

PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
And
THE JOHNS HOPKINS UNIVERSITY

This Professional Services Agreement (“Agreement”) is made and entered into between the Kitsap Public Health District, a Health District organized pursuant to chapter 70.46 Revised Code of Washington and Section 9.52 Kitsap County Code, hereinafter referred to as “District,” and The Johns Hopkins University on behalf of its Center for Health Security, hereinafter referred to as “Contractor.” The District and Contractor are hereinafter collectively referred to as the “Parties.” The Parties mutually agree as follows:

1. **Period of Performance:** The period of performance of this Agreement shall begin March 15, 2023, and be completed no later than December 31, 2023, unless terminated sooner or extended as provided for herein.
2. **Purpose:** Perform a comprehensive healthcare systems assessment to identify and document deficiencies and provide an analysis of opportunities and specific recommendations to correct these deficiencies and improve access to care for community members.
3. **Services:** The District requires the expertise of this Contractor to meet all deliverables referenced in the Request for Proposals and the application submitted by the Contractor (See Appendix A for Contractor’s Scope of Work).
 - A. Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the agreement, no material, labor or facilities will be furnished by the District.
 - B. Contractor will perform the work specified in the Agreement according to standard industry practice.
 - C. Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the Parties.
 - D. Contractor will confer with the District from time to time during the progress of the work. Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the District.
4. **Qualifications/Eligibility:** Contractor will have the qualifications necessary to successfully complete the objectives of this Agreement. Contractor hereby affirms that he/she/they is/are eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA).
5. **Compensation:** The District agrees to pay Contractor a total compensation of (or not to exceed) \$194,150 during the Agreement. Compensation will be based on invoices submitted by Contractor itemizing individual effort percentages with a detailed description of services performed. Contractor will be paid only for work expressly authorized in the Agreement. 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.

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

6. **Notices:** Notices pursuant to this agreement shall be sent to:

If to the District:
Kitsap Public Health District
Attn: Gib Morrow, MD, MPH
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2260
EMAIL :
gib.morrow@kitsappublichealth.org

If to the Contractor:
Tener Veenema, PhD
Center for Health Security
Johns Hopkins Bloomberg School of Public Health
621 East Pratt St, Suite 210
Baltimore, MD 21202
EMAIL : tveenem1@jhu.edu

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

Kitsap Public Health District
Accounts Payable
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2215 AR (360) 728-2227 AP

Upon expiration of the Agreement, any claim for payment not already made shall be submitted to the District within 30 days after the expiration date.

8. **Independent Contractor:** Contractor and its employees or agents performing under this Agreement are not employees or agents of the District.

9. **Rights in Data and Publication:** Contractor and the District shall respectively own data that they generate in the performance of the Scope of Work. Subject to their legal ability to do so, each party grants to the other party the right to receive copies of data generated by the other party and to use such data created in the performance of this Agreement for the other party’s own, internal, non-commercial purposes, subject to the terms of this Agreement.

Copyright in deliverables created or fixed in a tangible medium of expression during the performance of the Scope of Work (“Deliverables”) shall vest in Contractor. Contractor hereby grants to the District an irrevocable, royalty-free, nonexclusive license to use any such copyright to the Deliverables for non-commercial internal purposes. An electronic copy of all word processing documents will be submitted to the District upon request or at the end of the job using the word processing program and version specified by the District.

The District agrees that the results arising hereunder that are of general scientific interest, and which do not disclose District's Confidential Information, may be independently published by Contractor.

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

The District shall defend, indemnify and hold the Contractor, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the District's use of the Contractor's results, data and reports generated under the Scope of Work.

11. **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 District'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 the District 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 the District. Any insurance, self-insurance, or insurance pool coverage maintained by the District shall be excess of Contractor's insurance and shall not contribute with it.
2. Contractor shall endeavor to provide thirty (30) days prior written notice by certified mail if coverage will be cancelled, and shall request return receipt verifying that it has been given to the District.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

12. **Safeguarding of Information:** The use or disclosure by Contractor 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.
13. **Statutory and Regulatory Compliance:** Contractor shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.

14. **Records Inspection and Retention:** Contractor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein. The District may, upon reasonable advance notice, at a mutually agreeable date and time during normal business hours and no more than once per calendar year, inspect the books and records of Contractor relating to the performance of the Agreement. Contractor 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.
15. **Subcontracting:** Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the District.
16. **Successors and Assigns:** The District, to the extent permitted by law, and Contractor 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.
17. **Non-Discrimination:** Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, sexual preference, or the presence of any sensory mental or physical handicap.
18. **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. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by the District and has become effective.
19. **Changes in Work:** In the event of any errors or omissions by Contractor in the performance of any work required under the Agreement, Contractor will make all reasonably necessary corrections without additional compensation. All work submitted by Contractor will be certified by Contractor and checked by Contractor for errors and omissions. Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the District.
20. **Termination:** This Agreement may be terminated by either party upon giving at least thirty (30) days advance written notice to the other party.
 - A. **For Convenience:** Either party may terminate the Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other. Contractor shall be paid for work performed and expenses incurred to the date of termination.
 - B. **For Funding:** If funding for the Agreement or matter is withdrawn, reduced or limited in any way after the Agreement is signed or becomes effective, the Parties may summarily terminate the Agreement notwithstanding any other termination provision in the Agreement. Termination under this provision will be effective upon the date

specified in the written notice of termination. No costs incurred after the effective date of the termination will be paid.

C. For Cause: If the either party fails to perform in the manner called for in the Agreement, or if either party fails to comply with any other provision of the Agreement and fails to correct such noncompliance with thirty (30) days written notice thereof, the aggrieved party may terminate the Agreement for cause. Termination shall be affected by serving a notice of termination on the party setting forth the manner in which the party is in default. Contractor shall be paid for services performed in accordance with the manner of performance set forth in this Agreement.

D. For Default: Either party may terminate the Agreement upon giving written notice to the other party in the event the other party is in breach of a material provision of this agreement and shall have failed to cure such breach within thirty (30) days.

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

21. **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.
22. **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 Pierce or Thurston County, Washington.
23. **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.
24. **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.

25. **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.
26. **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.
27. **Tax Payments:** Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
28. **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 the District.

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.
29. **Personnel Removal:** Contractor agrees to remove immediately any of its subcontractors, employees, agents, or representatives from assignment to perform services under the Agreement upon receipt of a written request to do so from the District's contract representative or designee.
30. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties regarding its subject matter. Any oral or written representations not expressly incorporated in this Agreement are specifically excluded.
31. **Authorization:** Each party signing below warrants to the other party that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.
32. **Counterparts and Electronic Signatures:** This Agreement may be executed in counterparts, after execution by all Parties hereto, shall together constitute the Agreement. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
33. **Use of Name:** The District shall not (a) issue a press release or make any other public statement that references this Agreement; or (b) use the names, logos, or trademarks (or derivatives thereof) of Contractor, or its staff, contractors, or sub-contractors, for publicity or advertising purposes, except with the prior written consent of Contractor, which consent may not be unreasonably withheld. All requests for Contractor's approval shall be directed to the JHU Office of Communications (jhucommunications@jhu.edu). Contractor shall not use the

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names, logos, or trademarks of the District, or its staff, contractors, or sub-contractors, for publicity or advertising purposes, except with the prior written consent of the District, which consent may not be unreasonably withheld. Notwithstanding the foregoing, the District acknowledges and agrees that Contractor may disclose the existence of the funding support from the District in any publication, and as required by law.

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

KITSAP PUBLIC HEALTH DISTRICT

THE JOHNS HOPKINS UNIVERSITY

By: Keith Grellner
Keith Grellner
Administrator

By: Christina Boffen
Christina Boffen, JD
Assistant Director, Research Administration

Date: 3/28/2023

Date: 3/29/2023

Proposal: Kitsap County Healthcare System Needs Assessment and Recommendations
Period of Performance: 9 months

All research team members have extensive prior experience in conducting timely and systematic health systems evaluations for the purpose of optimizing existing healthcare resources and personnel and advancing health outcomes and health equity across populations. We have conducted multiple evaluations of the impact of the COVID-19 global pandemic on healthcare systems and health care personnel to identify opportunities and interventions that improve functionality, equitable access, and sustainability of healthcare services. If the contract is awarded, our team will convene quickly and set up an introductory meeting with the Kitsap Public Health Board. We will rapidly execute a historical analysis of the Kitsap Health System including a comprehensive evaluation of healthcare needs and the services available. In tandem, we will also conduct a rapid policy analysis to identify relevant laws, policies, norms, and industry standards governing the administration of public health and healthcare services across the county. Community member engagement will occur through four open forum listening sessions. Key informant interviews will also be held with relevant community stakeholders. Collaboration with the Kitsap Public Health Board and other relevant healthcare organizations, local agencies, and policymakers will be fostered through regular meetings across the nine-month project period.

Systematic data collection and analysis will occur as per the timeline listed below.

| Project Objectives and Corresponding Activities | MONTH | | | | | | | | |
|---|-------|---|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| Prior to start: provide proof of IRB, execute and return grant agreement and institutional W-9 | X | | | | | | | | |
| Throughout the project provide quarterly progress reports (deadlines TBD) | | | X | | X | | | | X |
| Convene research team within 30 days of award <ul style="list-style-type: none"> ▪ Review project goals and deliverables, roles and responsibilities, timeline, communication, and policy analysis | X | | | | | | | | |
| Data Collection | | | | | | | | | |
| Historical analysis of the Kitsap County health system | X | X | | | | | | | |
| Complete review of data sources to include publicly available strategic plans, memoranda, reports, news media, peer-reviewed literature, and archival materials. | X | X | | | | | | | |
| Conduct Kitsap County/Washington State policy analysis | X | X | | | | | | | |
| Summarize historical and policy analysis | | | X | X | | | | | |
| Convene advisory panel and meet regularly to foster collaboration and information sharing | | X | | X | | X | | X | X |
| Conduct key informant interview | | | X | X | X | | | | |
| Conduct community listening sessions | | | X | X | X | | | | |
| Data Analysis | | | | | | | | | |
| Key informant interview data and listening session data entered into NVivo software/complete thematic analysis | | | | | X | X | | | |
| Complete document analysis | | | | | | X | | | |
| Conduct modified Delphi study | | | | | | X | X | | |
| Summary of all findings prepared and reviewed with advisory group | | | | | | | X | | |
| Develop All Final Project Deliverables | | | | | | | | | |

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| | | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|---|---|
| Annotated bibliography of project resources | | | | | | | | | X | |
| Final report containing findings from key informant interviews, listening sessions, and modified Delphi study | | | | | | | | | X | |
| Recommendations for corrective actions | | | | | | | | | X | |
| Final project report submitted | | | | | | | | | | X |

| | | | |
|---------------------------|--|--------------------------|------------|
| Proposal Title: | Kitsap County Healthcare System Needs Assessment and Recommendations | | |
| Investigator Name: | Veenema | Start Date: | 03/01/2023 |
| Agency/Sponsor: | Kitsap Public Health District | End Date: | 11/30/2023 |
| Prime Sponsor: | N/A | Duration: | 9 Mths |
| Funding Opp No.: | N/A | Salary Incr Rate: | 4% |
| Proposal Due Date: | Tuesday, January 31, 2023 | Inflation Rate: | 3% |
| Activity Type: | On-Campus, Other Sponsored Activity | | |
| Proposal Type: | New | | |
| Coeus/SAP #: | 00173873 | | |
| | | Period 1 | |
| | | 03/01/2023 | |
| | | 11/30/2023 | |

| Salaries | | | | |
|--------------------|--|-----|------------------|------------------|
| CHS Faculty FT/PT | | % | \$ | |
| | | | FY23 | FY24 |
| Veenema | | 10% | \$ 8,605 | \$ 8,949 |
| Meyer | | 40% | \$ 7,401 | \$ 7,697 |
| Ravi | | 25% | \$ 11,740 | \$ 12,209 |
| TBN Analyst | | 40% | \$ 12,033 | \$ 12,515 |
| CHS Staff - 612000 | | | % | |
| Lapp | | 5% | \$ 1,752 | \$ 1,822 |
| Cizek | | 5% | \$ 1,755 | \$ 1,825 |
| Browett | | 5% | \$ 1,617 | \$ 1,682 |
| Salaries | | | \$ 91,602 | \$ 91,602 |

| Fringe Benefits | | |
|-----------------------------|--|------------------|
| Rate Type | | \$ |
| CHS Faculty and Staff FT/PT | | \$ 32,977 |
| Fringe Benefits | | \$ 32,977 |

| | | |
|---|-------------------|-------------------|
| Personnel (Salary + Fringe Benefits) | \$ 124,579 | \$ 124,579 |
|---|-------------------|-------------------|

| Other Expenses | | | |
|---------------------------|--|----|------------------|
| Category | Description | # | \$ |
| Travel | Travel to Bremerton, WA | | \$ 18,743 |
| Publication | Publication expenses | | \$ 3,000 |
| Participant Support Costs | Participant incentive | 40 | \$ 1,000 |
| Events | Expenses related to hosting focus groups | 4 | \$ 2,600 |
| Other Expenses | | | \$ 25,343 |

| | | | |
|-----------------------------|--------------|-------------------|-------------------|
| Total Direct Costs | | \$ 149,922 | \$ 149,922 |
| Total Indirect Costs | 29.5% | \$ 44,227 | \$ 44,227 |
| Total Cost | | \$ 194,150 | \$ 194,150 |

BUDGET JUSTIFICATION

I. Salaries, Wages, and Fringe Benefits

A total of \$124,579 in salaries and fringe benefits are included for the PIs, one other Center for Health Security faculty researcher, and three Center for Health Security staff members. Salaries are adjusted by 4% at the beginning of each JHU fiscal year, which starts in July, and all fringe benefits are calculated using JHU's NICRA rate of 36% for full-time employees.

Principal Investigator:

Dr. Veenema will oversee the development, implementation, and progression of the project. She will oversee the execution of the historical and policy analyses, assist with leading key informant interviews, attend all community listening sessions, and oversee the modified Delphi study. She will also attend meetings with the Kitsap County Board members and contribute towards the final report and recommendations.

Other Personnel:

Dr. Ravi will assist with the historical and policy analyses, lead key informant interviews, attend community listening sessions, and assist with the modified Delphi study. She will participate in all data analyses and report writing.

Diane Meyer, RN, MPH will assist with historical and policy analyses, lead key informant interviews, attend community listening sessions, and assist with the modified Delphi study. She will participate in all data analyses and report writing. Ms. Meyer will also lead recruitment efforts for the interviews and listening sessions and be the main point of contact for this study.

TBN Analyst will assist with data collection and analysis, including the historical/policy analyses, interviews, and modified Delphi study. The analyst's responsibilities will include identifying data sources, creating an annotated bibliography, taking notes during interviews, and assisting with qualitative data coding.

Julia Cizek will assist with the graphic design of any project-related reports.

Andrea Lapp will assist with identifying a venue for the listening sessions and arranging for snacks and other accommodations.

Alyson Browett will assist with editing any project-related reports.

II. Other Direct Costs

Other direct costs included in the budget are:

- \$18,744 are budgeted to support travel expenses for the PIs to travel to Bremerton, WA in order to conduct business for the project.
- \$3,000 are budgeted to support publication expenses for open access publishing of project results.

- \$1,000 are budgeted to support participant incentives for the key informant interviews.
- \$2,600 are budgeted to support expenses related to hosting focus groups in Kitsap County, WA in order to conduct in-person key informant interviews.

III. Indirect Costs

\$44,227 are included for F&A based on JHU's NICRA for on-campus other sponsored activities.

IV. Total Costs

In total, the proposed cost for this project would be \$194,150.