

INTERLOCAL AGREEMENT
BETWEEN
KITSAP COUNTY AND
KITSAP PUBLIC HEALTH DISTRICT
FOR CONTRACT TRACING SERVICES

This Agreement is made and entered into by and between Kitsap County (County) and Kitsap Public Health District (District), collectively referred to as the “Parties,” pursuant to chapter 39.33 and 39.34 RCW.

1. Purpose. To allow District to augment its public health case investigation and contact tracing (contact tracing) with designated County employees in response to the COVID-19 public health emergency.

2. District Responsibilities. District will:

- a. Ensure that all County employees assigned to contact tracing (team members) receive adequate training and proper scripting to perform the duties of contact tracing. This will include adequate training regarding standardized case and contact investigation protocols, HIPAA, and the importance of confidentiality.
- b. Provide team members with as much notice as possible when there is work to be done; however, it must be understood by all Parties, including County’s management team who authorized County employees to participate, that situations may arise abruptly and little or no notice may be available as case investigations must be completed within 24 hours of receipt of positive COVID-19 lab report, and contact tracings must be completed within 48 hours of receipt of positive lab test report on a case. Case investigation and contact tracing duties may include daily monitoring of positive cases, households, close contacts, and linkage to case management. No other duties shall be assigned to County employees unless agreed to in writing by both District and County.
- c. Pay any associated cost for contract tracing materials, tools, equipment, supplies, etc. provided by District and not charge such costs to County.
- d. Ensure team members possess adequate workspace, telephone, internet service and hardware (including a working telephone and computer) to perform the duties of contact tracing.
- e. Provide rest and meal breaks for team members as required by County Personnel Manual and/or collective bargaining agreement applicable to the particular team member.
- f. Promptly advise County of any safety or security concerns or misconduct of the assigned team member.
- g. Be responsible for all records generated in the course of contact tracing. This includes any necessary contact tracing participation forms or paperwork provided by team members to District. Should a State portal be developed to accept contact tracing data directly, the State will be responsible for the records in the State’s database. Contact tracing team members shall not store any case investigation or contact tracing records on their personal devices or devices belonging to County.
- h. Assume all responsibility and liability for its compliance with federal, state, or local laws and regulations applicable in connection with the performance of this Agreement.

- i. Cooperate with County on responding to and/or complying with any state or federal audit related to the purpose of this Agreement.
- j. Attempt to resolve any conflicts under this Agreement in a cooperative and constructive manner with County.

3. County Responsibilities. County will:

- a. Pay all salary, benefits, and withhold standard payroll taxes and deductions, for County team members. County employees will remain employees of County, and there will not be an employer-employee relationship between County team member and District.
- b. Ensure that team members assigned to District are registered as emergency workers with the State in accordance with chapter 38.52 RCW and chapter 118-04 WAC.
- c. Maintain detailed payroll records, through the County’s automated payroll system, with the ability to provide detailed reports documenting employee time spent performing District duties.
- d. Assume all responsibility and liability for its compliance with federal, state, or local laws and regulations applicable in connection with the performance of this Agreement.
- e. Cooperate with District on responding to and/or complying with any state or federal audit related to the purpose of this Agreement.
- f. Attempt to resolve any conflicts under this Agreement in a cooperative and constructive manner with District.

3. Term of Agreement. The term of this Agreement shall be from the date of subscription by all Parties through December 31, 2020.

4. Manner of Financing. This Agreement will be financed as allowed under the funding source known as the “CARES Act” (PL 136-136, March 27, 2020), chapter 38.52 RCW, chapter 118-04 WAC, and FEMA-4481-DR-WA, Kitsap County FEMA grant number, D20-188, KC contract #275-20, or other federal/state funding as those may come available. No other financing is anticipated or provided for in this Agreement; however, should additional funding become available and the need for contact tracing continues, participation by County employees will continue unless authorization by County is revoked (see Section 8, Termination).

5. Administration. No new or separate legal or administrative entity is created to administer the provisions of this agreement. This Agreement shall be administered jointly by District and County. The following individuals are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party.

For District:
Keith Grellner, Administrator
345 6th St., Suite300 | Bremerton, WA 98337
(360) 728-2284 Direct | (360)728-2235 Main
keith.grellner@kitsappublichealth.org

For County:
Karen Goon, County Administrator
614 Division St., MS-4 | Port Orchard, WA 98366
(360) 337-4403 Direct | (360) 337-7146 Main
kgoon@co.kitsap.wa.us

6. Treatment of Assets and Property. No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.

7. Indemnification. To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party. In the event of any concurrent act or omission of the Parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each Party's comparative liability.

The Parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

The indemnification obligations of the Parties shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act. Each Party hereby expressly waives any immunity afforded by such acts to the extent required by a Party's obligations to indemnify, defend and hold harmless the other Party or Parties. A Party's waiver of immunity does not extend to claims made by its employees directly against the Party as employer. The foregoing indemnification obligations of the Parties are a material inducement to enter into this Agreement and have been mutually negotiated.

8. Termination. Either Party hereto may terminate this Agreement upon thirty (30) days' notice in writing, either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the other Party's last known address for the purposes of giving notice under this paragraph. 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.

9. Changes, Modifications, Amendments, and Waivers. This Agreement may be changed, modified, amended, or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. No Third Party Beneficiary. No provision of the Agreement is intended to, nor will it be construed to, create any third party beneficiary or provide any rights or benefits to any person or entity other than the Parties.

11. Severability. If any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

12 Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include but are not limited to: Sections 2 (District Responsibilities), Section 3 (County Responsibilities), and Section 7 (Indemnification).


12. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by this reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the Parties hereto.

13. Filing. Executed copies of this Agreement shall be filed as required by RCW 39.34.040 or listed by subject on the Party's website.

14. Disputes. Venue for any litigation arising from this Agreement shall be in Kitsap County Superior Court. However, the Parties shall first make every attempt possible to resolve any disputes in a cooperative and constructive manner.

Dated this 6th day of August, 2020.

KITSAP PUBLIC HEALTH DISTRICT



Keith Grellner, Administrator
Kitsap Public Health District

Dated this 27th July day of August, 2020.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON



CHARLOTTE GARRIDO, Chair



ROBERT GELDER, Commissioner



EDWARD E. WOLFE, Commissioner

ATTEST:



Dana Daniels, Clerk of the Board

