	Epidemiologist II	\$1,960
Participate in monthly CAB meetings	January-December	1 monthly meeting x 2 hours	24	Epidemiologist II	\$2,352
Develop 1/10th of 1% Program Dashboard	January-December	160 hours	160	Epidemiologist II	\$15,680
Support/input/supervision	Ongoing	1 hour x month	12	Program Manager	\$1,284
			Evaluation Subtotal:		\$42,934
			One-Tenth Online Subtotal:		\$26,752
			Total:		\$69,686

IV. Data Collection

The Kitsap Public Health District will provide a Quarterly Report to the Kitsap County Department of Human Services by April 30, July 31, October 31, 2022 and January 31, 2023 each year funding is received under this grant detailing progress made on program outcomes during the quarter, what other funding sources have been investigated, and what the future potential for alternative funding is. In addition, outcomes identified in the Evaluation Plan for Mental Health, Chemical Dependency and Therapeutic Court Programs will be reported.

V. Billing and Payment

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

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

Reimbursement Request – Upon Completion of each month, the Kitsap Public Health District must provide to the County a written explanation of expenditures which are less than 90% of, or more than 115% of the year-to-date budgeted total.

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

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

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

This Agreement shall be effective January 1, 2022.

DATED this ____ day _____, 2022. DATED this ____ day _____, 2022.

CONTRACTOR
KITSAP PUBLIC HEALTH DISTRICT

Keith Grellner, Administrator

KITSAP COUNTY BOARD OF
COMMISSIONERS

EDWARD E. WOLFE, Chair

CHARLOTTE GARRIDO, Commissioner

ROBERT GELDER, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

Approved as to form by the Prosecuting Attorney's Office

ATTACHMENT A: BUDGET SUMMARY/ESTIMATED EXPENDITURES

Kitsap County Human Services Department
Expenditure Plan: January 1, 2022 - December 31, 2022

Agency Name: Kitsap Public Health District
Project Name: Monitoring and Evaluation
Agreement: \$69,686 **Agreement #** KC-062-22

Contract Line item	1/1/2022 3/31/2022	4/1/2022 6/30/2022	7/1/20202 9/30/2022	10/1/2022 12/31/2022	Total Budget
Personnel	\$ 17,421.50	\$ 17,421.50	\$ 17,421.50	\$ 17,421.50	\$ 69,686.00
Manager and Staff (Program Related)	13,066.13	13,066.13	13,066.13	13,066.13	52,264.52
Fringe Benefits	4,355.37	4,355.37	4,355.37	4,355.37	17,421.48
Supplies & Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	-	-	-	-	-
Office Supplies	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Administration	\$ -	\$ -	\$ -	\$ -	\$ -
Advertising/Marketing	-	-	-	-	-
Audit/Accounting	-	-	-	-	-
Communication	-	-	-	-	-
Insurance/Bonds	-	-	-	-	-
Postage/Printing	-	-	-	-	-
Training/Travel/Transportation	-	-	-	-	-
% Indirect	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Operations & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial Service	-	-	-	-	-
Maintenance Contracts	-	-	-	-	-
Maintenance of Existing Landscaping	-	-	-	-	-
Repair of Equipment and Property	-	-	-	-	-
Utilites	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Other	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Other (Describe):	-	-	-	-	-
Project Budget Total	\$ 17,421.50	\$ 17,421.50	\$ 17,421.50	\$ 17,421.50	\$ 69,686.00

Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name:

WA UBI Number:

License Number:

Principal:

RCW:

From: To:

Penalty Due:

Wage Due:

[Download all debarment data](#) 

Show per page

Showing 0 records

[First](#)[Previous](#)[Next](#)[Last](#)

Company Name	UBI	License	Principals	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
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There are no records that match your search criteria.

Show per page

Showing 0 records

[First](#)[Previous](#)[Next](#)[Last](#)

New or Renewed Contracts for the Period of 11/01/2021 through 11/30/2021

KPHD Contract ID	KPHD Program	Contract Type	Contract Length	KPHB Approved	Contract Amount	Signed Date	Start Date	End Date	Client Contract ID
Inactive (1 contracts)									
Olympic Educational Service District									
ID: 2128	Community Health, Yolanda Fong	Amendment	Closed		\$54,750.00	11/20/21	11/01/19	10/31/20	
Description: The District to provide services, training, and technical assistance appropriate to the needs of Head Start, ECEAP, and Early Head Start staff and enrollees, including public health nurse support to the Early Head Start home-based services to 44 eligible families.									
Amendment 1: authorized the additional October 2020 reimbursement of up to \$600.00 for services provided during this contract period (required completion of virtual conference sessions by the end of October).									
.....									
Active (3 contracts)									
Kitsap Community Resources									
ID: 2213	Assessment and Epidemiology, Kari Hunter	Contract for Services	Closed		\$10,000.00	11/18/21	11/01/21	02/28/22	
Description: The general purpose of this contract is updates to the joint 2017 Head Start/ECEAP Comprehensive Community Assessment to be utilized by the following Kitsap Interagency Coordinating Council (KICC) organizations: Suquamish Tribe, S'Klallam Tribe, Olympic Educational Service District and Kitsap Community Resources (KCR). KCR serves as the lead contractual entity on behalf of the four entities' Head Start and ECEAP programs									
.....									
Kitsap County									
ID: 2205	PIC, John Kiess	Interlocal/Interagency	Closed	11/02/21	\$1,300,000.00	11/22/21	01/01/22	12/31/22	KC-569-21
Description: Clean Water Kitsap 2022. Agreement provides a mechanism for implementation of programs within the Clean Water Kitsap (CWK) partnership.									
.....									
Olympic Educational Service District									
ID: 2206	Community Health, Yolanda Fong	Contract for Services	Closed	11/02/21	\$54,750.00	11/12/21	11/12/21	10/31/22	
Description: The District to provide services, training, and technical assistance appropriate to the needs of Head Start, ECEAP, and Early Head Start staff and enrollees, including public health nurse support to the Early Head Start home-based services to 44 eligible families.									
.....									

Kitsap Public Health Board Meeting**Date: January 04, 2022****CONSENT AGENDA ITEM: Warrant and Electronic Fund Transfer (EFT) Registers****Approvals:**

	Signature	Date
Administrator	<i>Keith Gellner</i>	12/30/2021
Finance Manager	<i>Melissa Laird</i>	12/29/2021

Recommended Motion: Approval**Items:**

Type	Warrant/EFT Date	Total Amount
Accounts Payable	11/4/2021	\$ 769,293.92
Accounts Payable	11/10/2021	118,250.99
Accounts Payable	11/18/2021	55,678.74
Accounts Payable	11/24/2021	218,867.15
Accounts Payable Total		\$ 1,162,090.80
Payroll PERS Payment (October)	11/12/2021	122,238.80
Payroll Taxes	11/30/2021	189,767.08
Payroll	11/30/2021	525,036.17
Payroll Total		\$ 837,042.05
	Grand Total	\$ 1,999,132.85

Kitsap Public Health Board Action:

- ☐ Approve
☐ Deny
☐ Table / Continue

	Signature	Date
Kitsap Public Health Board Chair		

Supplier	Document Number	Invoice Date	Supplier's Invoice Number	Amount
Nancy Acosta (278956)	EXP-0000890	11/19/2021		0.00
Brian Burchett (409212)	EXP-0000891	11/19/2021	Mileage 0928-102821	296.69
Brandon Kindschy (421430)	EXP-0000892	11/19/2021	Mileage 1001-102621	38.08
Loan Nguyen (295033)	EXP-0000893	11/19/2021	Mileage 0402-111021	13.44
Paul Giuntoli (337331)	EXP-0000905	11/22/2021	Mileage 1015-110921	36.96
Robert Haworth	MPR-00833	9/15/2021	POS Customer Refund	645.00
Blackwell Real Estate Llc	SINV-2021-11858	11/15/2021	Dec 2021	790.00
Canon Financial Services, Inc.	SINV-2021-11860	11/11/2021	Inv# 27661247	1,041.15
Grainger	SINV-2021-11862	9/21/2021	Inv# 9061456720	235.83
Joyce, Douglas L	SINV-2021-11863	11/15/2021	Dec '21	613.00
Kania, Sharon Faye	SINV-2021-11864	11/15/2021	Dec '21	475.00
King County	SINV-2021-11869	11/10/2021	Inv# 8003523	320.00
Mckesson Medical Surgical	SINV-2021-11873	11/1/2021	Invoice # 18709919	31.83
Masters, Spencer R.	SINV-2021-11874	11/15/2021	Dec '21	722.00
Office Depot	SINV-2021-11876	11/5/2021	INV# 207121313001, 207122108001	58.88
Staples	SINV-2021-11883	11/11/2021	3492493613, 3492286591, 3492493614	579.78
Stericycle Inc	SINV-2021-11884	10/31/2021	Inv# 3005773329	838.63
Telelanguage Inc	SINV-2021-11886	11/10/2021	Invoice # TL133205	257.40
Washington State Auditor'S Office	SINV-2021-11902	11/10/2021	Invoice # L145013	20,866.95
Verizon Wireless	SINV-2021-11911	11/10/2021	Invoice # 9892644677	20,872.07
American Family Life Assurance Company	SINV-2021-11923	11/19/2021	November 2021	2,551.26
WA State Employment Security	SINV-2021-11925	11/19/2021	November 2021	2,945.90
Health Equity	SINV-2021-11926	11/19/2021	Novemner 2021	58.33
Hra Veba Trust	SINV-2021-11928	11/19/2021	November 2021	11,073.15
Nationwide Retirement Solutions	SINV-2021-11930	11/19/2021	November 2021	3,738.00
Peak 1 Administration, Llc	SINV-2021-11932	11/19/2021	November 2021	721.00
Prof & Technical Eng Xph	SINV-2021-11934	11/19/2021	November 2021	3,202.62
Voya Institutional Trust Company	SINV-2021-11935	11/19/2021	November 2021	175.00
WA State Dept of Labor & Industries	SINV-2021-11937	11/19/2021	November 2021	4,146.30
Wash State Dept Of Retirement	SINV-2021-11939	11/19/2021	November 2021	13,888.80
Wa Health Care Authority - Uniform	SINV-2021-11940	11/19/2021	November 2021	110,259.52
WCIF	SINV-2021-11942	11/19/2021	November 2021	5,865.63
Whit-Delta Dental Of Washington	SINV-2021-11943	11/19/2021	November 2021	10,722.95
Siena Holdings Llc	SINV-2021-12024	11/22/2021	December 2021	786.00
				218,867.15
Supplier	Document Number	Invoice Date	Supplier's Invoice Number	Amount
Sam Ader (413193)	EXP-0000829	11/10/2021		420.00
Richard Bazzell (328436)	EXP-0000830	11/10/2021		171.36
Kimberly Jones (358933)	EXP-0000831	11/10/2021		72.80
Ross Lytle (285038)	EXP-0000832	11/10/2021		56.56
Kaela Moontree (406607)	EXP-0000833	11/10/2021		29.34
Melissa O'Brien (433907)	EXP-0000834	11/10/2021		271.82
Barbara Steusloff (429204)	EXP-0000835	11/10/2021		74.37
Lisa Warren (434273)	EXP-0000836	11/10/2021		147.83
Christopher Winters (426939)	EXP-0000837	11/10/2021		75.82
Kerrie Yanda (301566)	EXP-0000840	11/12/2021	Mileage 0606-102721	338.24
Mitchell T. Abeln (Inactive)	MPR-01731	11/12/2021	One-Time Payment	250.00
Sushi Avenue	MPR-01732	11/12/2021	POS Customer Refund	670.00
Comcast	SINV-2021-11159	11/9/2021	Acct# 8498-36-002-0101975	216.61
Healthcare News	SINV-2021-11160	11/5/2021	20329	325.91
Loomis	SINV-2021-11162	11/1/2021	INVOICE # 12902068	451.93
Office Depot	SINV-2021-11163	10/21/2021	Inv# 203309349001	59.82
OLSOS Scrip	SINV-2021-11164	10/27/2021	17697242	3,750.00
Race Forward	SINV-2021-11165	10/26/2021	Inv # 000002585	1,000.00
Staples	SINV-2021-11166	10/21/2021	INV# 3490492188	241.93
Structured	SINV-2021-11167	9/17/2021	Invoice # 0216561-IN	4,491.33
Wex Bank	SINV-2021-11168	11/8/2021	Invoice # 75674634	415.68
Bainbridge Island Fire Department	SINV-2021-11207	10/27/2021	April 2021	38,692.86
Telelanguage Inc	SINV-2021-11250	11/1/2021	Invoice # T7063	443.52
Iron Mountain	SINV-2021-11275	10/31/2021	Invoice # 202442557	173.91
Spectra Laboratories - Kitsap, Llc	SINV-2021-11276	10/31/2021	Oct 1-31, 2021	1,994.00
Wsalpho	SINV-2021-11277	11/12/2021	Jan - Jun 21	738.10
Wa State Dept Of Enterprise Services	SINV-2021-11278	10/4/2021	Inv# 71136090- O'brien, Melissa	105.00
				55,678.74
Supplier	Document Number	Invoice Date	Supplier's Invoice Number	Amount
Nancy Acosta (278956)	EXP-0000796	11/4/2021		24.53
Erin Burch (434274)	EXP-0000797	11/4/2021		220.02
Renee Johnson (421429)	EXP-0000798	11/4/2021	Mileage 0928-092921	64.96
Nathan Morrow (433895)	EXP-0000799	11/4/2021	Mileage 0930-101121	60.70

Niels Nicolaisen (208456)	EXP-0000800	11/4/2021 Mileage 1004-102921	338.80
Crystal Nuno (405301)	EXP-0000801	11/4/2021 Mileage 1001-102921	647.36
Tobbi Stewart (423168)	EXP-0000802	11/4/2021 Mileage 1006-101121	35.28
Jan Wendt (397255)	EXP-0000803	11/4/2021	310.24
Acranet Cbs Branch	SINV-2021-10382	10/31/2021 INV #18727	311.00
Bremerton Government Center Association	SINV-2021-10383	11/1/2021 INVOICE# 112021HD	30,668.14
Comcast Corporate (Inactive)	SINV-2021-10384	11/1/2021 INV# 133731941	500.21
Comcast	SINV-2021-10386	11/1/2021 8498 36 002 1685177, 8498 36 002 1644737	660.38
Kitsap County	SINV-2021-10388	11/1/2021 NOV '21	25,229.00
Microsoft Corporation	SINV-2021-10389	11/2/2021 E0600GE833, E0600GE63K, E0600GDWFP	3,710.84
The People'S Harm Reduction Alliance	SINV-2021-10390	11/4/2021 APR - AUG 2021	30,295.04
United Business Machines Of Wa	SINV-2021-10391	11/1/2021 Inv# 460798	539.32
Washington Poison Center	SINV-2021-10392	10/31/2021 Inv# S71	208.34
Govqa	SINV-2021-10402	9/2/2021 Invoice # 800	13,347.05
US Bank National Association	SINV-2021-10429	10/25/2021 Acct# 4246-0445-5568-8591	782.33
US Bank National Association	SINV-2021-10436	10/25/2021 4246-0445-5568-8591	3,519.47
US Bank National Association	SINV-2021-10441	10/25/2021 October Invoice	4,303.05
US Bank National Association	SINV-2021-10443	10/25/2021 Oct '2021	2,474.93

118,250.99

Supplier	Document Number	Invoice Date	Supplier's Invoice Number	Amount
Jakob Hughes (434256)	EXP-0000746	10/29/2021	MILEAGE 1001-102621	193.76
Karina Mazur (388104)	EXP-0000747	10/29/2021		0.00
Sarah Henley (434028)	EXP-0000756	10/29/2021	MILEAGE 0902-093021	67.98
Carin Onarheim (426938)	EXP-0000757	10/29/2021	TRAVEL 1020-102121	70.40
Kayla Crow (433648)	EXP-0000771	10/28/2021		178.64
CINDA PETERS (Inactive)	MPR-01505	10/29/2021	POS Customer Refund	225.00
Fedex	SINV-2021-09782	10/22/2021	Invoice # 7-540-85797	9.22
Brown, Mary C	SINV-2021-09783	10/27/2021	NOV '21	1,250.00
Clallam County	SINV-2021-09786	10/5/2021	JUN-AUG '21	20,855.39
Franciscan Health System	SINV-2021-09788	10/21/2021	JAN - MAY 2021	697,964.56
Jefferson County	SINV-2021-09789	10/15/2021	SEPT 2021	3,335.75
Kitsap County	SINV-2021-09790	10/1/2021	OCT 2021	25,229.00
Sequim West Inn And Rv Park	SINV-2021-09792	10/28/2021	OCT '21	750.00
Staples	SINV-2021-09795	10/20/2021	INV# 3490426438	241.53
Summit Law Group, PLLC	SINV-2021-09796	10/22/2021	INV# 130246	11,634.00
Telelanguage Inc	SINV-2021-09798	10/12/2021	INV# TL132022	189.75
United Business Machines Of Wa	SINV-2021-09799	10/27/2021	INV# 460532	1,155.52
Jefferson County	SINV-2021-09869	10/19/2021	SEPT '21	5,943.42

769,293.92



Kitsap County Treasurer's Office

Cash Transmittal

Withdrawal Receipt #R00202900

Approved: 11/12/2021

GL Date: 11/12/2021

Total Amount: \$122,238.80

Request Details

Request ID	202813
Type	Withdrawal
Owner	Beverly Abney
Organization	Kitsap Public Health District
Approved By	Debbie Waterbury
Comments	

ACH/EFT Transaction

Purpose	Date	Reference	Payee	Description	Amount	Memo
ACH/EFT	11/12/2021	95969	Wa State Dept of Retirement Systems	OCT 2021 PERS	\$122,238.80	

Line Items

Line	Amount	Memo	Program	Account
1	\$122,238.80	PERS	95969 - Kitsap Public Health District	2315:Employee Benefits Payable

Last	Deduction	Code	Lookup	Group	Plan	Amount
					Federal Total	78,934.48
		W_FW Total				78,934.48
					Medicare Total	10,685.90
		W_MED Total				10,685.90
					Medicare Total	10,685.90
		W_MEDER Total				10,685.90
					SS Total	44,730.40
		W_OAS Total				44,730.40
					SS Total	44,730.40
		W_OASER Total				44,730.40
		Grand Total				189,767.08

Kitsap Public Health District - Monthly (Regular) (Pay Group Detail)
11/01/2021 - 11/30/2021 (Monthly) (Period)

Last	Hours	Gross Pay	Employer Paid Taxes	Employer Paid Benefits	Non-Cash Taxable Benefits	Net Pay
Abazi (427227)	173.33	5,143.00				3,877.93
Abney (4563)	173.33	4,981.00				3,388.66
Acosta (278956)	173.33	8,117.00				4,989.16
Ader (413193)	173.33	5,122.00				3,471.21
Anderson (419470)	180.33	6,350.53				4,107.94
Arias (433900)	173.33	5,166.00				3,789.96
Armstrong (434291)	173.33	5,143.00				3,297.00
Atisme-Bevins (43390)	173.33	6,522.00				4,870.30
Banigan (215189)	177.58	7,158.98				5,154.06
Bazzell (328436)	173.33	6,905.00				4,853.25
Bell (419805)	101.33	4,248.60				3,039.38
Berger (407902)	173.33	4,920.00				3,517.23
Bierman (404611)	156.00	6,795.00				5,119.58
Bolstad (434072)	173.33	6,435.00				4,708.56
Borja (426250)	173.33	5,286.00				4,073.71
Boysen-Knapp (2058)	156.00	6,542.00				4,052.89
Brown (271677)	173.33	8,324.00				4,727.12
Burch (434274)	172.58	6,016.69				4,480.40
Burchett (409212)	173.33	4,646.00				3,479.57
Byrd (434085)	173.33	3,595.00				2,960.80
Camarena (434136)	173.33	7,221.00				5,964.85
Chang (411387)	173.33	3,940.00				2,842.43
Ciulla (400655)	173.33	7,174.00				4,357.90
Collins (434101)	173.33	5,759.00				4,235.99
Crow (433648)	173.33	4,214.00				3,169.08
Davis (433997)	173.33	7,011.00				4,880.44
Dowless (340919)	173.33	6,593.00				4,793.40
Duren (430735)	173.33	5,528.00				4,260.17
Eakes (223648)	173.33	5,028.00				3,346.84
Evans (4565)	173.33	10,118.00				2,255.04
Fine (421693)	86.67	2,073.00				1,614.47
Fisk (321284)	173.33	7,269.00				4,476.24
Fong (356883)	173.33	10,624.00				7,220.49
Ford (434296)	173.33	3,371.00				2,590.42
Forte (434150)	173.33	4,878.00				3,351.17
Giuntoli (337331)	173.33	6,905.00				4,196.40
Gonzalez (401905)	138.66	5,502.00				3,841.30
Grellner (1264)	173.33	12,655.00				8,748.59
Gress (421427)	173.33	4,279.00				3,243.68
Griego (410072)	138.66	3,720.00				2,809.88
Grumbly (434316)	189.33	4,621.56				3,713.27
Guerrero (434054)	104.00	3,117.00				2,524.23
Guidry (355732)	173.33	8,740.00				6,217.22
Guzman (356336)	173.33	4,544.12				3,229.99
Hadly (434294)	173.33	8,324.00				5,756.34
Hamel (412171)	173.33	6,536.00				4,121.17
Henley (434028)	173.33	5,696.00				4,360.63
Holdcroft (270783)	173.33	6,905.00				3,937.57
Holdcroft (4579)	173.33	8,740.00				5,155.15
Holt (1041)	173.33	9,340.00				5,720.94
Holt (2726)	173.33	8,740.00				5,779.03
Howard Lindquist (43)	104.00	2,939.00				2,420.53
Hughes (434256)	173.33	4,646.00				3,498.76
Hunter (409213)	173.33	8,324.00				5,754.10
Inouye (434255)	173.33	7,632.00				5,258.27
Jameson (295036)	173.33	4,098.00				3,139.39
Jenkins (434053)	69.50	1,419.19				1,158.34
Johanson (400651)	173.33	4,303.00				3,264.79
Johnson (421429)	25.33	825.50				674.78
Jones (358933)	173.33	8,324.00				5,673.43
Katula (393427)	173.33	7,550.00				4,446.48
Kench (245476)	173.33	4,064.00				2,555.00
Kiess (250913)	173.33	10,624.00				7,830.37
Kindschy (421430)	173.33	5,647.00				4,037.24
Kinnear (434099)	173.33	4,805.00				3,623.02
Knoop (16125)	173.33	6,905.00				4,738.05

Last	Hours	Gross Pay	Employer Paid Taxes	Employer Paid Benefits	Non-Cash Taxable Benefits	Net Pay
Kruse (243184)	177.83	7,271.57				4,771.85
Kushner (327580)	173.33	10,118.00				7,630.63
Laird (416539)	173.33	8,740.00				6,173.62
Lehto (434317)	173.33	4,425.00				3,409.65
Lytle (285038)	173.33	7,405.00				4,873.26
Madden (434318)	96.00	2,058.24				1,667.84
Mazur (388104)	173.33	7,054.00				4,739.94
McKinnon (387088)	173.33	5,647.00				4,362.98
McMillan (434052)	173.33	4,920.00				3,580.74
McNamara (429377)	156.00	4,721.00				3,831.97
Moen (279971)	192.08	6,400.53				4,424.89
Moontree (406607)	173.33	5,143.00				3,711.00
Moore (421227)	156.00	5,684.00				3,981.57
Moore (433995)	173.33	4,995.00				3,842.98
Moore (434254)	173.33	4,425.00				3,368.32
Morris (312378)	138.66	4,664.02				3,096.02
Morris (433859)	90.00	1,395.00				1,181.23
Morrow (433895)	173.33	15,606.00				11,690.64
Nguyen (295033)	173.33	4,518.00				3,266.13
Nguyen (434026)	173.33	4,029.00				2,771.23
Nicolaisen (208456)	173.33	6,905.00				4,501.84
Noble (3128)	173.33	5,122.00				3,402.53
North (22459)	173.33	9,636.00				3,896.61
Nuno (405301)	173.33	6,536.00				3,747.42
O'Brien (433907)	173.33	4,214.00				3,291.99
Onarheim (426938)	173.33	4,593.00				3,330.46
Outhwaite (243679)	173.33	5,143.00				3,974.99
Pandino (419118)	173.33	4,518.00				3,432.39
Pearson (434051)	173.33	3,491.00				2,625.49
Perry (306605)	173.33	4,098.00				3,029.46
Phelps (434295)	173.33	5,493.00				4,103.79
Plemmons (433994)	46.25	2,370.31				1,951.49
Power (434293)	141.33	5,375.72				4,073.26
Preston (434195)	173.33	5,696.00				4,268.00
Quayle (1214)	173.33	7,034.00				5,143.42
Quist-Therson (41986)	180.46	8,055.69				5,870.61
Rassa (433650)	138.66	4,544.00				3,221.20
Rhea (324654)	173.33	4,098.00				3,125.88
Ridge (267073)	173.33	7,055.00				4,589.24
Rodgers (434050)	173.33	3,540.00				2,799.58
Rork (404613)	173.33	5,378.00				4,015.13
Schreiber (434133)	27.80	793.41				730.73
Shuhler (425553)	173.33	3,717.00				2,675.00
Smith (361388)	173.33	7,716.00				5,423.75
Sooter (427776)	173.33	7,269.00				5,207.77
Stedman (347366)	173.33	8,740.00				5,804.25
Steusloff (429204)	173.33	4,214.00				3,217.13
Stewart (423168)	173.33	5,647.00				4,162.42
Tapia (434025)	173.33	4,785.00				2,347.75
Tiemeyer (433908)	173.33	6,091.00				5,078.19
Tjemsland (433192)	173.33	5,980.00				4,290.23
Tonti (434149)	173.33	4,029.00				3,354.77
Tubberville (434319)	173.33	4,214.00				3,233.00
Turner (1682)	173.33	5,581.00				3,597.46
Van Ort (392243)	173.33	6,905.00				4,611.78
Wagner (426251)	121.33	2,602.00				1,753.88
Warren (434273)	171.83	6,619.22				5,465.23
Wellborn (14545)	131.00	3,071.45				1,912.21
Wendt (397255)	173.33	7,011.00				5,232.19
Whitford (434292)	153.83	3,298.92				2,715.92
Whitlock (433906)	173.33	4,231.00				3,248.64
Wickhamshire (434070)	86.67	1,791.00				1,450.30
Winchester (431493)	173.33	4,214.00				2,913.68
Winters (426939)	173.33	5,143.00				3,835.75
Yanda (301566)	173.33	7,564.00				5,257.29
	21,338.70	752,030.25	0.00	0.00	0.00	525,036.17