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KITSAP PUBLIC
HEALTH DISTRICT

PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
And
THE PEOPLE'S HARM REDUCTION ALLIANCE

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 People's Harm Reduction Alliance, a *501(c)3 non-profit organization*, hereinafter referred to as "Contractor." The parties mutually agree as follows:

- I. **Period of Performance:** The period of performance of this Agreement shall be from January 1, 2020, and be completed no later than December 31, 2020, unless terminated sooner. By mutual agreement of both parties, this agreement may be extended through amendment on an annual basis for up to a maximum of two additional years.
- II. **Services:** The District requires the expertise of this Contractor to provide county-wide mobile syringe exchange services as a component of the District's Kitsap Syringe Exchange Services Network. Following the Centers for Disease Control and Prevention (CDC) guidance and science-based behavioral health interventions, the Contractor shall provide integrated prevention education, referral, and counseling services to clients, and will participate, engage, and cooperate with the District's developing syringe exchange services network. The Contractor shall also provide mobile syringe exchange services clients with overdose prevention, education, and training in the administration of naloxone in accordance with the Substance Abuse and Mental Health Services Administration (SAMHSA) guidance.

The Contractor shall focus their services on the injecting drug user populations in Kitsap County who do not use the syringe exchange services at the District and other fixed-site syringe exchange service providers throughout the county. See *Attachment A* for inclusive Scope of Work.

- III. **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.
- IV. **Compensation:** The District agrees to pay Contractor total compensation not to exceed \$75,000.00 during the Agreement. The District shall reimburse Contractor only for actual incurred costs upon presentation of a properly executed invoice, with justification (see below), on a form approved by the District. Compensation shall be made no frequently than monthly. Costs will be charged and reimbursed in accordance with the attached budget estimate (See *Attachment B*).

Costs shall be tracked within the Personnel and Non-Personnel categories, and reimbursement shall not exceed the category subtotal without the written approval of the District.

Cost justification and documentation shall include the following:

- A. Personnel Costs: The hourly rate for each employee along with copies of approved timecards indicating the days and hours worked.
- B. Non-Personnel Costs: Actual receipts for all charged costs.
- C. Automobile Fuel/Maintenance Costs: Reimbursed at current Internal Revenue Service (IRS) Business Rate, or 57.5 cents per mile, which covers the costs of operating an automobile for business purposes (fuel and wear and tear attributed to business use of vehicle). Daily mileage for the purposes of cost reimbursement shall be tracked on a form approved by the District.

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

If to the District:

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

If to the CONTRACTOR:

Shantel Davis
Director of Development
1415 NE 43rd Street
Seattle, WA 98105
(206) 775-9739

VI. **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) 337-5215

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

VIII. **Rights in Data:** Data that is delivered under this Agreement is the District's property and shall be transferred fully to the District with all rights to the license to publish, translate, reproduce, modify, deliver, dispose of, and to authorize others to do so.

IX. **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 of the District. Solely for the purposes of this provision, the 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:** The 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 the 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 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 the Contractor's profession. The Contractor shall provide the District with proof of liability insurance or professional errors and omissions coverage appropriate to the Contractor's 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. Acceptability of Insurers

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

D. 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 the Contractor before commencement of the work.

- XI. **Safeguarding of Information:** The use or disclosure by Contractor of any information or documents obtained by the 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:** Contractor 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 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.
- XIV. **Records Inspection and Retention:** District 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.
- XV. **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.
- XVI. **Amendment:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.
- XVII. **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.

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

KITSAP PUBLIC HEALTH DISTRICT

THE PEOPLE'S HARM REDUCTION ALLIANCE

By:


Keith Grellner
Administrator

By:


Ship Samg

Date:

2/7/2020

Date:

12/30/19

Funding Source

Program: Syringe Exchange Program
Non-Federal Contract/Grant HIV Prevention – State
Consolidated Contract; SHW Tipping Fee; Local
Dollars _____

ATTACHMENT A SCOPE OF WORK

The scope of work for the mobile syringe exchange services contract includes:

1. **Provide a one-to-one exchange of syringes and provide other injection supplies to prevent the spread of disease:** Provide participants with a new sterile syringe for each syringe turned in by the participant in accordance with District procedures.
2. **Provide prevention education, referral, and counseling services:** During all syringe exchange encounters, provide prevention education, referral, and counseling services to inform and encourage illicit injection drug users to seek assistance and treatment to quit injecting illicit drugs.
3. **Provide mobile syringe exchange services within identified time constraints and in a manner that complements existing fixed-site syringe exchange services:** Provide mobile syringe exchange services at least several per week. Days and times will be negotiated after award but shall include some evening and weekend hours.
4. **Countywide service area:** Provide syringe exchange services across Kitsap County only, with an emphasis in rural areas and for county/city residents who may not have the means to access existing fixed-site syringe exchange services in Bremerton, Poulsbo, and Port Orchard.
5. **Referral to healthcare and/or public health services/programs:** Provide referrals for HIV counseling and testing, hepatitis C screening, tuberculosis testing, STI testing and treatment, immunizations, and other primary care needs. Collaborate with the District to identify appropriate referral sources and maintain a referral system.
6. **Referral to behavioral health, mental health, and substance use/abuse treatment:** Provide referrals to appropriate community organizations for substance use/abuse treatment, behavioral and mental health services. Collaborate with the District to identify appropriate referral sources and maintain a referral system.
7. **Referrals to other services:** Provide referrals to other social service organizations as appropriate (e.g., housing, jobs, etc.) and for health insurance enrollment.
8. **Data collection and entry into Smartsheet:** Following guidance from the District and state Department of Health, collect participant enrollment and service usage data during each syringe exchange encounter. Enter syringe exchange data into the Smartsheet system at a minimum frequency of once per month and no later than 30 days after each encounter.

Attachment A – Scope of Work (cont.)

9. **Harm reduction education:** Provide all mobile syringe exchange participants with hepatitis and HIV prevention education including safer sex and safer injection practices. Information should also be available on the prevention, testing, and treatment of sexually transmitted infections, tuberculosis, overdose prevention and response including the use of naloxone and notification to 911, and health problems/consequences related to illicit injection drug use.
10. **Deposit of used syringes and sharps containers at District for proper disposal:** Ensure all used syringes are deposited into a proper sharps container and ensure that all sharps containers are deposited at the District for proper disposal at a time and frequency determined in consultation with the District.
11. **Participate in the District’s syringe exchange services network development meetings:** Attend and participate in regularly scheduled network meetings. Time spent in network collaboration meetings will be in addition to the 24 hours/week for mobile syringe exchange services.
12. **Attend and participate in scheduled meetings with the District:** Attend and participate in scheduled check-in meetings with the District to coordinate and review syringe exchange services work.
13. **Assemble and submit monthly billing statements:** Assemble and provide the District with detailed monthly invoices of actual costs that have been identified in the scope of work and budget, along with all supporting information (receipts, cost documentation for expenses, timecards for hours worked, etc.).

**ATTACHMENT B
BUDGET**

Budget Item	Eligible Cost
Personnel	
Executive Director	\$ 1,765
Director of Development	\$ 0
Director of Operations, Kitsap Fill-in Support	\$12,672
Kitsap County Outreach	\$39,000
Accountant	\$ 500
Employee Healthcare and Taxes	\$ 5,933
Personnel Subtotal	\$ 59,870
Non-Personnel	
Phone/Internet	\$ 1,600
Supply Storage	\$ 6,000
Educational Literature	\$ 500
Tools / Safety Equipment	\$ 500
Vehicle Mileage / Maintenance	\$ 6,530
Non-Personnel Subtotal	\$ 15,130
Total Budget	\$ 75,000