

PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
And
KITSAP COMMUNITY FOUNDATION

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

- I. **Period of Performance:** The period of performance of this Agreement shall begin January 1, 2018 and be completed no later than December 31, 2018, unless terminated sooner or extended as provided for herein.
- II. **Services:** See **Attachment A**, Statement of Work, hereto attached and hereinafter incorporated as **Attachment A**.
- III. **Qualifications/Eligibility:** Contractor will have the qualifications necessary to successfully complete the objectives of this Agreement. Contractor hereby affirms that he/she is eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA).
- IV. **Compensation:** KCF agrees to pay Contractor a total compensation of \$49,660 for Assessment and Epidemiology services during the Agreement. Compensation will be based on invoices submitted by Contractor itemizing hours worked with a detailed description of services performed. Contractor will be paid only for work expressly authorized in the Agreement. Compensation includes labor, materials, and travel. Compensation is subject to a 37.79% indirect rate. Reimbursement for travel shall be at the current federally established rate. Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Agreement or after its termination, unless a provision of the Agreement expressly provides otherwise.
- V. **Notices:** Notices pursuant to this agreement shall be sent to:

If to the District:
Kitsap Public Health District
Attn: Siri Kushner
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 633-9239

If to the Contractor:
Kitsap Community Foundation
Attn: Kol Medina
P.O. Box 3670
Silverdale, WA 98383
(360) 698-3622

- VI. **Billings:** Billings to KCF shall be submitted no more frequently than every 30 days, and shall be sent to:

Kitsap Community Foundation
Accounts Payable
P.O. Box 3670
Silverdale, WA 98383
(360) 698-3622

- VII. **Independent Contractor:** Contractor and its employees or agents performing under this Agreement are not employees or agents of KCF.
- VIII. **Rights in Data:** Data that is delivered under this Agreement is KCF's property and shall be transferred fully to KCF with all rights to the license to publish, translate, reproduce, modify, deliver, dispose of, and to authorize others to do so.

All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Agreement will be "works for hire" as defined by the U.S. copyright Act of 1976 and will be owned by KCF. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.

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

- IX. **Indemnification:** The Parties shall mutually defend, indemnify and hold harmless the officers, officials, employees and volunteers of the other from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the other in performance of this Agreement, except for injuries and damages caused by sole negligence. Solely for the purposes of this provision, Contractor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the Parties. This provision will survive the expiration or termination of this Agreement.
- X. **Insurance:** Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

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

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

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

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

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

- XI. **Safeguarding of Information:** The use or disclosure by the Parties of any information or documents obtained by Contractor in the course of contract performance for any purpose not directly connected with Contractor's responsibilities under this Agreement is prohibited except as may be required by law.
- XII. **Statutory and Regulatory Compliance:** The Parties shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.

- XIII. **Compliance with State and Federal Confidentiality Laws:** The Parties shall not use or disclose any protected health information (PHI) or personally identifiable information (PII) created or shared under this Agreement for any purpose not directly connected with this Agreement or in any manner that would constitute a violation of the Health Information Portability and Accountability Act, commonly known as HIPAA, and any regulations enacted pursuant to its provisions. Any PHI or PII collected, used, or acquired in connection with this Agreement shall be subject to Chapter 42.56 RCW and chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations. Contractor agrees not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons PHI or PII without the express written consent of KCF. For the purpose of this section, PII means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name, etc.
- XIV. **Records Inspection and Retention:** The Parties shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein. The Parties will retain for audit purposes all Contract-related records for at least six (6) years after termination of the Agreement. If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit finding involving the records have been resolved.
- XV. **Right of Inspection:** The Parties shall provide right of access to its facilities to KCF, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable time, in order to monitor and evaluation performance, compliance, and or quality assurance under this Agreement.
- XVI. **Successors and Assigns:** The Parties, to the extent permitted by law, shall each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Agreement and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Agreement.
- XVII. **Non-Discrimination:** The Parties shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, sexual preference, or the presence of any sensory mental or physical handicap.
- XVIII. **Amendment:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties. In order to be effective, any Agreement, renewal, amendment, or modification must be in writing, be signed by both parties, and be attached to the Agreement.
- XIX. **Termination:** This Agreement may be terminated by either party upon giving at least thirty (30) days advance written notice to the other party.
- XX. **Dispute Resolution:** In the event that a dispute or conflict arises under the Agreement that the Parties are unable to resolve with good faith efforts, they shall allow the dispute to be decided by a Dispute Panel in the following manner: a Mediator shall be mutually appointed by both parties, and each party shall appoint an additional member to the Dispute Panel. The Dispute Panel shall review

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


- XXI. **Choice of Law:** The Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that the Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of the Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.
- XXII. **No Waiver:** The Parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Agreement, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Agreement at a later time.
- XXIII. **Severability:** If a court of competent jurisdiction holds any provision of the Agreement to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the Parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of the Agreement conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- XXIV. **Notices:** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Agreement representative's provision of the Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.
- XXV. **Survival:** Those provisions of the Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include, but are not necessarily limited to the following: Indemnification, Termination, Disputes, Confidentiality, Choice of Law, No Waiver, Records Inspection and Retention, and Severability.
- XXVI. **Assignment, Delegation, and Subcontracting:** Contractor will perform under the Agreement using only its bona fide employees or agents, and the obligations and duties of Contractor under the Agreement will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of KCF.

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

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


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

KITSAP PUBLIC HEALTH DISTRICT

By: 
Keith Grellner
Administrator

Date: 3/13/2018

KITSAP COMMUNITY FOUNDATION

By: 
Kol Medina
CEO and President

Date: 3-19-18

Funding Source
Program: _____
Federal Contract/Grant _____

**ATTACHMENT A
STATEMENT OF WORK AND BUDGET**

Description of Services for Monitoring and Evaluation	Estimated Hours per month	Hourly Rate	Total Cost
Work with Kitsap Strong staff, participants, and external consultants on monitoring and evaluation systems for the five Kitsap Strong “Networks” and overall for Kitsap Strong “Web.”	50 hours	\$56	\$2,800
Activities to include participation in meetings, selection, development and testing of tools; collection, analysis, and reporting of findings using both quantitative and qualitative methods.	12 hours	\$102	\$1,224
TOTAL FOR ONE MONTH:			\$4,024
			Travel \$1,372
TOTAL FOR 12 MONTH PERIOD:			\$49,660