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KITSAP PUBLIC
HEALTH DISTRICT

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

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

- I. **Period of Performance:** The period of performance of this Agreement shall begin January 1, 2020 and shall be completed no later than December 31, 2020, unless terminated sooner or extended as provided for herein.
- II. **Services:** OCH requires Contractor to provide expert research and analytical support to OCH’s efforts. Scope of Work is hereto attached and hereinafter incorporated as **ATTACHMENT A**.
- III. **Qualifications/Eligibility:** Contractor will have the qualifications necessary to successfully complete the objectives of this Agreement. Contractor hereby affirms that he/she is eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA).
- IV. **Assignment, Delegation and Subcontracting:** Contractor will perform under the Agreement using only its bona fide employees or agents, and the obligations and duties of Contractor under the Agreement will not be assigned, delegated or subcontracted to any other person or firm.
- V. **Compensation:** OCH agrees to pay Contractor a total compensation not to exceed \$120,000.00 during the Agreement. Compensation will be based on invoices submitted by Contractor itemizing hours worked with a detailed description of services performed. Contractor will be paid only for work expressly authorized in the Agreement. Contractor will be reimbursed for travel and lodging at the federally established rate. Contractor’s indirect rate is limited to 25%. Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Agreement or after its termination, unless a provision of the Agreement expressly provides otherwise.
- VI. **Notices:** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Agreement representative’s provision of the Agreement. Notice may also be given by facsimile or email with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day. Notices shall be sent to:

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

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

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

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

- VIII. **Independent Contractor:** Contractor and its employees or agents performing under this Agreement are not employees or agents of OCH.

- IX. **Rights in Data:** All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Agreement will be “works for hire” as defined by the U.S. Copyright Act of 1976 and will be owned by OCH. Ownership includes the right to copyright, patent, license to publish, translate, reproduce, modify, deliver, register, dispose of, and the ability to transfer these rights.

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

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

- XI. **Insurance:** Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

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

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

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

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

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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


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

- XIV. **Compliance with State and Federal Confidentiality Laws:** The Parties shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of the Health Information Portability and Accountability Act, commonly known as HIPAA, or RCW 70.02, and any regulations enacted pursuant to its provisions and shall sign a Business Associate Agreement which is attached hereto and incorporated hereinafter by as **ATTACHMENT B.**
- XV. **Certification Regarding Suspension and Debarment:** Contractor, by completing and returning to OCH the “Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form,” and completing, signing and returning to OCH the “Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion for Lower Tier Covered Transactions” form, (to be supplied to lower tier participants; see **ATTACHMENT C**, certifies that it is not debarred, suspended, or proposed for debarment by any federal agency.
- XVI. **Records Inspection and Retention:** OCH may, at reasonable times, inspect the books and records of Contractor relating to the performance of the Agreement. The Parties will retain for audit purposes all Contract-related records for at least six years after termination of the Agreement.
- 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.
- XIX. **Termination:**
- A. **For Convenience:** Either party may terminate the Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other. Contractor shall be paid for work performed and expenses incurred to the date of termination.
 - B. **For Funding:** If funding for the Agreement or matter is withdrawn, reduced or limited in any way after the Agreement is signed or becomes effective, the Parties may summarily terminate the Agreement notwithstanding any other termination provision in the Agreement. Termination under this provision will be effective upon the date specified in the written notice of termination. No costs incurred after the effective date of the termination will be paid.
 - C. **For Cause:** If the either party fails to perform in the manner called for in the Agreement, or if either party fails to comply with any other provision of the Agreement and fails to correct such noncompliance with thirty (30) days written notice thereof, the aggrieved party may terminate the Agreement for cause. Termination shall be effected by serving a notice of termination on the party setting forth the manner in which the party is in default. Contractor shall be paid for services performed in accordance with the manner of performance set forth in this Agreement.
 - D. **For Default:** Either party may terminate the Agreement upon giving written notice to the other party in the event the other party is in breach of a material provision of this agreement and shall have failed to cure such breach within thirty (30) days.

- 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, Agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the Parties hereto. The Parties shall equally share the costs, if any, for the services of the Dispute Panel.
- XXI. **Choice of Law:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.
- 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. **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.
- XXV. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding its subject matter. Any oral or written representations not expressly incorporated in this Agreement are specifically excluded.

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

OLYMPIC COMMUNITY OF HEALTH

By: 
Celeste Schoenthaler, Director

Date: 12/13/19

KITSAP PUBLIC HEALTH DISTRICT

By: 
Keith Grellner, Administrator

Date: 12/4/2019

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

ATTACHMENT A

Scope of Work

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

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