

**CONTRACT AGREEMENT
For Professional Services
Between
Jefferson County
And
Kitsap Public Health District**

THIS AGREEMENT for Professional Services is entered into between Jefferson County Public Health (JCPH), herein referred to as the "COUNTY" and Kitsap Public Health District (KPHD), herein referred to as the "CONTRACTOR".

Section 1. PURPOSE:

This Agreement is made and entered into in order to share Nurse Family Partnership (NFP) staff, training and supervision through the Department of Child Youth and Families (DCYF) Grant.

Section 2. TERMS:

This Agreement shall commence on July 1, 2021, and continue through June 30, 2022 unless terminated as provided herein. The agreement may be extended beyond June 30, 2022, upon mutual written consent of COUNTY and CONTRACTOR.

Section 3. SCOPE OF AGREEMENT:

Kitsap Public Health District (KPHD) will function as a Subcontractor to Jefferson County Public Health (JCPH) and provide Nurse Family Partnership services in Kitsap County as outlined herein in Exhibit A.

Section 4. Contract Representatives:

COUNTY and CONTRACTOR will each have a contract representative who will have responsibility to administer the Contract for that party. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

COUNTY Contract Representative

Apple Martine, Director
Jefferson County Public Health
615 Sheridan St.
Port Townsend, WA 98368
(360) 385-9400

CONTRACTOR Contract Representative

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

Section 5. COMPENSATION:

CONTRACTOR will be reimbursed for all work performed under the terms of this Agreement. The total amount payable under this Agreement by COUNTY to CONTRACTOR, for this Agreement period shall not exceed \$191,868.00. A maximum of \$191,868.00 for the completion of the Scope of Work detailed in Exhibit A without express written amendment signed by both parties to this Agreement.

Performance payments shall not exceed \$9,743.00, and may be awarded for meeting milestones set by the DCYF. CONTRACTOR may receive performance payments upon completion of milestones and authorization from DCYF. Payments will be released biannually based on milestones met.

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- A. COUNTY agrees to pay CONTRACTOR \$191,868.00 for services for the NFP staff and training during the Agreement. Compensation will be based on invoices submitted by CONTRACTOR itemizing a detailed description of services performed per the agreed upon scope of work and budget. CONTRACTOR shall submit invoices to JCPH, 615 Sheridan St., Port Townsend, WA 98368; Attn: Finance Department, for payment of work actually completed to date.
- B. Invoices must be submitted within 10 business days of the previous month for that month's expenses. COUNTY will review such invoices, and upon approval thereof, payment will be made to CONTRACTOR in the amount approved. Failure to submit timely invoices may result in a denial of reimbursement.
- C. Performance Payment Awards are based on completed milestones and will be issued upon authorization from DCYF. Once authorized, the COUNTY will pay CONTRACTOR the authorized amount.
- D. CONTRACTOR shall maintain backup documentation for all invoiced expenses and provide copies to COUNTY upon written request. Any indirect charges require the submittal of an indirect cost methodology and rate using 2 CFR, Part 225.
- E. COUNTY will make final payment of any balance due to CONTRACTOR promptly upon determining that i) CONTRACTOR has completed its obligations under this Agreement and ii) COUNTY can and does accept the work performed by CONTRACTOR.
- F. CONTRACTOR records and accounts pertaining to this Agreement are to be retained and available for inspection by representatives of COUNTY and state for a period of six (6) years after final payments. Copies shall be made available upon request.

Section 6. INDEMNIFICATION:

Contractor shall indemnify and hold harmless the County, its past or present employees, officers, agents, elected or appointed officials or volunteers (and their marital communities), from and against all claims, losses or liability, or any portion thereof, including reasonable attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Contractor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Contractor. Contractor shall be liable only to the extent of Contractor's proportional negligence. The Contractor specifically assumes potential liability for actions brought against the County by Contractor's employees, including all other persons engaged in the performance of any work or service required of the Contractor under this Agreement and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, Title 51 R.C.W. The Contractor recognizes that this waiver was specifically entered into pursuant to provisions of R.C.W. 4.24.115 and was subject of mutual negotiation.

Section 7. INSURANCE:

Prior to commencing work, the Contractor shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of the Agreement.

- a. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each

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occurrence with the County named as an additional insured in connection with the Contractor's performance of this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (3) Non-owned automobiles.

- b. Commercial General Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
 - i. Broad Form Property Damage, with no employee exclusion;
 - ii. Personal Injury Liability, including extended bodily injury;
 - iii. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;
 - iv. Premises – Operations Liability (M&C);
 - v. Independent Contractors and subcontractors;
 - vi. Blanket Contractual Liability.
- c. Professional Liability Insurance. The Contractor shall maintain professional liability insurance against legal liability arising out of activity related to the performance of this Agreement, on a form acceptable to Jefferson County Risk Management in the amounts of not less than \$1,000,000 Each Claim and \$2,000,000 Aggregate. The professional liability insurance policy should be on an "occurrence" form. If the professional liability policy is "claims made," then an extended reporting periods coverage (tail coverage) shall be purchased for three (3) years after the end of this Agreement, at the Contractor's sole expense. The Contractor agrees the Contractor's insurance obligation to provide professional liability insurance shall survive the completion or termination of this Agreement for a minimum period of three (3) years.
- d. The County shall be named as an "additional named insured" under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer.
- e. Such insurance coverage shall be evidenced by one of the following methods: (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
- f. The Contractor shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of coverage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Public Health 615 Sheridan Street, Port Townsend, WA 98368, and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement,

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then it shall be the obligation of the Contractor to obtain the full text of that endorsement and forward that full text to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

- g. Failure of the Contractor to take out or maintain any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.
- h. The Contractor's insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies, with the exception of Professional Liability Insurance, so affected shall protect both parties and be primary coverage for all losses covered by the above described insurance.
- i. Insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy.
- j. All deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Contractor.
- k. Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- l. Insurance companies issuing the Contractor's insurance policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of insurance policy.
- m. Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Contractor until the Contractor shall furnish additional security covering such judgment as may be determined by the County.
- n. Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Contractor must provide in order to comply with this Agreement.
- o. The County may, upon the Contractor's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.
- p. The Contractor's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.
- q. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.

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- r. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- s. The Contractor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all the requirements stated herein.
- t. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- u. The Contractor shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the Jefferson County Public Health Contracts Manager by registered mail, return receipt requested.
- v. The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- w. The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

Section 8. CONFIDENTIALITY:

CONTRACTOR, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by COUNTY or acquired in performance of the Agreement as required by HIPAA and other privacy laws. This Agreement, once executed by the parties, is and remains a Public Record subject to the provision of Ch. 42.56 RCW, the Public Records Act.

Section 9. INDEPENDENCE:

CONTRACTOR and COUNTY agree that CONTRACTOR is an independent CONTRACTOR with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. CONTRACTOR shall not be entitled to any benefits afforded to COUNTY employees by virtue of the services provided under this Agreement. COUNTY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to employee.

Section 10. REPORTING:

CONTRACTOR will provide a monthly service, enrollment summary, and performance data report to COUNTY. CONTRACTOR will ensure screenings and assessments are entered into the NFP system. Timely, accurate data entry into the NFP system will provide data necessary for Performance Milestones evaluations by DOH and DCYF pursuant to the JCPH Data Sharing Agreement with DOH attached hereto. CONTRACTOR will submit reports and enter data for performance payments monthly. Reports must be submitted by the 2nd Monday of the month for the previous month's work. The monthly report shall be submitted to Jefferson County Public Health in care of Apple Martine, Director, 615 Sheridan, Port Townsend, WA 98368. COUNTY will review such reports, and upon

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approval thereof, payment will be made to CONTRACTOR in the amount approved. Failure to submit timely reports may result in a denial of reimbursement.

CONTRACTOR will be notified by COUNTY if additional reports are needed for the purpose of providing requested information to DCYF.

Section 11. ASSIGNMENTS AND SUBCONTRACTING:

CONTRACTOR shall not sublet or assign any of the services covered by this Agreement without the express written consent of COUNTY.

Section 12. TERMINATION:

COUNTY reserves the right to terminate this Agreement, in whole or in part with a 30 day notice, in the event that expected or actual funding from any funding source is withdrawn, reduced or limited in any way after the effective date of this Agreement. In the event of termination under this clause, COUNTY shall be liable only for payment for services rendered prior to the effective date of termination.

This Agreement may also be terminated as provided below:

1. With a 30 day notice by the Board of County Commissioners for any reason, or
2. With a 30 day notice by the Board of County Commissioners for non-performance of the specific job duties in **Exhibit A**.
3. With a 30 day notice by the Contractor by voluntary resignation.

Section 13. MODIFICATION:

This Agreement may be modified at any time by written agreement signed by authorized representatives of both parties.

Section 14. INTEGRATED AGREEMENT:

This Agreement together with attachments or addenda represents the entire and integrated agreement between COUNTY and CONTRACTOR and supersedes all prior negotiations, representations, or agreements written or oral between the parties. This Agreement may be amended only by written instrument signed by both COUNTY and CONTRACTOR.

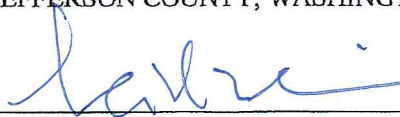
(SIGNATURES FOLLOW ON THE NEXT PAGE)


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Approved this 18th day of January, ~~2021~~. 2022.

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON

KITSAP PUBLIC HEALTH DISTRICT


 1/18/22
Heidi Eisenhour, Chair Date

 1/10/2022
Keith Grellner, ~~RS~~ MS / plc
Administrator Date

ATTEST:

 1/18/22
Carolyn Gallaway
Clerk of the Board

APPROVED AS TO FORM:

 November 12, 2021
Philip C. Hunsucker, Chief Civil Deputy
Attorney

Funding Source	Federal Compliance (if applicable)	BARS Code
<input type="checkbox"/> Federal Sub-recipient <input checked="" type="checkbox"/> State <input type="checkbox"/> Other (private)	<input type="checkbox"/> ARRA (Recovery Act) <input type="checkbox"/> FFTA (Transparency Act) <input type="checkbox"/> Direct <input type="checkbox"/> Other CFDA Number -	

Scope of Work- Exhibit A

COUNTY will provide CONTRACTOR with a copy of the contract from DCYF. This Exhibit is to be used in conjunction with the contract between JCPH and DCYF.

1. Contractor will ensure adherence to NFP program model standards and adhere to home visiting model throughout the contract period.
2. Contractor will maintain approved, qualified staffing, and ensure home visitor staff adhere to training requirements established by NFP program and Home Visiting Service Account (HVSA). Personnel documentation including required training and background checks will also be maintained.
3. Contractor agrees to maintain an active caseload in accordance with NFP model requirements.
4. Contractor agrees to provide the number of home visits to families based on NFP program model requirements. If there are no model requirements, County will provide definition developed from Thrive Washington.
5. Perform individual assessments, screenings, and referrals and ensure compliance with the NFP model requirements and IIVSA aligned measures.
6. Participate in local and regional early learning coalitions and other initiatives to support and build connections with local early childhood partners, early intervention, Early Supports for Infants and Toddlers, child welfare, economic support services, and the Community Wellness and Prevention Initiative.
7. Collect data for all families, adults and children enrolled in home visiting services, following model requirements. Data will be entered in NFP data system accurately and timely. Data will be secured and available only to those with a business need for the data. Contractor will comply with HIPAA laws and regulations.
8. Agree to provide data and to obtain consent pursuant to the Jefferson County Public Health data sharing agreement with DOH to share identifiable demographic information, enrollment, service utilization, program performance and staffing data, a copy of which is attached hereto.
9. Efforts to obtain parental consent from enrolled families for voluntary services and data sharing.
10. Participate with HVSA, DCYF and DCYF-specified evaluations.