

PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
And
THE PEOPLE’S HARM REDUCTION ALLIANCE

This Professional Services Agreement (“Agreement”) is made and entered into between the Kitsap Public Health District, a Health District organized pursuant to chapter 70.46 Revised Code of Washington and Section 9.52 Kitsap County Code, hereinafter referred to as “District,” and The People’s Harm Reduction Alliance, a *501(c)3 non-profit organization*, hereinafter referred to as “Contractor.” The parties mutually agree as follows:

- I. **Period of Performance:** The period of performance of this Agreement shall be from January 1, 2023, and be completed no later than December 31, 2023, unless terminated sooner. By mutual agreement of both parties, this agreement may be extended through amendment on an annual basis for up to a maximum of two additional years.

- II. **Services:** The District requires the expertise of this Contractor to provide county-wide mobile syringe exchange services as a component of the District’s Kitsap Syringe Exchange Services Network. Following the Centers for Disease Control and Prevention (CDC) guidance and science-based behavioral health interventions, the Contractor shall provide integrated prevention education, referral, and counseling services to clients, and will participate, engage, and cooperate with the District’s developing syringe exchange services network. The Contractor shall also provide mobile syringe exchange services clients with overdose prevention, education, and training in the administration of naloxone in accordance with the Substance Abuse and Mental Health Services Administration (SAMHSA) guidance.

The Contractor shall focus their services on the injecting drug user populations in Kitsap County who do not use the other fixed-site syringe exchange service providers throughout the county. Exchanges will not occur within the Poulsbo city limits. See *Attachment A* for inclusive Scope of Work.

- III. **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.

- IV. **Compensation:** The District agrees to pay Contractor total compensation not to exceed \$40,000.00 during the Agreement. The District shall reimburse Contractor only for actual incurred costs upon presentation of a properly executed invoice, with justification (see below), on a form approved by the District. Compensation shall be made no more frequently than monthly. Costs will be charged and reimbursed in accordance with the attached budget estimate (See *Attachment B*).

Costs shall be tracked within the Personnel and Non-Personnel categories, and reimbursement shall not exceed the category subtotal without the written approval of the District.

Cost justification and documentation shall include the following:

- A. Personnel Costs: The hourly rate for each employee along with copies of approved timecards indicating the days and hours worked.
- B. Non-Personnel Costs: Actual receipts for all charged costs.
- C. Automobile Fuel/Maintenance Costs: Reimbursed at current Internal Revenue Service (IRS) Business Rate, which covers the costs of operating an automobile for business purposes (fuel and wear and tear attributed to business use of vehicle). Daily mileage for the purposes of cost reimbursement shall be tracked on a form approved by the District.

V. **Notices:** Notices pursuant to this agreement shall be sent to:

If to the District:

Kitsap Public Health District
ATTN: Dana Bierman
Chronic Disease and Injury Prevention Manager
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 900-8091

If to the CONTRACTOR:

Laura Wirkman
Interim Executive Director
P.O. Box 85038
Seattle, WA 98145
(206) 390-8671

VI. **Billings:** Billings to the District shall be submitted no more frequently than every 30 days, and shall be sent to:

Kitsap Public Health District
Accounts Payable
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 337-5215

VII. **Independent Contractor:** Contractor and its employees or agents performing under this Agreement are not employees or agents of the District.

VIII. **Rights in Data:** Data that is delivered under this Agreement is the District's property and shall be transferred fully to the District with all rights to the license to publish, translate, reproduce, modify, deliver, dispose of, and to authorize others to do so.

IX. **Indemnification:** Contractor shall defend, indemnify and hold the District, 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 of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District. Solely for the purposes of this provision, the 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.

X. **Insurance:** The 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 the 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 the District'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 the Contractor's profession. The Contractor shall provide the District with proof of liability insurance or professional errors and omissions coverage appropriate to the Contractor's 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. Acceptability of Insurers

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

D. Verification of Coverage

Contractor shall furnish the District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

- XI. **Safeguarding of Information:** The use or disclosure by Contractor of any information or documents obtained by the 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.

- XII. **Statutory and Regulatory Compliance:** Contractor shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.
- XIII. **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.
- XIV. **Records Inspection and Retention:** District 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.
- XV. **Non-Discrimination:** Contractor 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.
- XVI. **Amendment:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.
- XVII. **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.

XVIII. **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.

XIX. **Counterparts and Electronic Signatures:** This Agreement may be executed in counterparts, after execution by all Parties hereto, shall together constitute the Agreement. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.

KITSAP PUBLIC HEALTH DISTRICT

THE PEOPLE’S HARM REDUCTION ALLIANCE

By: Keith Grellner
Keith Grellner
Administrator

By: L. WIRKMAN
Laura Wirkman
Interim Executive Director

Date: Mar 1, 2023

Date: Mar 1, 2023

Funding Source
Program: <u>Syringe Exchange Program</u>
Non-Federal Contract/Grant: SHW Tipping Fee; Local Dollars _____

ATTACHMENT A SCOPE OF WORK

The scope of work for the mobile syringe exchange services contract includes:

1. **Provide exchange of syringes and other injection supplies using needs-based distribution methodology to prevent the spread of disease:** Provide participants with new sterile syringes in accordance with District procedures (see Appendix 1).
2. **Provide prevention education and referral services:** During all syringe exchange encounters, provide prevention education and referral services to inform and encourage people who use drugs to seek assistance and treatment to quit injecting illicit drugs.
3. **Provide mobile syringe exchange services in a manner that compliments existing fixed-site syringe exchange services:** Provide mobile syringe exchange services. Days and times will be negotiated and should include some evening and weekend hours.
4. **County-wide service area:** Provide syringe exchange services across Kitsap County only, with an emphasis in rural areas and for county/city residents who may not have the means to access existing fixed-site syringe exchange services in Bremerton, Poulsbo, and Port Orchard. **Exchanges will not occur within the Poulsbo city limits.**
5. **Referral to healthcare and/or public health services/programs:** Provide referrals for HIV counseling and testing, hepatitis C screening, TB testing, STI testing and treatment, immunizations, and other primary care needs. Collaborate with the District to identify appropriate referral sources and maintain a referral system.
6. **Referral to behavioral health, mental health, and substance use disorder treatment:** Provide referrals to appropriate community organizations for substance use disorder treatment, healthcare services, behavioral and mental health services. Collaborate with the District to identify appropriate referral sources and maintain a referral system.
7. **Referrals to other services:** Provide referrals to other social service organizations as appropriate (e.g., housing, jobs, etc.). Provide referrals for health insurance enrollment.
8. **Data collection and entry into Smartsheet:** Following guidance from the District and state Department of Health, collect participant enrollment and service usage data during each syringe exchange encounter. Enter syringe exchange data into the Smartsheet system at a minimum frequency of once per month and no later than the 15th of the following month. See Appendix 2.
9. **Harm reduction education:** Provide all mobile syringe exchange participants with hepatitis and HIV prevention education including safer sex and safer injection practices. Information should also be available on the prevention, testing, and treatment of sexually transmitted infections, tuberculosis, overdose prevention and response including the use of naloxone and notification to 911, and health problems/consequences related to illicit injection drug use.
10. **Delivery of used syringes and sharps containers at District for proper disposal:** Ensure all used syringes are deposited into a proper sharps containers and that all sharps containers are delivered to the District for disposal at a time and frequency determined in consultation with the District.

11. **Participate in the District's Peninsula Harm Reduction Network meetings:** Attend and participate in regularly scheduled network meetings.
12. **Attend and participate in scheduled meetings with the District:** Attend and participate in scheduled check-in meetings with the District to coordinate and review syringe exchange services work. This includes at least one annual in-person site visit.
13. **Assemble and submit monthly billing statements:** Assemble and provide the District with detailed monthly invoices of actual costs that have been identified in the scope of work and budget, along with all supporting information (receipts, cost documentation for expenses, timecards for hours worked, etc.). Invoices and support information must be sent to the District by the 15th of every month.
14. **Prepare and submit supply orders:** Prepare and submit supply orders (syringes, other injection supplies, and other personal care supplies) by the 25th of every month. Supply orders must be items on the Washington State Department of Health formulary.

**ATTACHMENT B
BUDGET**

Budget Item	Eligible Cost
Personnel	
Executive Director	\$800
Program Manager	\$2,016
Kitsap County Outreach Coordinator	\$24,960
Accountant/Bookkeeper	\$600
Employee Healthcare & Taxes	\$3,138
<i>Personnel Subtotal</i>	\$31,514
Non-Personnel	
Phone/Internet	\$150
Supply Storage	\$2,000
Educational Literature	\$500
Tools/Safety Equipment/Supplies	\$1,836
Vehicle Mileage/Maintenance	\$4,000
<i>Non-Personnel Subtotal</i>	\$8,486
Total Budget	\$40,000

Appendix 1

Syringe Exchange Services Program Procedures

Version 11/23/2022

In Kitsap County, syringe exchange service sites seek to provide exceptional care and the best possible experience for every client. We work together with clients to ensure they receive the respect, compassion and services they need. The exchange is a safe place free from violence, threats and negative language.

Procedures Overview

The purpose of this document is to provide guidelines for the implementation of syringe exchange services at sites of KPHD's community partners in syringe exchange.

Goal: To ensure access to sterile syringes and injection equipment to eliminate the transmission of bloodborne pathogens among people who inject drugs. Also, to ensure safe and proper disposal of used syringes.

Strategies:

- Utilize evidence-based strategies while developing and implementing syringe exchange services.
- Provide access to sterile syringes using the [CDC supported needs-based distribution methodology](#) and injection equipment, and safer sex supplies.
- Promote safe disposal of syringes and injection equipment, including collection and disposal of used syringes.
- Develop and deliver education and health promotion activities relevant to the goal.
- Facilitate referral for services including; substance use disorder treatment, medical care, healthcare insurance navigation and other community services.
- Offer referrals for communicable disease screening and prevention services and/or facilitate access to these services in the community.

Syringe Exchange Operations

- Number of syringes brought in for exchange are estimated by staff. Estimates are made based on:
 - Size and shape of container
 - 1 quart = 50 syringes
 - 1 gallon = 200 syringes
 - 2 gallon = 450 syringes
 - How full the container is observed to be
 - What is actually in the container (if there is "garbage" that takes away space from syringes)
- Ask client what supplies they request and collect demographic data from client
 - Number of syringes distributed is needs-based per CDC methodology referenced above.
 - Clients that do not bring in syringes for exchange may be offered syringes following the CDC needs based distribution methodology. Exchange sites should engage in education and discussion about safe syringe disposal when a client comes without syringes to exchange.
 - Offer sharps containers to every client at every visit. Advise client to not fill sharps containers beyond the fill line and to only use sharps containers or puncture resistant bottles for used syringes.
- Facilitate referral, communicable disease screening, prevention, and SUD treatment services.
- Educate clients on appropriate disposal sites and methods.
- Gather supplies the client has requested.
- Instruct clients to return used syringes at the next visit.

- Pharmacists and physicians may tailor these procedures to best meet the unique needs of the patients they serve.

Supply Management

- A designated person at each partner site will monitor supply inventory and submit orders to KPHD.
- The Syringe Services Program primary contact at KPHD is responsible for ordering and managing supplies.

Ordering Supplies

- The Health District will order supplies using DOH in-kind budget until that budget for supplies is spent. Once the budget is spent, no more supplies will be ordered.
- Orders will be completed monthly. Orders from partners must be submitted by the 25th of each month for delivery the following month.
- Shipments may be delivered directly to offsite locations, but all ordering and packing slips will be maintained by the Health District.

Disposal Procedures at KPHD

KPHD staff involved in the transport of hazardous waste must receive appropriate training in handling and disposal procedures prior to being authorized to transport waste.

Stericycle picks up bi-weekly. Facilities staff will coordinate with the mobile exchange for drop off of used syringes and place 43-gallon biohazard collection containers on the loading dock so that the mobile exchange may place syringe containers directly into them to ensure they are ready for Stericycle pick up.

Appendix 2.

SSP Encounter and Enrollment Forms

SSP Encounter Form

This form is to track activities for each SSP session. Entries will be submitted to DOH, Office of Infectious Disease. Please do not submit any data that may compromise the anonymity of SSP participants.

Date *

Site Name

Code *

Check if this is the first encounter.

How many people are you exchanging for today?

Syringes distributed *

Number only.

Syringes returned

Number only.

Syringe sizes

Condoms

Number only.

Supplies distributed

Select all that apply.

Select or enter value



Number of Naloxone Kits Given

Number of OD Reversals Reported

of people trained re: naloxone/OD prevention

Referrals provided

Select all that apply.

Select or enter value



Education provided

Select all that apply.

Select or enter value



Services provided

Select all that apply.

Select or enter value



Notes

Provider #2 Email

To be continued by Provider #2

Send me a copy of my responses

Submit

SSP Enrollment Form

This form is to track activities for each SSP session. Entries will be submitted to DOH, Office of Infectious Disease. Please do not submit any data that may compromise the anonymity of SSP participants. Please clarify with all new participants that they are not required to provide personal information in order to receive syringes.

Date

Site Name

Create unique ID

First two letters last name *

First letter first name *

First letter mother's name *

What day of the month were you born? *

Demographics

How do you identify your gender? *

What is your age group? *

In the last 30 days, where did you sleep most frequently?

Select or enter value ▼

Zipcode (if applicable)

Default to zipcode of SSP site

Race/Ethnicity

Select all that apply. Please note that analysis will vary in terms of comparability.

Select ▼

Check if race/ethnicity not asked

Specify race/ethnicity, if desired

How many people are you exchanging for today? *

If only exchanging for others, end enrollment here.

Select or enter value ▼

Drug use

In the last 7 days, which drugs have you used?

Select all that apply.

Select or enter value ▼

Other (specify)

What would you consider to be your "primary" drug?

Select or enter value ▼

On a typical day, how many times do you inject?

Select or enter value ▼

In the last 30 days, have you...

Check if this section skipped

- Sniffed any drug?
- Smoked any drug?
- Injected in your neck or groin?
- Used naloxone?
- Experienced an overdose?

Had to do any of the following as a result of having insufficient syringes?

Select or enter value

Health information

- Check if this section skipped
-
- In the last 90 days, have you had an HCV test?
 - In the last 90 days, have you had an HIV test?
 - In the last 90 days, have you had an abscess or other soft tissue infection?
 - In the last year, have you been treated for substance use disorder?
 - In the last year, have you received mental healthcare?
 - Do you currently have health insurance?
 - Do you currently have a primary care provider?
 - Are you pregnant?

Notes

Check if enrollment is incomplete

This will trigger a future update request.

-
- Send me a copy of my responses

Submit









2308 PEOPLE'S HARM REDUCTION FINAL2

Final Audit Report

2023-03-01

Created:	2023-03-01
By:	april fisk (april.fisk@kitsappublichealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAApKmATQKBTjFCnK-zHC3_vq3vtIKOyFvb

"2308 PEOPLE'S HARM REDUCTION FINAL2" History

-  Document created by april fisk (april.fisk@kitsappublichealth.org)
2023-03-01 - 11:34:03 PM GMT
-  Document emailed to Keith Grellner (keith.grellner@kitsappublichealth.org) for signature
2023-03-01 - 11:34:40 PM GMT
-  Email viewed by Keith Grellner (keith.grellner@kitsappublichealth.org)
2023-03-01 - 11:35:02 PM GMT
-  Document e-signed by Keith Grellner (keith.grellner@kitsappublichealth.org)
Signature Date: 2023-03-01 - 11:35:16 PM GMT - Time Source: server
-  Document emailed to Laura Wirkman (laura@phra.org) for signature
2023-03-01 - 11:35:17 PM GMT
-  Email viewed by Laura Wirkman (laura@phra.org)
2023-03-01 - 11:37:39 PM GMT
-  Document e-signed by Laura Wirkman (laura@phra.org)
Signature Date: 2023-03-01 - 11:38:33 PM GMT - Time Source: server
-  Agreement completed.
2023-03-01 - 11:38:33 PM GMT