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JAN 28 2019

KITSAP PUBLIC
HEALTH DISTRICT

PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
And
PENINSULA COMMUNITY HEALTH SERVICES

This Professional Services Subcontract (“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 Chapter 9.52 Kitsap County Code, hereinafter referred to as “District,” and Peninsula Community Health Services, hereinafter referred to as “Subcontractor.” The Parties mutually agree as follows:

1. **Purpose:** The District requires Subcontractor to provide a designated Community Health Worker and behavioral health services to streamline integrated care for Kitsap Connect clients who are patients or potential patients of Subcontractor.
2. **Period of Performance:** This Agreement shall begin January 1, 2019 and be completed no later than December 31, 2019, unless terminated sooner or extended as provided for herein.
3. **Services:** The District requires Subcontractor to provide coordination of integrated care within the Subcontractor’s patient management systems for Kitsap Connect clients who are patients of Subcontractor (or potential patients) and to participate on the crisis response and care coordination team as content expert in co-occurring disorder behavioral health. As part of a multi-disciplinary team, Subcontractor staff shall provide services to up to 50 highly vulnerable residents of Bremerton and Central Kitsap who are experiencing (or are at risk of) mental health and chemical dependency issues.

Subcontractor agrees to provide its own labor and materials. Subcontractor staff may be housed with the Kitsap Connect team at Salvation Army. Unless otherwise provided for in this Agreement, no material or labor shall be furnished by the District. Subcontractor’s duties to be performed under this Agreement are specified in **ATTACHMENT A: Scope of Work**, hereto attached and incorporated hereinafter. Subcontractor shall perform the work specified in the Agreement according to standard industry practice.

4. **Qualifications/Eligibility:** Subcontractor shall have the qualifications necessary to successfully complete the objectives of this Agreement.
5. **Compensation:** The District agrees to pay Subcontractor based on monthly invoices itemizing hours worked and services performed; total compensation to Subcontractor shall not exceed \$69,324 during the Agreement as specified in the budget, hereto attached and incorporated as **ATTACHMENT B**. Subcontractor agrees to provide \$46,789 match toward the cost of this program and to provide supervision of their employee.
6. **Notices:** Notices pursuant to this Agreement shall be sent to:

If to the DISTRICT:
Kitsap Public Health District
ATTN: KATIE EILERS
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2224

If to the SUBCONTRACTOR:
Peninsula Community Health Services
Attn: Jennifer Kreidler-Moss
P.O. Box 960
Bremerton, WA 98337
Ph: (360) 475-6707

7. **Billings:** Billings to the District shall occur monthly and will be paid within 30 days of receipt. Billings shall be sent to:
- Kitsap Public Health District
Accounts Payable
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2215
8. **Independent Contractor:** Subcontractor and its employees or agents performing under this Agreement are not employees or agents of the District.
9. **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.
10. **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 the 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 shall survive the expiration or termination of this Agreement.
11. **Insurance:** Subcontractor shall procure and maintain for the duration of this 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 Subcontractor, its agents, representatives, or employees. The District shall be named as an additional insured under the Subcontractor's Commercial General Liability insurance policy with respect to the work performed for the District under this Agreement.

No Limitation. Subcontractor's maintenance of insurance as required by this 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 Subcontractors 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. Subcontractor shall provide the District with proof of liability insurance or professional errors and omissions coverage appropriate to the Subcontractor's profession.

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 the Subcontractor before commencement of the work.

12. **Safeguarding of Information:** 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.

13. **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.
14. **Compliance with State and Federal Confidentiality Laws:** Subcontractor shall maintain confidentiality of all information provided or acquired in performance of this Agreement as required by Health Insurance Portability and Accountability Act (HIPAA), other regulations pursuant to its provisions, and any pertinent privacy laws, except upon the prior express written consent of the District, or as required by law enforcement or order entered by a court of competent jurisdiction. Subcontractor shall promptly notify the District of any judicial proceeding seeking disclosure of such information. Subcontractor shall sign a Business Associate Agreement, hereto attached and hereinafter incorporated as **ATTACHMENT C**.
15. **Non-Discrimination:** Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, gender, sexual orientation, ancestry, national origin, marital status, age, membership in the military or status as a veteran or Vietnam era or disabled veteran, or the presence of any sensory, mental or physical disability.
16. **Records Inspection and Retention:** The Parties 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 shall 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.

This Agreement and all public records associated with this Agreement shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act").

17. **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 jurisdiction in Kitsap County, Washington.

18. **Amendment:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.
19. **Dispute Resolution:** In the event that a dispute arises under the Agreement that the parties are unable to resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: A Mediator shall be mutually appointed by the Parties and each party to this Agreement 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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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

By: 
Keith Grellner, Administrator

Date: 1/11/2019

PENINSULA COMMUNITY HEALTH SERVICES

By: 
Jennifer Kriedler-Moss, CEO

Date: 1/23/19

**ATTACHMENT A
SUBCONTRACTOR (PCHS) SCOPE OF WORK**

1. Conduct outreach and engagement activities via telephone, face to face meetings, home visits, and street outreach in order to identify key barriers to stability and resource needs.
2. Conduct behavioral health screenings with clients.
3. Provide expert advice regarding care plan and development which promotes chemical dependency recovery and effective treatment for mental illness.
4. Provide short-term counseling, support and referral to other services as appropriate.
5. Assess referrals from law enforcement, EMS, primary care, behavioral health, social service, emergency department and inpatient discharge.
6. Meet high-risk patients when possible during hospital discharge to help ensure optimal success in linkages to needed services.
7. Ongoing collaboration with project team and external partners.
8. Track client data in selected electronic record system.
9. Assist the team in tracking and collecting and compiling client statistics and in the completion of program reports.
10. Render effective and efficient clinical services using best practice standards.
11. Follow Agency Code of Ethics regarding safeguarding the confidentiality of client information.
12. All necessary clinical and administrative record keeping.

**ATTACHMENT B
BUDGET**

Kitsap Connect Budget – PCHS Subcontract			
		2019 Budget	2019 PCHS Match
Salaries & Benefits (Community Health Worker, Mental Health Professional, Chemical Dependency Professional)		\$53,791	
Admin (Indirect limited to 10%)		\$6,223	
Supplies/ Expenses		\$2,220	
Total		\$62,234	\$38,789

ATTACHMENT C HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (“Agreement”) is entered into by and between the Kitsap Public Health District (“Covered Entity”) and Peninsula Community Health Services (“Business Associate”).

Section I: Purpose

Performance of the Underlying Agreement may require Business Associate to use or disclose protected health information that is subject to provisions of the Health Insurance Portability and Accountability Act of 1996, set forth in 45 C.F.R. Parts 160 and 164 (commonly known as the “HIPAA Rules”). The purpose of this Agreement is to set forth the obligations of the Parties with regard to the way in which protected health information is created, used, disclosed, maintained, provided or received on behalf of Covered Entity by the Business Associate.

Section II. Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Health Information, and Use.

Specific Definitions:

1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to this Agreement shall mean Peninsula Community Health Services.
2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” in 45 CFR 160.103, and in reference to the party in this Agreement shall mean the Kitsap Public Health District.
3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and 164.

Section III. Obligations and Activities of Business Associate

Business Associate agrees to:

1. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.
2. Use appropriate safeguards, and comply with Subpart C of 45 CFR, Part 164 with respect to protected electronic health information and to prevent use or disclosure of protected health information other than as provided for by this Agreement.
3. Report to Covered Entity any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 CFR 164.410, and any security incident of which it becomes aware.

Business Associate agrees to promptly notify covered entity following the discovery of a Breach of unsecured PHI. A Breach is considered “discovered” as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer or agent of Business Associate, other than the individual committing the Breach. Any notice of a Security Incident or Breach of Unsecured PHI shall include the identification of each Individual whose PHI has been or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Security Incident or Breach as well as any other relevant information regarding the Security Incident or Breach.

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
5. Business Associate agrees to mitigate, to the extent possible, any harmful resulting from use or disclosure of PHI by Business Associate or its agents or subcontractors, in violation of the requirements of this Agreement.
6. Maintain and make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524.

If an Individual makes a request for access to the protected health information directly to Business Associate, business associate shall notify covered entity within three (3) business days of such request and shall cooperate with the Covered Entity to send the response to the Individual.

7. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526.

If an Individual makes a request for amendment to the protected health information directly to Business Associate, Business Associate shall notify Covered Entity within three (3) business days of such request and shall cooperate with the Covered Entity to send the response to the Individual.

8. Maintain and make available the information required to provide to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.528.

If an Individual makes a request for accounting of disclosures directly to Business Associate, Business Associate shall notify Covered Entity within three (3) business days of such request and shall cooperate with the Covered Entity to send the response to the Individual.

9. To the extent the Business Associate is to carry out one or more of Covered Entity’s obligations(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
10. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Section IV. Permitted Uses and Disclosures by Business Associate

1. Business Associate may only use or disclose protected health information as necessary to perform the services as outlined in the underlying Agreement.
2. Business Associate is not authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).
3. Business Associate may use or disclose protected health information as required by law.
4. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and disclosures set forth below:

- a) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- b) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

Section V. Termination

1. **Term.** The Agreement shall terminate on December 31, 2019 or on the date Covered Entity terminates for cause, whichever is sooner.
2. **Termination for Cause.** Business Associate authorizes termination of the Agreement if Covered Entity determines Business Associate has violated a material term of the Agreement and has not cured the breach or ended the violation within the time specified by Covered Entity.
3. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, Business Associate shall return or destroy all protected health information received from Covered Entity or created or received by Business Associate on behalf of Covered entity. This provision shall apply to protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the protected health information.

In the event that Business Associate determines that returning or destroying the protected health information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of protected health information is infeasible, Business Associate shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected health information.

5. The obligations of Business Associate under this section shall survive the termination of this Agreement.

Section VI. Miscellaneous

1. A reference in this agreement to a section in the HIPAA Rules means the section as in effect or amended.
2. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules and any other applicable law.
3. Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Rules.