

PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
And
WASHINGTON STATE UNIVERSITY

This Agreement, hereinafter referred to as the “**Agreement**,” is entered into between 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 Washington State University, hereinafter referred to as “**Contractor**,” in consideration of the mutual benefits, terms, and conditions hereinafter specified.

Section 1. Purpose

The District requires the expertise of this Contractor to develop and implement cannabis intervention strategies to prevent and reduce cannabis use by youth in Clallam County.

Section 2. Period of Performance

The period of performance of this Agreement shall begin July 1, 2022, and be completed no later than June 30, 2023, unless terminated sooner or extended as provided for herein.

Section 3. Scope of Work

- A. The Contractor agrees to perform the services identified in **Attachment A**, Scope of Work and Budget for youth cannabis prevention activities.
- B. The Contractor supports the District’s program goals and objectives.
- C. The Contractor shall provide reporting detailed in **Section 10**.

Section 4. Compensation

The Contractor shall be paid by the District for completed work and for services rendered under this Agreement as follows:

- A. Payment for the services provided by the Contractor as outlined in **Attachment A** shall not exceed of \$40,000. In the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement, this contract may be renegotiated or terminated as provided herein.
- B. Compensation will be based on invoices submitted by Contractor itemizing a detailed description of services performed per the agreed upon Scopes of Work and Budgets set forth respectively in **ATTACHMENT A**. Mileage will be reimbursed for travel related to performing the SOW and the number of miles to be reimbursed will be calculated using the policy in effect at the offices of the Contractor. The per-mile reimbursement for mileage will be set at the current rate specified by the IRS.
- C. The Contractor shall submit a Quarterly Expenditure Report and Request for Reimbursement (Form A-19) invoice voucher, hereto attached and herein incorporated as **ATTACHMENT B**, to the District for payment. The District will review such invoices, and upon reasonable approval thereof, payment will be made to

the Contractor in the amount approved. Payment will not be unreasonably withheld and the Contractor will be given a reasonable opportunity to correct any work reasonably determined by the District to be defective.

- D. The District will make final payment of any balance due the Contractor promptly upon its ascertainment and verification after the completion of the work under this Agreement and its reasonable acceptance by the District. Payment will not be unreasonably withheld and the Contractor will be given a reasonable opportunity to correct any work reasonably determined by the District to be defective.
- E. Contractor records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the District and/or State of Washington for a period of six (6) years after final payment. Copies shall be made available upon request.
- F. Billings to the District shall be submitted no more frequently than every 30 days and shall be quarterly at a minimum. Billings for services on a monthly fraction of the budget will not be accepted or approved. Billings shall be sent to:

Kitsap Public Health District
Melissa Laird
345 6th Street, Suite 300
Bremerton, WA 98337
melissa.laird@kitsappublichealth.org

Section 5. Notice

Whenever a notice is required or permitted to be given under this Agreement, it shall be provided as follows:

If to the District:
Kitsap Public Health District
Attn: Yolanda Fong
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2275
Yolanda.Fong@kitsappublichealth.org

If to the Subrecipient:
Washington State University
Attn: Dan Nordquist
Lighty 280, PO Box 641060
Pullman, WA 99164-1060
509-335-9661
orso@wsu.edu

Section 6. Compliance with Laws

The Contractor shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.

Section 7. Responsibilities of The Parties

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the

other party for the consequences of any claim, act or omission of any person, agency, firm, or corporation not a party to this Agreement.

Section 8. Insurance

The Contractor certifies that it is part of a liability insurance pool or maintains appropriate liability insurance policies and agrees to pay for all losses for which Subrecipient is found liable. Upon request of the District, Subrecipient shall furnish proof of liability insurance including policy limits.

Section 9. Independence

The Contractor and the District agree that the 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. The Contractor shall not be entitled to any benefits accorded District employees by virtue of the services provided under this agreement. The District 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. Assignments and Subcontracting

The Contractor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the District.

Section 11. Reporting

The Contractor will provide a report to the District for payment for services rendered monthly. The report shall contain a brief summary of the work performed, relationship to the tasks identified in **Attachment A** and the total hours worked. The report shall be submitted to Jefferson County Public Health, 615 Sheridan Street, Port Townsend, WA 98368.

Section 12. Termination

A. Termination for Convenience

Either party may terminate this Agreement for convenience, including as a result of changes in available funding, by providing at least 30 days' advance written notice to the other party.

B. Termination for Default

In the event of a default by either party under this Agreement, the nondefaulting party may give written notice to the defaulting party that it intends to terminate this Agreement if the default is not cured within 30 days of the date of the notice or such longer period of time as may be reasonable under the circumstances. If the default is not cured within that time, the nondefaulting party may then notify the defaulting party in writing that this Agreement is terminated. In the event of such termination, the nondefaulting party shall have all rights and remedies available to it under general law.

C. General Termination Provision

Whenever this Agreement is terminated in accordance with this Section, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work.

Section 13. Modification

This Agreement may be modified at any time by written agreement of all parties.

Section 14. Integrated Agreement

This Agreement together with Attachments or addenda represents the entire and integrated agreement between the District and the 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 District and Contractor.

KITSAP PUBLIC HEALTH DISTRICT

WASHINGTON STATE UNIVERSITY

By: Keith Grellner
Keith Grellner
Administrator

By: _____
Name
Title

Date: June 10, 2022

Date: _____

| Funding Source |
|---|
| Program: CH Contract/Grant: DOH Con Con CLH31014 (KPHD 2203) |

ATTACHMENT A – SCOPE OF WORK AND BUDGET
Washington State University
July 1, 2022 – June 30, 2023

As a subrecipient of KPHD under the Washington Department of Health funded *Youth Cannabis & Commercial Tobacco Prevention Program (YCCTPP)*, Washington State University agrees to the following activities funded in full or part by the associated budget.

| Activity | |
|--|---|
| Planning & Coordination of Regional Network | <p>Coordinate and maintain the Olympic Prevention Partnership steering committee and network.</p> <ul style="list-style-type: none"> • Invite new community partners to join the Olympic Prevention Partnership Steering Committee. • Attend nine monthly steering committee meetings (Sept 2022 – June 2023) • Each subcontractor will be responsible for planning one of the above meetings. Refer to the workplan for schedule. |
| Implementation | <p><i>2022-2023 Strategies for Youth Cannabis & Commercial Tobacco Prevention:</i></p> <ul style="list-style-type: none"> • Social Norms: Media & Health Communications • Youth Empowerment & Engagement • Decision-maker Engagement • Policy, System, Environmental Changes <p>Specific Clallam County activities are described in the 2022-2023 YCCTPP workplan. Please refer to the workplan for guidance on which activities fall under each funding source. Workplans are subject to change. Any changes will be approved by both parties.</p> |
| Monitoring and Reporting | <p>Monitor progress for each activity as appropriate; submit monthly narrative and data reports as requested by KPHD on the 5th of every month.</p> |
| Midterm Evaluation | <p>By February 1, 2023, report progress to CTPP Regional Coordinator. If needed, adjust activities to ensure spend down. Conduct a mid-year workplan re-evaluation.</p> |
| Calls/Meetings | <p>Participate in monthly conference call with KPHD and attend webinars as scheduled; respond to correspondences related to CTPP from the Department of Health; respond to activity assessments/surveys administered by KPHD as appropriate per scope of work.</p> |
| Invoicing | <p>Submit monthly or quarterly invoices by the 20th of the month following the month in which costs were incurred, except for the Final Expenditure Report and Request for Reimbursement in each federal fiscal year (due July 1, 2023). Invoices must include supporting documentation such as timecards for staff time and copies of invoices paid for goods and services.</p> |

Budget July 1, 2022 – June 30, 2023

| <i>Cannabis</i> | <i>Cost</i> | <i>Description</i> |
|----------------------|-----------------|-------------------------|
| Staff Salary | \$20,771 | |
| Benefits | \$7,914 | |
| Indirect | \$8,254 | |
| Goods & Services | \$3,061 | Supplies and incentives |
| Mileage | | |
| Travel/Training | | |
| Total Clallam | \$40,000 | |

Funding Source

| Chart of Accounts Program Name or Title | CFDA# | BARS Code | 7/1/22 – 6/30/23 |
|--|--------------|------------------|-------------------------|
| SFY23 Dedicated Cannabis Account | N/A | 344.04.93 | \$40,000 |
| Total to Clallam | | | \$40,000 |

Subrecipient DUNS Number: 184826790
Subrecipient Indirect Rate: 26% of salary
Research and Development: No

FORM
A 19-1A
(Rev. 1/91)



STATE OF WASHINGTON
INVOICE VOUCHER

ATTACHMENT B

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| AGENCY NO. | LOCATION CODE | P.R. OR AUTH NO. |
|------------|---------------|------------------|
| | | |

AGENCY NAME

Kitsap Public Health District
Attn: Yolanda Fong
345 6th St, Suite 300
Bremerton, WA 98337-1866

INSTRUCTION TO VENDOR OR CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

VENDOR'S CERTIFICATE. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination on the grounds of race, creed, color, national origin, sex, or age.

VENDOR OR CLAIMANT (Warrant is to be payable to)

[REDACTED]

BY _____

(DATE) _____

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. [REDACTED] RECEIVED BY _____ DATE RECEIVED _____

| DATE | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT | FOR AGENCY USE |
|-------------------|--|----------|------|------------|--------|----------------|
| | Services provided in performance of contract | | | | | |
| | Billing period: [REDACTED] to [REDACTED] | | | | | |
| | Total Cannabis Prevention Expenses | | | | | |
| | | | | | \$ - | |
| | | | | | \$ - | |
| | | | | | \$ - | |
| TOTAL DUE: | | | | | \$ - | |

PREPARED BY _____ TELEPHONE NUMBER _____ DATE _____ AGENCY APPROVAL _____ DATE _____

DOC. DATE _____ PMT DUE DATE _____ CURRENT DOC. NO. _____ REF. DOC. NO. _____ VENDOR NUMBER _____ VENDOR MESSAGE | USE TAX _____ UBI NUMBER _____

| REF DOC SUF | TRAN CODE | M O D | FUND | MASTER INDEX | | SUB OBJ | SUB SUB | ORG INDEX | WKCLAS ALLOC | COUNT UNIT | CITY PRJT | SUB PROJ | PROJ PHAS | AMOUNT | INVOICE NUMBER |
|-------------|-----------|-------|------|--------------|---------------|---------|---------|-----------|--------------|------------|-----------|----------|-----------|--------|----------------|
| | | | | APPN INDEX | PROGRAM INDEX | | | | | | | | | | |
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ACCOUNTING APPROVAL FOR PAYMENT _____ DATE _____ WARRANT TOTAL _____ WARRANT NO. _____

ATTACHMENT C HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (“Agreement”) is entered into by and between the Kitsap Public Health District (“Covered Entity”) and Washington State University (“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 Clallam County Health & Human 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 this 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 used 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. This Agreement shall terminate on June 30, 2023 or on the date Covered Entity terminates for cause, whichever is sooner.
2. Termination for Cause. Business Associate authorizes termination of this Agreement if Covered Entity determines Business Associate has violated a material term of this 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.
4. 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.