

PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
And
JEFFERSON COUNTY PUBLIC HEALTH

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 Jefferson County Public Health, hereinafter referred to as “Subcontractor.” The Parties mutually agree as follows:

1. **Period of Performance:** October 1, 2018 and be completed no later than June 30, 2019, unless terminated sooner or extended as provided for herein.
2. **Purpose:** The purpose of this Agreement is to establish a referral system for syringe exchange clients to Jefferson Healthcare for primary care.
3. **Qualifications/Eligibility:** Subcontractor will have the qualifications necessary to successfully complete the objectives of this Agreement. Subcontractor hereby affirms that he/she is eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA).
4. **Statement of Work and Budget:** Subcontractor shall furnish the necessary personnel, equipment material, and / or services and otherwise do all things necessary for or incidental to the performance of the work set forth in **ATTACHMENT A**, attached hereto and incorporated herein.
 1. Subcontractor 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.
 2. Subcontractor will perform the work according to standard industry practice.
 3. Subcontractor will confer with the District from time to time during the progress of the work. Subcontractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the District.
5. **Compensation:** The District agrees to pay Subcontractor \$15,000 during the Agreement. Compensation will be based on invoices submitted by Subcontractor itemizing a detailed description of services performed per the agreed upon scope of work and budget (**ATTACHMENT A**). Subcontractor will be paid only for work expressly authorized in the Agreement.

Payment will be made after funds from DOH have been approved and received.

6. **Notices:** Notices pursuant to this Agreement shall be sent to the designated District Program Coordinator who is responsible for project coordination:

If to the District:
Kitsap Public Health District
Attn: Katie Eilers
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2224
Katie.eilers@kitsappublichealth.org

If to the Subcontractor:
Jefferson County Public Health
Attn: Vicki Kirkpatrick
615 Sheridan St, Port Townsend, WA
Port Townsend, WA 98368
(360) 385-9408
VKirkpatrick@co.jefferson.wa.us

7. **Billings:** Billings to the District shall be submitted no more frequently than every 30 days and shall be quarterly at a minimum. Billings shall be sent to:
- Kitsap Public Health District
Accounts Payable
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2215
8. **Independent Capacity:** Subcontractor and its employees or agents who are engaged in the performance of this Agreement shall continue to be employees or agents of Subcontractor and shall not be considered to be employees or agents of the District for any purpose.
9. **Assignment, Delegation, and Subcontracting:** Subcontractor will perform under the Agreement using only its bona fide employees or agents, and the obligations and duties of Subcontractor 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.
10. **Rights in Data:** Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright act of 1976 and shall be owned by the District. Data shall include, but not limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The District maintains all rights to the license to publish, translate, reproduce, modify, deliver, dispose of the data, and to authorize others to do so.
11. **Indemnification:** Subcontractor 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 Subcontractor 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, Subcontractor 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.
12. **Insurance:** Subcontractor 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 Subcontractor, its agents, representatives, or employees.

No Limitation. Subcontractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Subcontractor 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

Subcontractor 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. The District shall be named as an insured under the Subcontractor's Commercial General Liability insurance policy with respect to the work performed for the District.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability insurance appropriate to the Subcontractor's profession. The Subcontractor shall provide the District with proof of liability insurance or professional errors and omissions coverage as appropriate.

B. Minimum Amounts of Insurance

Subcontractor 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. Subcontractor'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 the Subcontractor's insurance and shall not contribute with it.
2. Subcontractor'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 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:VII.

E. Verification of Coverage

Subcontractor 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 Subcontractor before commencement of the work.

13. Safeguarding of Information and Privacy: The use or disclosure by any party of any information concerning a client obtained in providing service under 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. Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Subcontractor agrees not to release, divulge,

publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

Subcontractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to personal information. Any unauthorized access or use of confidential information must be reported to the District Privacy Officer at (360) 728-2262. The notification must be made in the most expedient time possible (usually within 24 hours of discovery) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

Subcontractor shall certify the return or destruction of all personal information upon expiration of the Agreement.

14. **Compliance with State and Federal Confidentiality Laws:** Subcontractor 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. Subcontractor agrees not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons PHI or PII without the express written consent of the District. 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.
15. **Statutory and Regulatory Compliance:** Subcontractor shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.
16. **Records Maintenance:** The Parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to the inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving that party a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

17. **Non-Discrimination:** Subcontractor 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. **Waiver:** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing, signed by an authorized representative of the party and attached to the original Agreement.
19. **Assignment:** The work to be provided under this Agreement and any claim arising thereunder, is not assignable or delegable by either party in whole or in part without the express prior written consent of the District, which consent shall not be unreasonably withheld.
20. **Changes in Work:** In the event of any errors or omissions by Subcontractor in the performance of any work required under the Agreement, Subcontractor will make all necessary corrections without additional compensation. All work submitted by Subcontractor will be certified by Subcontractor and checked by Subcontractor for errors and omissions. Subcontractor will continue to be responsible for the accuracy of work even after the work is accepted by the District.
21. **Amendment:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.
22. **Termination:** This Agreement may be terminated by either party upon giving at least thirty (30) days advance written notice to the other party. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

In the event of termination, Subcontractor 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.
23. **Governance:** This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.
24. **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.
25. **Severability:** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. **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.
27. **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.
28. **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.
29. **Personnel Removal:** Subcontractor 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.

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: 2/5/2019

Jefferson County Board of County Commissioners

By: 

Name: Kate Dean

Title: Chair

Date: 5/28/19

Approved as to form:  Date: 5/16/19
Philip C. Hunsucker, Chief Civil Deputy Prosecuting Attorney
Jefferson County Prosecuting Attorney's Office

**ATTACHMENT A
SCOPE OF WORK AND BUDGET**

Deliverables

Jefferson Public Health will focus on the following:

- 1) Establishing a referral system for syringe exchange clients to Jefferson Healthcare for primary care;
- 2) Work with Kitsap Public Health District (KPHD) to identify and reduce barriers for People Who use Drugs (PWUDs) in accessing medication assisted therapy, completing HIV and Hepatitis C screening, and accessing Hepatitis C treatment, and;
- 3) Reporting per KPHD's direction.

Budget:

Task Name	Task Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information/Amount*	
Improving Drug User Health: Reducing barriers to treatment for chemical dependency and Hepatitis C - Jefferson Public Health	<i>Establish working relationships with local health care providers, identify and reduce barriers for PWUD in accessing MAT, HIV/HCV screening and HCV treatment</i>	<i>Conduct outreach to local health care providers</i>	10/1/18 - 6/30/19	Salaries	\$8,336.60
				Benefits	\$2,968.70
				Supplies	\$0.00
				Travel	\$0.00
				Equipment:	\$0.00
				Other	\$30.00
				Indirects	\$3,664.70
				TOTAL:	\$15,000.00