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**Memorandum of Agreement Between
Harrison Medical Center
and
Kitsap Public Health District
for
New Parent Support Program**

This Memorandum of Agreement ("Agreement") formalizes the agreement between Harrison Medical Center (HMC), a Washington nonprofit corporation, and the Kitsap Public Health District (KPHD), a municipal entity, regarding the implementation and operation of a **New Parent Support Program (NPSP)** for Kitsap families.

The **NPSP** is a part of HMC's breast feeding initiative and offers support to breastfeeding mothers after hospital discharge. The goal of the program is to provide support and client education needed to increase the duration of breast feeding. The program is an extension of postpartum care occurring after the newborn and mother are discharged from HMC. The program will feature weekly drop-in new parent support sessions. The purpose of this Agreement is to define the business relationship between HMC and KPHD relating to the implementation and operation of the **NPSP** in Kitsap County.

HMC and KPHD agree to jointly provide funding and oversight for the **NPSP** during the term of this agreement. HMC and KPHD have the responsibility for developing and operating the program collaboratively.

Terms of Agreement

1. **The Role of HMC:** HMC agrees to the following:

- Providing **NPSP** oversight in collaboration with KPHD.
- Jointly developing the model for the new parent support drop-in sessions with KPHD.
- Providing notification of deliveries to KPHD.
- Participating in team meetings at least every two months to monitor program development and participation.
- Marketing the **NPSP**.
- Participating in ongoing evaluation and program improvement of the **NPSP** with KPHD.
- Funding as delineated in Appendix A for implementation and operation of the **NPSP** in Kitsap County beginning March 2013.
- Remitting funds for operating expenses of the **NPSP** to the KPHD within thirty (30) days of monthly invoice receipt.

2. **The Role of KPHD:** KPHD agrees to:

- Providing **NPSP** oversight in collaboration with HMC.
- Jointly developing the model for the new parent support drop-in sessions with HMC.
- Providing an experienced, expert public health nurse with expertise in breast feeding support to staff the new parent support drop-in sessions and to make newborn home visits to those drop-in session participants requiring additional support to continue breastfeeding.
- Providing supervision for the **NPSP** public health nurse/lactation consultant.

- Providing quarterly program reports to HMC and an evaluation report at the end of the contract period.
- Submitting monthly billings as required in Section 3 of this agreement.
- Providing liability insurance coverage for the services provided by KPHD's staff under this Agreement with limits of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate per year.
- Maintaining new parent support drop-in session service records.

Provided, however, that KPHD's obligations set forth above are contingent upon the receipt of adequate funding by HMC as set forth in Section 3 of this Agreement and in Appendix A.

3. HMC will submit payments to KPHD based on actual costs not to exceed a total annual amount of \$15,362.60. KPHD shall submit invoices to HMC by the tenth (10th) of the month for the previous month's program costs with back-up documentation. Such invoices shall be due and payable no later than thirty (30) days from HMC's receipt of an invoice. KPHD accepts the above described compensation as KPHD's sole compensation for all services provided pursuant to this Agreement. The parties agree that the compensation provided under this Agreement is reasonable and represents fair market value for services rendered and does not take into account the volume or value of any referrals or other business between the parties. Additionally, HMC will support the program by providing:
 - Healthy snacks and beverages for the drop-in session participants valued at \$ 2,150.00
 - Marketing materials and advertising valued at \$ 11,079.40
4. KPHD agrees that it has complete responsibility for the NPSP program; provided that such services are provided in a manner consistent with the currently approved methods and practices in the relevant professional medical specialty. All personnel providing services on behalf of KPHD shall exercise their own medical judgment free of any direction or control by HMC. KPHD staff are to remain employees of KPHD and HMC has no authority or control over KPHD staff. None of KPHD's agents, employees, or representatives shall have any claim against HMC for employee benefits of any kind. KPHD shall be solely responsible for compensating its agents, employees, and representatives for services provided on behalf of KPHD under this Agreement. KPHD shall defend, indemnify, and hold HMC harmless from and against any liability or cost (including attorneys' fees) arising from any claim by or on behalf of KPHD or any agents, employees, and representatives of KPHD alleging entitlement to employee benefits from HMC.
5. KPHD agrees that it will protect the confidentiality of any and all information received from clients who receive NPSP services in accordance with state and federal laws, including the Washington State Health Information Act, RCW Chapter 70.02 and the Health Insurance Portability and Accountability Act of 1996 and regulations thereunder as amended from time to time (collectively, "HIPAA"). KPHD shall ensure that it and its personnel use or disclose protected health information only as required (i) under this Agreement, (ii) by HMC pursuant to the HIPAA rules, or (iii) by law.
6. The term of this Agreement commences on the date last signed below and continues for one (1) year. Either party may terminate this Agreement for convenience upon providing at least thirty (30) days written notice to the other party. Either party may also terminate this Agreement at any time if the other party defaults in any of its material obligations hereunder, but only if such defaults shall

have not been cured within ten (10) days after the receipt of a written notice thereof from the other party.

7. This Agreement supercedes any and all agreements, written or oral, between KPHD and HMC. This Agreement may be amended only in writing signed by all the parties hereto.
8. The administrators of this Agreement are the Kitsap Public Health District, through its Director, and Harrison Medical Center, through its Chief Executive Officer. All notices and other communication required or desired to be given shall be given personally, or sent by fax, registered or certified mail, postage prepaid, return receipt requested to the persons at the addresses set forth below. Notices will be deemed received (a) on the date delivered, if delivered personally; (b) when sent by fax, if fax confirmation is provided; or (c) three (3) business days after posting, if sent by registered or certified mail:

Kitsap Public Health District
Director of Health
345 6th Street, Suite 300
Bremerton, WA 98337

Harrison Medical Center
2520 Cherry Ave.
Bremerton, WA 98310

9. Nothing herein shall create or be deemed to create any relationship of agency, joint venture, or partnership between KPHD and HMC. Neither party shall have the power to bind or obligate the other in any manner except as expressly provided in this Agreement. As independent contractors, HMC will not withhold or pay on behalf of KPHD, and KPHD shall be solely responsible for the withholding and timely payment of unemployment tax, workers' compensation tax, Social Security tax, federal and state income tax, business and occupation tax, and any other taxes applicable to services rendered by or amounts paid to KPHD under this Agreement. KPHD shall hold harmless and indemnify HMC from any liability for taxes, interest, or penalties resulting from KPHD's failure to withhold or pay such taxes, penalties, and interest in connection with the services rendered and fees paid to KPHD under this Agreement.
10. Neither party shall be liable to the other or be deemed to be in breach of the Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
11. Any waiver, expressed or implied, by either party of any rights, terms or conditions of the Agreement shall not operate to waive such rights, terms, or conditions or any other rights, terms, or conditions beyond the specific instance of waiver.
12. HMC and KPHD shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin, ancestry, gender, sexual orientation, marital status, or age. Both parties shall comply with the Americans with Disabilities Act and all regulations interpreting or enforcing such Act.
13. Each party agrees to hold harmless, indemnify, and defend the other party and its elected and appointed officials, officers, employees, and agents against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, arising out of the party's negligent acts or omissions, intentional acts or wrongful acts relating to performance under this Agreement. Solely

and expressly for the purpose of its duties to indemnify and defend under this Paragraph, the indemnitor waives its immunity under Title 51. (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated. This provision shall survive the termination or expiration of this Agreement.

14. Upon termination or non-renewal of this Agreement, all property purchased by KPHD in furtherance of this Agreement shall remain the property of KPHD, and all property purchased by the HMC shall remain the property of HMC.
15. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid, provided that the remaining provisions can be given effect without the invalid provision and conform to applicable law and the fundamental purposes of this Agreement. If any provision of the Agreement conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
16. In performing this Agreement, each party will comply in all respects with all applicable federal, state and local laws and regulations, including the Social Security Act, the False Claims Act, the Anti-Kickback Act, the Health Insurance Portability and Accountability Act, and the regulations of the Department of Health and Human Services, as those laws and regulations now exist or as subsequently renumbered or revised.
17. It is the intent of the parties that the services provided by KPHD to patients under this Agreement meet the definition of Preventive Care under 42 U.S.C. 5 1320a-7a(i)(6)(D). The parties agree not to condition the provision of services to patients on the right to provide other services to patients. If follow-up care is required for a patient, KPHD shall inform each patient, or his or her guardian, of the freedom to choose other providers for such follow-up care.
18. Each party represents and warrants to the other party that such organization and all personnel providing services under this Agreement, as applicable, (i) have not been placed on the sanctions list issued by the Office of the Inspector General of the Department of Health and Human Services pursuant to the provisions of 42 U.S.C. § 1320a(7), (ii) have not otherwise been excluded from doing business with, or otherwise determined ineligible to participate with, the federal government as provided by the list maintained by the General Services Administration ("GSA"), and (iii) have not been convicted of a felony or any crime relating to healthcare. If during the term of this Agreement, either party is placed on the sanctions list, excluded from government contracts, or convicted of a felony or any crime relating to healthcare, such party will immediately notify the other party in writing of the event and such notice shall contain reasonably sufficient information to allow the party receiving notice to determine the nature of the sanction, exclusion or conviction, and in such event, the party receiving notice will have the right to terminate this Agreement immediately by written notice to the other party without further obligation.
19. The provisions of this paragraph shall only be effective if this Agreement is subject to regulations promulgated by the Health Care Financing Administration implementing of § 952 of the Omnibus Reconciliation Act of 1980, codified at 42 U.S.C.1395x(v)(1)(1):

Each party agrees, until the expiration of four (4) years after the furnishing of items pursuant to this Agreement, to make available upon written request, to the Secretary of Health and Human Services (Secretary) or, upon request, to the Comptroller General, or any of their duly authorized representatives, this Agreement and all books, documents, and records that are necessary to verify the nature and extent of the costs of such items.

If KPHD carries out any of the duties hereunder through a subcontract with a related organization, having a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such items pursuant to such subcontract, the related organization shall make available, upon written request, to the Secretary, or, upon request, to the Comptroller General, or any of their duly authorized representatives, the subcontract and the books, documents, and records of such organization that are necessary to verify the nature and extent of the costs of such items.

20. KPHD will not use HMC's name or disclose the existence of this Agreement in any marketing or other materials without first obtaining the prior written consent of HMC, which may be withheld in HMC's sole discretion.
21. Any dispute, controversy, or claim arising out of this Agreement, including any questions regarding its existence, enforceability, interpretation or validity, shall be resolved, if possible, by good faith discussions between HMC and KPHD.

Mediation. If the parties are not able to resolve any dispute through good faith discussions, the parties agree to submit the dispute to mediation before a mutually acceptable mediator. Within ten (10) days after the conclusion of the good faith discussions described above, the parties agree to confer and appoint a mutually acceptable mediator, however if the parties are not able to agree upon the selection of a mediator within five (5) business days, they shall jointly petition to the Seattle office of Judicial Dispute Resolution, LLC ("JDR") to select a mediator, or if JDR no longer operates in Seattle, to the Presiding Judge of the Superior Court of the State of Washington for Kitsap County. Following selection, the mediator shall schedule a mediation conference with the parties, the duration of which shall be one day, or such longer period as the parties may agree. Unless otherwise agreed, the parties shall request that the mediation be conducted within 30 days after the appointment of the mediator. The place of mediation shall be Bremerton, Washington. The parties will share equally the expenses of the mediator; each Party will pay its own costs and attorneys' fees.

Arbitration. In the event the parties cannot resolve the dispute by conferring in good faith to resolve the dispute or by mediation, the parties expressly agree to submit the dispute, controversy or claim to binding arbitration with JDR, Seattle, Washington, or as otherwise agreed between the parties. The arbitration shall be conducted pursuant to the JDR Arbitration Rules. The place of arbitration shall be Bremerton, Washington, and the fees and expenses of the arbitration shall be borne equally by the parties.

The decision of the arbitrator shall be binding and may be confirmed and enforced in any court having proper jurisdiction. The parties consent to the jurisdiction of the Superior Court of the State of Washington, Kitsap County, and the United States District Court for the Western District of Washington, for all purposes in connection with this Agreement. All facts and other information

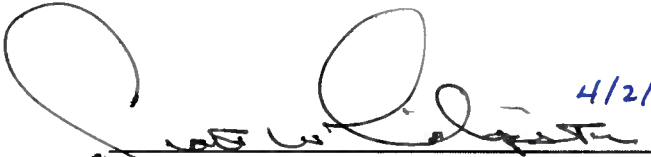
relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law. Notwithstanding the foregoing nothing herein shall prohibit or restrict either Party from seeking injunctive or other equitable relief in a court as provided for herein. Each Party will pay its own costs and attorney fees.

The provisions of this Section shall survive the expiration or termination of this Agreement.

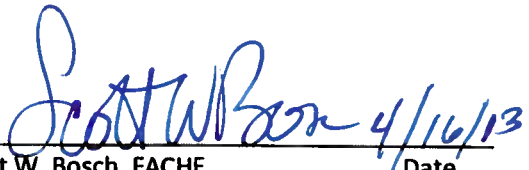
22. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, notwithstanding any conflict of law doctrine to the contrary. Venue for any and all actions, claims, or proceedings arising from or related to this Agreement shall lie exclusively in Kitsap County, Washington.

We, the undersigned agree to the terms of the foregoing Agreement.

DATED this 2 day of April, 2013



Scott W. Lindquist, MD, MPH
Director of Health
Kitsap Public Health District
Date 4/2/2013



Scott W. Bosch, FACHE
President & Chief Executive Officer
Harrison Medical Center
Date 4/16/13

Appendix A
New Parent Support Program
A Harrison Medical Center – Kitsap Public Health District Collaboration

Goal

To increase duration of breastfeeding for the women who attend one or more New Parent Support Program drop-in sessions.

Performance Measure

At least 50% of women who attend a drop-in session will be breastfeeding in 3 months.

Newborn Parent Support Program (NPSP) will provide:

- Easily accessible, weekly drop-in support sessions staffed by a public health nurse/lactation consultant to any Kitsap parents with an infant with a focus on supporting breastfeeding to extend breast feeding duration
- Public health nurse/lactation consultant home visits to those drop-in session participants needing additional support to continue breast feeding
- Baby weight checks and other newborn and postpartum education (including safety) as requested by participants
- Information on community resources

Implementation:

- HMC and KPHD staff will jointly develop the model for the new parent support drop-in sessions
- HMC will develop marketing materials and the Kitsap Community Health Priorities (KCHP) work group working on the priority of “ensuring all children and youth receive the support necessary to be healthy throughout life” will assist with marketing.
- Weekly new parent support sessions will begin no later than March 2013
- KPHD will continue to receive referrals on all HMC newborns so that home visits can be made to those moms needing additional support to continue breast feeding

Evaluation:

- KPHD epidemiology staff will develop additional performance measures with the NPSP team; analyze program data; and provide program reports.

APPENDIX A

	Column A	Column B	Column C
Budget Line Item and Justification	Kitsap Public Health District (KPHD) Contribution	Harrison Medical Center (HMC) Contribution	Total Cost (Column A+B)
Public Health Nurse/International Board Certified Lactation Consultant (172 hours @ \$79.25/hour for preparation , travel, and follow-up of 43 drop-in support sessions)	\$13,631.00		\$13,631.00
Public Health Nurse/International Board Certified Lactation Consultant (172 hours @ \$79.25/hour to staff 43 four hour drop-in support sessions)		\$13,631.00	\$13,631.00
Public Health Epidemiologist (104 hours @ \$83.69/hour for data analysis and evaluation report)	\$ 8, 704.00		\$ 8, 704.00
Public Health Nurse/International Board Certified Lactation Consultant (60 hours @ \$79.25/hour for conducting up to 30 home visits for drop-in session participants requiring individual breastfeeding support to continue breastfeeding	\$ 4,755.00		\$ 4,755.00
Mileage (30 home visits @ 15 mile trip @ \$0.56/mile)	\$ 252.00		\$ 252.00
Mileage (43 drop-in support sessions @ 20 mile trip @ \$0.56/mile)		\$ 481.60	\$ 481.60
Equipment & Supplies for Drop-in Sessions: Lactina Select Double Electric Breast Pump, Lactina Pump Kits, Medela Nipple shields 20mm/24mm, Medela Baby Weigh Scale, Boppy nursing pillows and covers, Portable DVD player, and Breastfeeding DVD	\$ 1,250.00	\$ 1,250.00	\$ 2,500.00
Healthy snacks and beverages for drop-in group participants for 43 sessions		Harrison Medical Center to provide – estimate at \$50/session for 43 sessions \$ 2,150.00	\$ 2,150.00
New Parent Support Drop-in Sessions marketing materials to include brochures, posters, etc. and advertisements		Harrison Medical Center to provide – estimate \$11,079.40	\$ 11,079.40
Total	\$ 28,592.00 KPHD	\$ 28,592.00 HMC	\$ 57,184.00