

PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
AND
OLYMPIC COMMUNITY OF HEALTH

This Professional Services Agreement (“Agreement”) is made and entered into between Olympic Community of Health, hereinafter referred to as OCH, and the Kitsap Public Health District, a Health District organized pursuant to chapter 70.46 Revised Code of Washington and Chapter 9.52 Kitsap County Code, hereinafter referred to as “Contractor.” The parties mutually agree as follows:

- I. **Period of Performance:** The period of performance of this Agreement shall begin January 1, 2021 and shall be completed no later than December 31, 2021, unless terminated sooner or extended as provided for herein.
- II. **Services:** OCH requires Contractor to provide expert research and analytical support to OCH’s efforts. Scope of Work is hereto attached and hereinafter incorporated as **ATTACHMENT A**.
- III. **Qualifications/Eligibility:** Contractor will have the qualifications necessary to successfully complete the objectives of this Agreement. Contractor hereby affirms that they are eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA).
- IV. **Assignment, Delegation and Subcontracting:** Contractor will perform under the Agreement using only its bona fide employees or agents, and the obligations and duties of Contractor under the Agreement will not be assigned, delegated or subcontracted to any other person or firm.
- V. **Compensation:** OCH agrees to pay Contractor a total compensation not to exceed \$92,880.00 during the Agreement. Compensation will be based on invoices submitted by Contractor itemizing hours worked with a detailed description of services performed. Contractor will be paid only for work expressly authorized in the Agreement. Contractor will be reimbursed for travel and lodging at the federally established rate. Contractor’s indirect rate is limited to 25%. Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Agreement or after its termination unless a provision of the Agreement expressly provides otherwise.
- VI. **Notices:** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Agreement representative’s provision of the Agreement. Notice may also be given by email with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. Notices shall be sent to:

If to OCH:
Olympic Community of Health
ATTN: Celeste Schoenthaler
PO Box 641
Port Townsend, WA 98368
(360) 633-9241
celeste@olympicch.org

If to CONTRACTOR:
Kitsap Public Health District
ATTN: Keith Grellner
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2284
keith.grellner@kitsappublichealth.org

- VI. **Billings:** Billings to OCH shall be submitted no more frequently than every 30 days, and shall be sent via electronic mail to: admin@olympicch.org

Contractor agrees to comply with applicable rules and regulations associated with federal funds. Contractor must follow all Federal Cost Principles and Uniform Administrative Requirements associated with federal funds. Costs must be necessary and reasonable; allocable; authorized or not prohibited under federal, state, or local laws and regulations; and documented.

- VIII. **Independent Contractor:** Contractor and its employees or agents performing under this Agreement are not employees or agents of OCH.
- IX. **Rights in Data:** All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Agreement will be “works for hire” as defined by the U.S. Copyright Act of 1976 and will be owned by OCH. Ownership includes the right to copyright, patent, license to publish, translate, reproduce, modify, deliver, register, dispose of, and the ability to transfer these rights.

An electronic copy of all word processing documents will be submitted to OCH upon request or at the end of the job using the word processing program and version specified by OCH.

- X. **Indemnification:** The Parties to this Agreement shall defend, indemnify and hold the other party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions in performance of this Agreement, except for injuries and damages caused by sole negligence. Solely for the purposes of this provision, Contractor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This provision will survive the expiration or termination of this Agreement.
- XI. **Insurance:** Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

No Limitation. Contractor’s maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit OCH’s recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Contractors and personal injury and advertising injury.
3. **Workers’ Compensation** coverage as required by the Industrial Insurance laws of the state of Washington.

4. Professional Liability insurance appropriate to Contractor's profession. Contractor shall provide OCH with proof of liability insurance or professional errors and omissions coverage appropriate to its profession.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. Contractor's insurance coverage shall be primary insurance as respect OCH. Any insurance, self-insurance, or insurance pool coverage maintained by OCH shall be excess of Contractor's insurance and shall not contribute with it.
2. Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to OCH.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Contractor shall furnish OCH with original certificates and a copy of the amendatory endorsements upon request.

- XII. **Safeguarding of Information:** The use or disclosure by the Parties of any information or documents obtained by Contractor in the course of contract performance for any purpose not directly connected with Contractor's responsibilities under this Agreement is prohibited except as may be required by law.
- XIII. **Statutory and Regulatory Compliance:** The Parties shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.
- XIV. **Compliance with State and Federal Confidentiality Laws:** The Parties shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of the Health Information Portability and Accountability Act, commonly known as HIPAA,

or RCW 70.02, and any regulations enacted pursuant to its provisions and shall sign a Business Associate Agreement which is attached hereto and incorporated hereinafter by as **ATTACHMENT B.**

- XV. **Records Inspection and Retention:** OCH may, at reasonable times, inspect the books and records of Contractor relating to the performance of the Agreement. The Parties will retain for audit purposes all Contract-related records for at least six years after termination of the Agreement.
- XVI. **Non-Discrimination:** The Parties shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, sexual preference, or the presence of any sensory mental or physical handicap.
- XVII. **Amendment:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.
- XVIII. **Termination:**
- A. **For Convenience:** Either party may terminate the Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other. Contractor shall be paid for work performed and expenses incurred to the date of termination.
 - B. **For Funding:** If funding for the Agreement or matter is withdrawn, reduced or limited in any way after the Agreement is signed or becomes effective, the Parties may summarily terminate the Agreement notwithstanding any other termination provision in the Agreement. Termination under this provision will be effective upon the date specified in the written notice of termination. No costs incurred after the effective date of the termination will be paid.
 - C. **For Cause:** If the either party fails to perform in the manner called for in the Agreement, or if either party fails to comply with any other provision of the Agreement and fails to correct such noncompliance with thirty (30) days written notice thereof, the aggrieved party may terminate the Agreement for cause. Termination shall be effected by serving a notice of termination on the party setting forth the manner in which the party is in default. Contractor shall be paid for services performed in accordance with the manner of performance set forth in this Agreement.
 - D. **For Default:** Either party may terminate the Agreement upon giving written notice to the other party in the event the other party is in breach of a material provision of this agreement and shall have failed to cure such breach within thirty (30) days.
- XIX. **Dispute Resolution:** In the event that a dispute or conflict arises under the Agreement that the Parties are unable to resolve with good faith efforts, they shall allow the dispute to be decided by a Dispute Panel in the following manner: A Mediator shall be mutually appointed by both parties, and each party shall appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the Parties hereto. The Parties shall equally share the costs, if any, for the services of the Dispute Panel.
- XX. **Choice of Law:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement

shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.

- XXI. **No Waiver**: The Parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Agreement, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Agreement at a later time.
- XXII. **Severability**: If a court of competent jurisdiction holds any provision of the 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. 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.
- XXIII. **Survival**: Those provisions of the Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include, but are not necessarily limited to, the following: Indemnification, Termination, Disputes, Confidentiality, Choice of Law, No Waiver, Records Inspection and Retention, and Severability.
- XXIV. **Entire Agreement**: This Agreement constitutes the entire agreement between the parties regarding its subject matter. Any oral or written representations not expressly incorporated in this Agreement are specifically excluded.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

OLYMPIC COMMUNITY OF HEALTH

By: DocuSigned by:
Celeste Schoenthaler

#F4AF34D58C54AE...
Celeste Schoenthaler, Director

Date: 1/5/2021

KITSAP PUBLIC HEALTH DISTRICT

By: DocuSigned by:
Keith Grellner

612511BE698E424...
Keith Grellner, Administrator

Date: 1/5/2021

Funding Source	
Program:	Medical Assistance Program
Federal Contract/Grant:	CMMS
CFDA:	93.778

ATTACHMENT A

Scope of Work

Overall management and delivery of data and analytic projects, including timeliness, quality, and value.

- Provide evaluation to support the selection, design, and ongoing monitoring of projects.
- Manage multiple resources and projects concurrently to ensure successful completion of analytic projects.
- Advise OCH team and leadership on goals, measures, strategy, and tactics to support organization direction, projects, and quality improvement.
- Work collaboratively on and contribute to reports and planning documents required of OCH.
- Prepare community health metric analyses to inform project selection and progress monitoring.
- Serve as primary contact to partner organizations on all phases of analytic analyses from problem definition through presentation, appropriately reporting progress, and results throughout projects.
- Utilize quantitative and qualitative data to develop reports, visualizations and/or dashboards to display OCH and partner progress against project goals and milestones.
- Create compelling presentations which tell an analytic story; use data to provide actionable insights and recommendations in language that resonates with diverse partners, including non-technical audiences.
- Support development of presentations by OCH team members ensuring communication of accurate, compelling data.
- Develop and manage the OCH partner payment tool per the specifications of the board approved payment policy.
- Manage, store, and protect category 1 (public) and category 2 (sensitive) data.
- Provide accurate work estimates and oversee delivery.
- Oversee the collection and interpretation of quantitative and qualitative data and develop and utilize methods for consistency and data validation to ensure data accuracy.
- Ensure data and measures are in place to produce program performance reports for Board, funders, contractors, and other partners.
- Assist in synthesizing large amounts of data into meaningful conclusions and support any root cause analysis.
- Convene and prepare materials for the OCH Performance, Measurement and Evaluation Committee.
- Act as liaison to data and assessment teams within partner organizations (for example, hospitals, local health jurisdictions, community action agencies, area agencies on aging, physical and behavioral health providers, among others).
- Communicate and coordinate with partners, including staff, management, advocacy groups, consumer groups, committee members etc. to meet OCH program goals and objectives.
- Support staff, Board, committees, and workgroups to characterize community health issues using data, reports, community health needs assessments, focus groups, key informants, surveys, and community feedback.
- Work with state-level committees, workgroups, staff, and others from organizations such as Department of Health and Health Care Authority to leverage data and information that supports OCH programs.

APPENDIX B HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (“Agreement”) is entered into by and between the Olympic Community of Health (“Covered Entity”) and Kitsap Public Health District (“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 Kitsap Public Health District.
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 the 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. The Agreement shall terminate on December 31, 2021 or on the date Covered Entity terminates for cause, whichever is sooner.
2. Termination for Cause. Business Associate authorizes termination of the Agreement if Covered Entity determines Business Associate has violated a material term of the 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.