

PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
And
PENINSULA COMMUNITY HEALTH SERVICES

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 Peninsula Community Health Services, hereinafter referred to as “Contractor.” The District and Contractor are hereinafter collectively referred to as the “Parties.” The Parties mutually agree as follows:

1. **Period of Performance:** The period of performance of this Agreement shall begin January 15, 2023, and be completed or amended no later than February 15, 2028, unless terminated sooner or extended as provided for herein.
2. **Purpose:** The objective of this contract is to provide capital investment in Contractor’s construction of a medical respite facility to include two (2) negative pressure rooms, and controlled access to such rooms, for intermittent use for District referrals of patients in need of temporary quarantine and/or isolation housing and medical oversight, and to provide funds to reimburse operational costs to cover facility, medical, and care expenses for District-referred patients while in the respite facility.
3. **Services:** The District requires the expertise of this Contractor to execute the Scope of Work in Attachment 1 and the following:
 1. Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the agreement, no material, labor or facilities will be furnished by the District.
 2. Contractor will perform the work specified in the Agreement according to standard industry practice.
 3. Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the Parties.
 4. Contractor will confer with the District from time to time during the progress of the work. Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the District.
4. **Qualifications/Eligibility:** Contractor will have the qualifications necessary to successfully complete the objectives of this Agreement. Contractor hereby affirms that he/she is eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA).
5. **Compensation:** The District agrees to pay Contractor a total compensation of (or not to exceed) \$200,000 during the Agreement. Compensation will be based on invoices submitted by Contractor pursuant to the attached Scope of Work. Contractor will be paid only for work expressly authorized in the Agreement. 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.

If Contractor fails to perform any substantial obligation and the failure has not been cured within thirty (30) days following notice from the District, the District may, in its sole discretion and upon written notice to Contractor, withhold all monies due Contractor, without penalty, until such failure to perform is cured.

CHANGES IN WORK: In the event of any errors or omissions by Contractor in the performance of any work required under the Agreement, Contractor will make all necessary corrections without additional compensation. All work submitted by Contractor will be certified by Contractor and checked by Contractor for errors and omissions. Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the District.

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

If to the District:

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

If to the Contractor:

Peninsula Community Health Services
Attn: Jennifer Kreidler-Moss
P.O. Box 960
Bremerton, WA 98337
(360) 475-6707
jkreidler@pchsweb.org

7. **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) 728-2215 AR (360) 728-2227 AP

Upon expiration of the Agreement, any claim for payment not already made shall be submitted to the District within 60 days after the expiration date.

8. **Independent Contractor:** Contractor and its employees or agents performing under this Agreement are not employees or agents of the District.
9. **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.

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 the District. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.

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

10. **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, 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.

11. **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 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 Contractor's profession. Contractor shall provide the District with proof of liability insurance or professional errors and omissions coverage as appropriate.

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 the District. Any insurance, self-insurance, or insurance pool coverage maintained by the District 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 the District.

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 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 Contractor before commencement of the work.

12. **Safeguarding of Information:** The use or disclosure by Contractor 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.
13. **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.
14. **Compliance with State and Federal Confidentiality Laws:** Contractor shall not use or disclose any protected health information (PHI) or personally identifiable information (PII) created or shared under this Agreement for any purpose not directly connected with this Agreement or in any manner that would constitute a violation of the Health Information Portability and Accountability Act, commonly known as HIPAA, and any regulations enacted pursuant to its provisions. Any PHI or PII collected, used, or acquired in connection with this Agreement shall be subject to Chapter 42.56 RCW and chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations. Contractor agrees not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons PHI or PII without the express written consent of the District. For the purpose of this section, PII means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name, etc. Contractor shall sign a Business Associate Agreement which is incorporated into this Agreement as ATTACHMENT A.
15. **Records Inspection and Retention:** Contractor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein. The District may, at reasonable times, inspect the books and records of Contractor relating to the performance of the Agreement. Contractor will retain for audit purposes all Contract-related records for at least six (6) years after termination of the Agreement. If any litigation, claim or audit is started

before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit finding involving the records have been resolved.

16. **Right of Inspection:** Contractor shall provide right of access to its facilities to the District, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable time, in order to monitor and evaluation performance, compliance, and or quality assurance under this Agreement.
17. **Subcontracting:** Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement, excluding subcontracts and subcontractors for which agreements were in place prior to the execution of this Agreement, without obtaining prior written approval of the District. The District shall not unreasonably withhold or delay approval of subcontracts or subcontractors.
18. **Successors and Assigns:** The District, to the extent permitted by law, and Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Agreement and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Agreement.
19. **Certification Regarding Suspension and Debarment:** Contractor, by completing and returning to the District the “Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form,” and completing, signing and returning to the District the “Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion for Lower Tier Covered Transactions” form, (to be supplied to lower tier participants; see Attachment A, certifies that it is not debarred, suspended, or proposed for debarment by any federal agency.
20. **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.
21. **Amendment:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties. In order to be effective, any Agreement, renewal, amendment, or modification must be in writing, be signed by both parties, and be attached to the Agreement. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by the District and has become effective.
22. **Changes in Work:** In the event of any errors or omissions by Contractor in the performance of any work required under the Agreement, Contractor will make all necessary corrections without additional compensation. All work submitted by Contractor will be certified by Contractor and checked by Contractor for errors and omissions. Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the District.
23. **Termination:** This Agreement may be terminated by either party upon giving at least thirty (30) days advance written notice to the other party.
 - 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 affected 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.

In the event of termination, Contractor shall settle all outstanding liabilities and all claims arising out of such termination of orders, with the approval or ratification of the District to the extent the District may require, which approval or ratification shall be final for all the purposes of this clause.

24. **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, contract 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.
25. **Choice of Law:** The 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 the 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 the Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.
26. **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.
27. **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.
28. **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 facsimile 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. For service by facsimile, service will be effective at the beginning of the next working day.

- 29. **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.
- 30. **Tax Payments:** Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 31. **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 without the prior express written consent of the District, excluding subcontracts and subcontractors for which agreements were in place prior to the execution of this Agreement. The District shall not unreasonably withhold or delay approval of subcontracts or subcontractors.

Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Agreement.
- 32. **Personnel Removal:** Contractor agrees to remove immediately any of its subcontractors, employees, agents, or representatives from assignment to perform services under the Agreement for violations of federal, state, or local laws or violations of Contractor’s personnel rules upon receipt of a written request to do so from the District’s contract representative or designee.
- 33. **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.
- 34. **Authorization:** Each party signing below warrants to the other party that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

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

KITSAP PUBLIC HEALTH DISTRICT

CONTRACTOR

By: Keith Grellner
Keith Grellner
Administrator

By: Jennifer Kreidler-Moss
Jennifer Kreidler-Moss (Feb 22, 2023 17:24 PST)
Jennifer Kreidler-Moss
Chief Executive Officer

Date: 3/9/2023

Date: Feb 22, 2023

Funding Source
Program: _____
Federal Contract/Grant _____

ATTACHMENT A

SCOPE OF WORK

The purpose of this contract is to provide capital investment in Contractor's construction of a medical respite facility to include two (2) negative pressure rooms, and controlled access to such rooms, for intermittent use for District referrals of patients in need of temporary quarantine and/or isolation housing and medical oversight, and to provide funds to reimburse operational costs to cover facility, medical, and care expenses for District-referred patients while in the respite facility.

Objective 1: Construct two (2) negative pressure patient rooms with controlled access within the Contractor's medical respite facility.

Cost: \$100,000 reimbursable upon completion and approval of the facility.

Objective 2: Accept referrals of District patients in need of temporary quarantine, isolation, and medical services due to a communicable disease. Contractor services may include:

- A. Room and board;
- B. Meals;
- C. Comprehensive medical services;
- D. Case management;
- E. Oversight of visits and departures from the facility;
- F. Assistance with discharge planning and transfers of care; and
- G. Consultation and coordination of care with District.

Cost: Reimbursable up to \$100,000 upon submittal of invoices after the provision of services in accordance with this agreement.







2312 PCHS Respite Services Agreement Final Draft

Final Audit Report

2023-02-23

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