

Contract for Service Agreement

This Service Agreement ("**Agreement**") is entered into on November 16, 2021, by and between North Kitsap School District ("**Customer**") and Kitsap Public Health District ("**Service Provider**"), also individually referred to as "**Party**" and collectively "**Parties.**"

1. **Services.** The Service Provider shall perform the services listed in this Section 1. The Service Provider agrees to perform the services identified on Exhibit "A" (Scope of Work) attached hereto including the provision of all labor.

1. Assist in COVID-19 case investigation and contact tracing. This includes working with the person who has been diagnosed with an infectious disease to identify and provide support to people (contacts) who may have been potentially exposed through close contact with the person who has tested positive.
2. Assist in the "Test to Stay" protocol for on-site student testing.
3. Assist in unvaccinated staff testing.
4. Other COVID-19 Responder team duties.

2. Service Provider General Terms and Conditions

1. The Service Provider agrees that it will comply with all state and federal guidelines.
 2. The Service Provider certifies that as a prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 3. The Service Provider will prohibit any employee from working at a public school who has been convicted of or pled guilty to any felony crime under RCW 28A.400.322. Failure to comply will be grounds for immediate contract termination.
2. **Compensation.** The Customer agrees to reimburse the Service Provider up to a maximum of \$70,000 for labor and \$2,000 for other expenses during the contract period, based on actual costs incurred.
 3. **Expenses.** The Customer agrees to reimburse the Service Provider for all expenses incurred as a result of performing the Services. Cell phone service and mileage are approved and will be billed based on actual cost. Mileage will be reimbursed at the federal rate. The Service Provider agrees to submit all unapproved expenses to the Customer for approval prior to incurring the expense. All expenses must be approved in writing. The Customer will not be liable to reimburse the Service Provider for any expense(s) that was not pre-approved.

4. **Payment.** The Service Provider shall submit an invoice to the Customer monthly. Invoices shall be paid within 30 days from the date of the invoice. Payments may be made by electronic transfer or warrant.
5. **Term.** The term of this Agreement shall commence on the Effective Date, as stated above, and continue until July 31, 2022, unless otherwise terminated per the terms of this Agreement.
6. **Termination.**
 1. Either Party may terminate the Agreement at any time upon 30 days prior written notice to the other Party. In the event the Customer terminates the Agreement, the Customer shall still remain obligated to pay the Service Provider for any Services performed up to the date of termination and any expenses approved, but not paid, prior to the date of termination. In the event the Service Provider terminates the Agreement, the Service Provider shall reimburse the Customer any amounts previously paid to the Service Provider for which the Service Provider has not yet performed the Services.
 2. This Agreement will automatically terminate when both Parties have performed all of their obligations under the Agreement and all payments have been received.

2. Relationship of the Parties.

1. **No Exclusivity.** The Parties understand this Agreement is not an exclusive arrangement. The Parties agree they are free to enter into other similar agreements with other parties. The Service Provider agrees the Service Provider will not enter into any agreements that conflict with the Service Provider's obligations under this Agreement.
2. **Independent Contractor.** The Service Provider is an independent contractor. Neither Party is an agent, representative, partner, or employee of the other Party.

2. Dispute Resolution.

1. **Choice of Law.** The Parties agree that this Agreement shall be governed by the State and/or County in which the duties of this Agreement are expected to take place.
2. **Negotiation.** In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.
3. **Mediation or Binding Arbitration.** In the event that a dispute cannot be resolved through good faith negotiation, the Parties agree to submit to binding mediation or arbitration.
4. **Attorney's Fees.** In the event of Arbitration and/or Mediation, the prevailing Party will be entitled to its legal fees, including, but not limited to, its attorneys' fees.

2. General.

1. **Assignment.** The Parties may not assign their rights and/or obligations under this Agreement.
 2. **Complete Contract.** This Agreement constitutes the Parties' entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.
 3. **Severability.** If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of this Agreement will still be enforceable.
 4. **Waiver.** Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.
2. **Notices.** All notices under this Agreement must be sent by email with read receipt requested or by certified or registered mail with return receipt requested. Notices shall be sent as follows:

Customer

NKSD #400
18360 Caldart Ave NE
Poulsbo, WA 98370
Attn: Executive Director, Human Resources
rdavenport@nkschools.org


Service Provider

Kitsap Public Health District
Attn: Yolanda Fong
345 6th Street, Suite 300
Bremerton, WA 9837
yolanda.fong@kitsappublichealth.org

This Agreement constitutes the entire agreement between the Parties regarding its subject matter. Any representations not expressly incorporated in this Agreement are 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: 2/3/2022

NORTH KITSAP SCHOOL DISTRICT #400

By: 
Title: Executive Director

Date: 1/18/2022

EXHIBIT A

Scope of work

The COVID-19 Case & Contact Investigator, in the classification of Disease Investigation Specialist (DIS), will perform communicable disease investigation and surveillance activities in response to COVID-19. The COVID-19 Investigator will work under direct supervision of a North Kitsap School District employee and a member of the Kitsap Public Health District (KPHD) COVID-19 Management Team.

COVID-19 response is conducted 5 days a week, Monday-Friday, with an 8-hour per day schedule. Current hours of operations in response to COVID-19 are 8:00 a.m. to 4:30 p.m. Weekends and evening may be necessary. Occasional remote work or telecommute options may be considered after adequate training has been completed.

ESSENTIAL FUNCTIONS:

- Reports to school district staff as assigned
- Interviews staff or students with confirmed COVID-19 and provides appropriate isolation/quarantine guidance
- Collaborates with school staff to determine close contacts during infectious period and notify families as appropriate
- Engages with impacted schools to assess COVID-19 exposures, transmission and provide prevention and intervention guidance.
- Participates in the daily KPHD School Response Team meetings to receive and share information about current cases that may impact other team members and timely address difficulties.
- Is familiar with and follows recommendations established by WAC and other local, state, and national standards for disease mitigation, prevention, and control.
- Notifies close contacts of their potential exposure to COVID-19 while adhering to confidentiality laws and protocols, including HIPAA.
- Provide assistance and guidance during an outbreak response.
- May assist in the distribution of educational materials and handouts.
- Travel to different schools testing locations to assist in the set-up of equipment and materials at designated location and to proctor tests as part of the "Test to Stay" protocol
- Proctor tests by providing instructions to students about proper sample collection, observing students and staff obtaining specimen through self-collection, and interpreting test results
- Documenting test results into school database and through SimpleReport
- Accurately completes data reporting in house and in State data systems in a timely manner.