

CONTRACT AGREEMENT
For Professional Services
Between
Jefferson County
And
Kitsap Public Health District

THIS AGREEMENT for Professional Services is entered into between Jefferson County Public Health (JCPH), herein referred to as the "COUNTY" and Kitsap Public Health District (KPHD), herein referred to as the "CONTRACTOR".

Section 1. PURPOSE:

This Agreement is made and entered into in order to share Nurse Family Partnership (NFP) staff, training and supervision through the Department of Child Youth and Families (DCYF) Grant.

Section 2. TERMS:

This Agreement shall commence on July 1, 2019, and continue through June 30, 2020 unless terminated as provided herein. The agreement may be extended beyond June 30, 2020, upon mutual written consent of COUNTY and CONTRACTOR.

Section 3. SCOPE OF AGREEMENT:

Kitsap Public Health District (KPHD) will function as a Subcontractor to Jefferson County Public Health (JCPH) and provide Nurse Family Partnership services in Kitsap County as outlined herein in Exhibit A.

Section 4. Contract Representatives:

COUNTY and CONTRACTOR will each have a contract representative who will have responsibility to administer the Contract for that party. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

COUNTY Contract Representative

Vicki Kirkpatrick, Director
Jefferson County Public Health
615 Sheridan St.
Port Townsend, WA 98368
(360) 385-9400

CONTRACTOR Contract Representative

Yolanda Fong, Director of Community Health
Kitsap Public Health District
345 6TH Street, Suite 300
Bremerton, WA 98337
(360) 728-2275

Section 5. COMPENSATION:

CONTRACTOR will be reimbursed for all work performed under the terms of this Agreement. The total amount payable under this Agreement by COUNTY to CONTRACTOR, for this Agreement period shall not exceed \$194,718.64. A maximum of \$194,718.64 for the completion of the Scope of Work detailed in Exhibit A without express written amendment signed by both parties to this Agreement.

Performance payments shall not exceed \$9,593.43, and may be awarded for meeting milestones

set by the DCYF. CONTRACTOR may receive performance payments upon completion of milestones and authorization from DCYF. Payments will be released biannually based on milestones met.

- A. COUNTY agrees to pay CONTRACTOR \$194,718.64 for services for the NFP staff and training during the Agreement. Compensation will be based on invoices submitted by CONTRACTOR itemizing a detailed description of services performed per the agreed upon scope of work and budget. CONTRACTOR shall submit invoices to JCPH, 615 Sheridan St., Port Townsend, WA 98368; Attn: Finance Department, for payment of work actually completed to date.
- B. Invoices must be submitted by the 3rd Monday of the month for the previous month's expenses. COUNTY will review such invoices, and upon approval thereof, payment will be made to CONTRACTOR in the amount approved. Failure to submit timely invoices may result in a denial of reimbursement.
- C. Performance Payment Awards are based on completed milestones and will be issued upon authorization from DCYF. Once authorized, the COUNTY will pay CONTRACTOR the authorized amount.
- D. CONTRACTOR shall maintain backup documentation for all invoiced expenses and provide copies to COUNTY upon written request. Any indirect charges require the submittal of an indirect cost methodology and rate using 2 CFR, Part 225.
- E. COUNTY will make final payment of any balance due to CONTRACTOR promptly upon determining that i) CONTRACTOR has completed its obligations under this Agreement and ii) COUNTY can and does accept the work performed by CONTRACTOR.
- F. CONTRACTOR records and accounts pertaining to this Agreement are to be retained and available for inspection by representatives of COUNTY and state for a period of six (6) years after final payments. Copies shall be made available upon request.

Section 6. INDEMNIFICATION:

The parties shall indemnify, defend and hold harmless the officers, agents and employees of the other, from and against any and all claims, lawsuits, demands for money damages, losses or liability, or any portion thereof, including attorney's fees and costs, arising from any injury to person or persons (including the death or injury of the CONTRACTOR or damage to personal property) unless said death, injury, or damage was caused by the sole negligence or omissions of the other in the performance of services funded by this Agreement.

Section 7. INSURANCE:

CONTRACTOR shall obtain and keep in force during the terms of this Agreement, or as otherwise required:

- A. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence. CONTRACTOR shall provide proof of insurance listed or referenced to the COUNTY c/o Contracts Manager at Jefferson County Public Health, 615 Sheridan St. Port Townsend, WA 98368 prior to commencing employment.

- B. Professional Liability Insurance providing \$2,000,000 per incident; \$4,000,000 Aggregate or, if such insurance is not available, general commercial insurance having the same coverage limits shall be obtained or provided by CONTRACTOR. It shall name Jefferson County Public Health as an additional insured, or, if such insurance is not available, general commercial insurance having the same coverage limits shall be obtained or provided by COUNTY.
- C. All employees or subcontractors of the CONTRACTOR who are required to be professionally licensed or certified by the State in the performance of services under this Agreement shall maintain individual professional liability insurance in the amount of not less than one million dollars (\$1,000,000). In no case shall such professional liability to third parties be limited in any way.
- D. CONTRACTOR shall participate in the Worker's Compensation and Employer's Liability Insurance Program as may be required by the State of Washington.
- E. It is agreed by the parties that insurers shall have no right of recovery or subrogation against the COUNTY (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies listed above shall protect both parties and be primary coverage for any and all losses covered by the above- listed insurance policies. The parties further agree that any and all deductibles made part of the above-listed insurance policies shall be assumed by, paid for and at the risk of CONTRACTOR.
- F. Any insurance coverage for third party liability claims provided to COUNTY by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the CONTRACTOR must provide to comply with this Agreement.
- G. If the proof of insurance or certificate indicating COUNTY is an "additional insured" to a policy obtained by CONTRACTOR refers to an endorsement (by number or name), but does not provide the full text of that endorsement, then it shall be the obligation of CONTRACTOR to obtain the full text of that endorsement and forward that full text to COUNTY.
- H. COUNTY may, upon CONTRACTOR'S failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to CONTRACTOR.

Section 8. CONFIDENTIALITY:

CONTRACTOR, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by COUNTY or acquired in performance of the Agreement as required by HIPAA and other privacy laws. This Agreement, once executed by the parties, is and remains a Public Record subject to the provision of Ch. 42.56 RCW, the Public Records Act.

Section 9. INDEPENDENCE:

CONTRACTOR and COUNTY agree that 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. CONTRACTOR shall not be entitled to any benefits afforded to COUNTY employees by virtue of the services provided under this Agreement. COUNTY 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. REPORTING:

CONTRACTOR will provide a monthly service, enrollment summary, and performance data report to COUNTY. CONTRACTOR will ensure screenings and assessments are entered into the NFP system. Timely, accurate data entry into the NFP system will provide data necessary for Performance Milestones evaluations by DOH and DEL pursuant to the JCPH Data Sharing Agreement with DOH attached hereto. CONTRACTOR will submit reports and enter data for performance payments monthly. Reports must be submitted by the 3rd Monday of the month for the previous month's work. The monthly report shall be submitted to Jefferson County Public Health in care of Vicki Kirkpatrick, Director, 615 Sheridan, Port Townsend, WA 98368. COUNTY will review such reports, and upon approval thereof, payment will be made to CONTRACTOR in the amount approved. Failure to submit timely reports may result in a denial of reimbursement.

CONTRACTOR will be notified by COUNTY if additional reports are needed for the purpose of providing requested information to DCYF.

Section 11. ASSIGNMENTS AND SUBCONTRACTING:

CONTRACTOR shall not sublet or assign any of the services covered by this Agreement without the express written consent of COUNTY.

Section 12. TERMINATION:

COUNTY reserves the right to terminate this Agreement, in whole or in part with a 30 day notice, 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. In the event of termination under this clause, COUNTY shall be liable only for payment for services rendered prior to the effective date of termination.

This Agreement may also be terminated as provided below:

1. With a 30-day notice by the Board of County Commissioners for any reason, or
2. With a 30-day notice by the Board of County Commissioners for non-performance of the specific job duties in **Exhibit A**.
3. With a 30-day notice by the Contractor by voluntary resignation.

Section 13. MODIFICATION:

This Agreement may be modified at any time by written agreement signed by authorized representatives of both parties.

Section 14. INTEGRATED AGREEMENT:

This Agreement together with attachments or addenda represents the entire and integrated agreement between COUNTY and 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 COUNTY and CONTRACTOR.


Kitsap Public Health District – NFP, Department of Early Learning

Approved this 18th day of February, 2020.

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON


Chair 2/18/2020
Date


KITSAP PUBLIC HEALTH DISTRICT


Keith Grellner, RS 3/5/2020
Administrator Date

ATTEST:


Clerk of the Board, Deputy

APPROVED AS TO FORM:


Philip C. Hunsucker, Chief Civil Deputy
Attorney

Funding Source	Federal Compliance (if applicable)	BARS Code
<input type="checkbox"/> Federal Sub-recipient <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Other (private)	<input type="checkbox"/> ARRA (Recovery Act) <input type="checkbox"/> FFTA (Transparency Act) <input type="checkbox"/> Direct <input type="checkbox"/> Other CFDA Number -	

Scope of Work – Exhibit A

COUNTY will provide CONTRACTOR with a copy of the contract from DCYF. This Exhibit is to be used in conjunction with the contract between JCPH and DCYF.

1. Contractor will ensure adherence to NFP program model standards and adhere to home visiting model throughout the contract period.
2. Contractor will maintain approved, qualified staffing, and ensure home visitor staff adhere to training requirements established by NFP program and Home Visiting Service Account (HVSA). Personnel documentation including required training and background checks will also be maintained.
3. Contractor agrees to maintain an active caseload in accordance with NFP model requirements.
4. Contractor agrees to provide the number of home visits to families based on NFP program model requirements. If there are no model requirements, County will provide definition developed from Thrive Washington.
5. Perform individual assessments, screenings, and referrals and ensure compliance with the NFP model requirements and HVSA aligned measures.
6. Participate in local and regional early learning coalitions and other initiatives to support and build connections with local early childhood partners, early intervention, Early Supports for Infants and Toddlers, child welfare, economic support services, and the Community Wellness and Prevention Initiative.
7. Collect data for all families, adults and children enrolled in home visiting services, following model requirements. Data will be entered in NFP data system accurately and timely. Data will be secured and available only to those with a business need for the data. Contractor will comply with HIPAA laws and regulations.
8. Agree to provide data and to obtain consent pursuant to the Jefferson County Public Health data sharing agreement with DOH to share identifiable demographic information, enrollment, service utilization, program performance and staffing data, a copy of which is attached hereto.
9. Efforts to obtain parental consent from enrolled families for voluntary services and data sharing.
10. Participate with HVSA, DCYF and DCYF-specified evaluations.