

**PROFESSIONAL SERVICES AGREEMENT**  
**Between**  
**KITSAP PUBLIC HEALTH DISTRICT**  
**And**  
**KITSAP COUNTY**

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 Kitsap County, hereinafter referred to as “Subcontractor.” The parties mutually agree as follows:

1. **Period of Performance:** The period of performance of this Agreement shall begin July 1, 2022 and be completed no later than June 30, 2023, unless terminated sooner or extended as provided for herein.
2. **Purpose:** The District requires the expertise of this Subcontractor to develop and implement coordinated tobacco, vapor product, and marijuana intervention strategies to prevent and reduce commercial tobacco, vapor, and marijuana use by youth in Kitsap County.
3. **Qualifications/Eligibility:** Subcontractor shall have the qualifications necessary to successfully complete the objectives of this Agreement. The Subcontractor hereby affirms that he/she is eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA).
4. **Statement of Work and Budget:** Subcontractor shall furnish the necessary personnel, equipment material, and / or services and otherwise do all things necessary for or incidental to the performance of the work set forth in **ATTACHMENT A**, attached hereto and incorporated herein. **ATTACHMENT A** contains the Scope of Work and Budget.
5. **Compensation:** This Agreement is funded by state funds. The District agrees to pay Subcontractor a total sum of \$26,129 in state funds during the Agreement. The District shall reimburse Subcontractor for travel as applicable at the federally approved rate. Compensation will be based on invoices submitted by Subcontractor itemizing a detailed description of services performed per the agreed upon Scopes of Work and Budgets set forth respectively in **ATTACHMENTS A**.

Subcontractor shall submit a Monthly Expenditure Report and Request for Reimbursement (Form A-19) invoice voucher, hereto attached and herein incorporated as **ATTACHMENT B**, to the District for payment.

6. **Performance Requirements and Notices:** The assigned District staff shall monitor the performance of this Agreement, approve billings submitted by Subcontractor, and determine the acceptability of any reports provided by Subcontractor. District staff shall provide and facilitate assistance and guidance to Subcontractor as necessary.

The District reserves the right to conduct periodic performance and billing reviews after the execution of this Agreement in order to evaluate unspent/unclaimed funds. The District reserves for itself the authority to reallocate funding pending the outcome of such a review.

Subcontractor shall send programmatic communications, such as reports, via the communication method established by the District. Formal notices pursuant to this Agreement shall be sent to the staff responsible for project coordination as follows:

If to the District:

Kitsap Public Health District  
Attn: Yolanda Fong  
345 6<sup>th</sup> Street, Suite 300  
Bremerton, WA 98337  
(360) 728-2275  
[Yolanda.Fong@kitsappublichealth.org](mailto:Yolanda.Fong@kitsappublichealth.org)

If to the Subcontractor:

Kitsap County  
Attn: Laura Hyde  
614 Division St. MS-23  
Port Orchard, WA 98366  
(360) 337-4879  
[lhyde@co.kitsap.wa.us](mailto:lhyde@co.kitsap.wa.us)

7. **Special Billing Requirements:** Billings to the District shall be submitted no more frequently than every 30 days and shall be quarterly at a minimum. Billings for services on a monthly fraction of the budget will not be accepted or approved. Billings shall be sent to:

Kitsap Public Health District  
Melissa Laird  
345 6<sup>th</sup> Street, Suite 300  
Bremerton, WA 98337  
(360) 728-2283

Authorized and allowable program expenditures will be reimbursed upon receipt and approval of the monthly A-19 must be provided to the District by the 20<sup>th</sup> of each month in order to receive reimbursement for the previous month. If the District does not receive the A-19 by the 20<sup>th</sup> of the month with the required deliverables, the District may withhold approval and payment at its discretion.

The District will pay Subcontractor all allowable costs incurred as evidenced by proper invoice of Subcontractor submitted to the District on a timely basis, insofar as those allowable and allocable costs do not exceed the amount appropriated or otherwise available for such purposes as stated herein or in subsequent amendments.

Backup documentation will be provided to the District with invoice. Backup documentation can include, but is not limited to: receipts, invoices, billing records, work orders, positive time and attendance records (timesheets), travel vouchers and accounting expense reports. Failure to provide the required information may result in nonpayment of invoices or termination of this Agreement.

This is a subcontractor contract. All expenditures incurred, and reimbursements made for performance under this Agreement will be based on actual allowable costs. Costs can include direct labor, direct material, and other direct costs specific to the performance of activities or achievement of deliverables under this Agreement. Unexpended funds in each fiscal year may not be carried forward into the new budget period unless otherwise approved by the District.

Email submission of invoices, electronic reports, and deliverables is encouraged. However, original hardcopy of the A-19 is required and shall be mailed to the District.

Upon expiration of the Agreement, any claim for payment not already made shall be submitted to the District within 20 days after the expiration date.

8. **Independent Capacity:** Subcontractor and its employees or agents who are engaged in the performance of this Agreement shall continue to be employees or agents of Subcontractor and shall not be considered to be employees or agents of the District for any purpose.
9. **Rights in Data:** Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright act of 1976 and shall be owned by the District. Data shall include, but not limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The District maintains all rights to the license to publish, translate, reproduce, modify, deliver, dispose of the data, and to authorize others to do so.
10. **Indemnification:** Subcontractor 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 Subcontractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District. However, that in the case of negligence of both the District and the Subcontractor, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Solely for the purposes of this provision, Subcontractor 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:** Subcontractor 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 Subcontractor, its agents, representatives, or employees.

**No Limitation.** Subcontractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of Subcontractor 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

Subcontractor 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. The District shall be named as an insured under

Subcontractor's Commercial General Liability insurance policy with respect to the work performed for the District.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability insurance appropriate to the Subcontractor's profession. Subcontractor shall provide the District with proof of liability insurance or professional errors and omissions coverage as appropriate.

B. Minimum Amounts of Insurance

Subcontractor 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. Subcontractor'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 Subcontractor's insurance and shall not contribute with it.
2. Subcontractor'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

Subcontractor 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 Subcontractor before commencement of the work.

12. **Safeguarding of Information and Privacy:** The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as 45 CFR Parts 160 and 164 and any other applicable federal and state statutes and regulations. Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Subcontractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to

unauthorized persons personal information without the express written consent of the agency or as provided by law.

Subcontractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to personal information. Any unauthorized access or use of confidential information must be reported to the District Privacy Officer at (360) 728-2232. The notification must be made in the most expedient time possible (usually within 24 hours of discovery) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

The District reserves the right to monitor, audit, or investigate the use of personal information collected, used, or acquired by Subcontractor through this Agreement. The monitoring, auditing, or investigating may include but is not limited to "salting" by the District. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Subcontractor shall certify the return or destruction of all personal information upon expiration of the Agreement.

13. **Records Retention and Inspection:** The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to the inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving that party a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

14. **Written Policies and Procedures/Documents on File:** Written policies and procedures, consistent with federal and state regulations, as applicable, will be kept on file in the office of the Subcontractor and available for review at the request of District staff. Such policies and procedures will include, but not be limited to, as appropriate:

- Job Descriptions
- Confidentiality Policy
- Community Needs Assessment
- 5-Year Regional Strategic Plan (includes biennial work plan)

Special Instructions:

- a. Subcontractor must conduct criminal background checks for those staff, volunteer, contractor, or subcontractor working directly with youth (ages 0-17).

- b. Subcontractor must prohibit any staff, volunteer, contractor, or subcontractor with a felony conviction related to their duties from supervising and interacting with minors while performing the duties of this Agreement. This requirement is consistent with existing RCW 9.96A.020.

In addition, Subcontractor will keep on file and make available for review by District staff documents consistent with federal and state regulations that will include but are not limited to the latest agency audit and Subcontractor agreements. Subcontractor will include these requirements in all approved subcontracts.

15. **Required Reports:** Subcontractor will submit required reports using required forms according to procedures issued by the District.

Subcontractor will be obligated to submit required reports after the close of the contract period, during the transfer of obligations to another contractor, or upon termination of the contract for any reason.

Subcontractor will include all requirements listed above in all approved subcontracts.

Due dates outside the Budget Period are for reporting only. Subcontractor may not bill for work done outside the Budget Period.

16. **Statutory and Regulatory Compliance:** Subcontractor shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.

17. **Compliance with State and Federal Confidentiality Laws:** Subcontractor shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of RCW 70.02, RCW 42.56, the Health Information Portability and Accountability Act, commonly known as HIPAA, or any regulations enacted pursuant to its provisions. An excerpt of certifications and assurances is herein attached as **ATTACHMENT C**.

18. **Suspension of Performance and Resumption of Performance:** In the event contract funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the District may give notice to Subcontractor to suspend performance as an alternative to termination. The District may elect to give written notice to Subcontractor to suspend performance when the District determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may occur by facsimile or email to Subcontractor's representative. Subcontractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance, each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When the District determines that the funding insufficiency is resolved, the District may give Subcontractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Subcontractor will give written notice to the District as to whether it can resume performance, and if so, the date upon which it agrees to resume performance. If Subcontractor gives notice to the District that it cannot resume performance, the parties agree that the Agreement will be terminated retroactive to the original date of termination. If the date Subcontractor gives notice it can resume performance is not acceptable to the District, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to the District, the parties agree that the Agreement will be terminated retroactive to the original date of termination.

19. **Non-Discrimination:** Subcontractor 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.
20. **Waiver:** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under his Agreement unless stated to be such in writing, signed by an authorized representative of the party and attached to the original Agreement.
21. **Assignment:** The work to be provided under this Agreement and any claim arising thereunder, is not assignable or delegable by either party in whole or in part without the express prior written consent of the District, which consent shall not be unreasonably withheld.
22. **Amendments and Changes in Work:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.

In the event of any errors or omissions by Subcontractor in the performance for any work required under this Agreement, Subcontractor will make all necessary corrections without additional compensation. All work submitted by Subcontractor will be certified by Subcontractor and checked by Subcontractor for errors and omissions. Subcontractor 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 30 days advance written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
24. **Termination for Cause:** If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

25. **Termination 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 his 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.
26. **Choice of Law:** This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and applicable federal laws, both as to its interpretation and performance. The provisions of this Agreement shall be construed to conform to those laws. 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.
27. **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.
28. **Severability:** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
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, Waiver, Records Inspection and Retention, and Severability.
30. **Subcontracting:** Subcontractor shall not enter into subcontracts for any of the work contemplated under his Agreement without prior written approval of the District. In no event shall the existence of the subcontract operate to release or reduce the liability of Subcontractor to the Department for any breach in the performance of Subcontractor's duties. This clause does not include contracts of employment between Subcontractor and personnel assigned to work under this Agreement.


Subcontractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. Subcontractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the District or as provided by law.

If at any time during the progress of the work, the District determines in its sole judgment that any contractor is incompetent, the District shall notify Subcontractor, and Subcontractor shall take immediate steps to terminate its Subcontractor's involvement in the work. The rejection or approval by the District of any Subcontractor or the termination of a Subcontractor shall not relieve Subcontractor of any of its responsibilities under the Agreement, nor be the basis for additional charges to the District.



31. **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.

**KITSAP PUBLIC HEALTH DISTRICT**

By:   
Keith Grellner, Administrator

Date: 6/8/2022

**KITSAP COUNTY**

By: Board of County Commissioners  
Kitsap County, Washington


  
Edward E. Wolfe, Chair

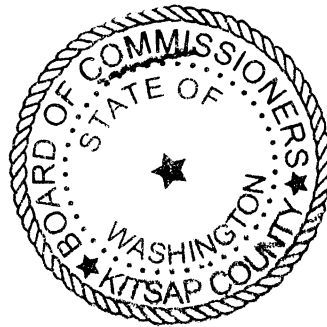
  
Charlotte Garrido, Commissioner

**NOT PRESENT**

Robert Gelder, Commissioner

Date: 8/8/2022

ATTEST   
Dana Daniels, Clerk of the Board



Funding Source
Program: CH Contract/Grant: DOH Con Con CLH31014 (KPHD 2203)

**ATTACHMENT A – SCOPE OF WORK AND BUDGET**  
**Kitsap County Human Services**  
**July 1, 2022 – June 30, 2023**

As a subcontractor of KPHD under the Washington Department of Health funded *Youth Cannabis & Commercial Tobacco Prevention Program (YCCTPP)*, Kitsap County Human Services agrees to the following activities funded in full or part by the associated budget.

<i>Activity</i>	
<b>Planning &amp; Coordination of Regional Network</b>	<p>Coordinate and maintain the Olympic Prevention Partnership steering committee and network.</p> <ul style="list-style-type: none"> <li>• Invite new community partners to join the Olympic Prevention Partnership Steering Committee.</li> <li>• Attend nine monthly steering committee meetings (Sept 2022 – June 2023)</li> <li>• Each subcontractor will be responsible for planning one of the above meetings. Refer to the workplan for schedule.</li> </ul>
<b>Implementation</b>	<p><i>2022-2023 Strategies for Youth Cannabis &amp; Commercial Tobacco Prevention:</i></p> <ul style="list-style-type: none"> <li>• <b>Social Norms: Media &amp; Health Communications</b></li> <li>• <b>Youth Empowerment &amp; Engagement</b></li> <li>• <b>Decision-maker Engagement</b></li> <li>• <b>Policy, System, Environmental Changes</b></li> </ul> <p>Specific Kitsap County activities are described in the 2022-2023 YCCTPP workplan. Please refer to the workplan for guidance on which activities fall under each funding source. Workplans are subject to change. Any changes will be approved by both parties.</p>
<b>Monitoring and Reporting</b>	<p>Monitor progress for each activity as appropriate; submit monthly narrative and data reports as requested by KPHD on the 5<sup>th</sup> of every month.</p>
<b>Midterm Evaluation</b>	<p>By February 1, 2023, report progress to CTPP Regional Coordinator. If needed, adjust activities to ensure spend down. Conduct a mid-year workplan re-evaluation.</p>
<b>Calls/Meetings</b>	<p>Participate in monthly conference call with KPHD and attend webinars as scheduled; respond to correspondences related to CTPP from the Department of Health; respond to activity assessments/surveys administered by KPHD as appropriate per scope of work.</p>
<b>Invoicing</b>	<p>Submit monthly invoices by the 20<sup>th</sup> of the month following the month in which costs were incurred, except for the Final Expenditure Report and Request for Reimbursement in each federal fiscal year (due July 1, 2023). Invoices must include supporting documentation such as timecards for staff time and copies of invoices paid for goods and services.</p>

**Budget July 1, 2022 – June 30, 2023**

<i><b>Cannabis</b></i>	<i><b>Cost</b></i>	<i><b>Description</b></i>
Staff Salary	\$10,493	
Benefits	\$4,297	
Indirect	\$1,666	10% Total
Goods & Services	\$200	
Mileage		
Travel/Training		
<b>Total Kitsap</b>	<b>\$16,656</b>	


<i><b>Tobacco</b></i>	<i><b>Cost</b></i>	<i><b>Description</b></i>
Staff Salary	\$7,776	
Benefits	\$750	
Indirect	\$947	10% Total
Goods & Services		
Mileage		
Travel/Training		
<b>Total Kitsap</b>	<b>\$9,473</b>	

**Funding Source**

<b>Chart of Accounts Program Name or Title</b>	<b>CFDA#</b>	<b>BARS Code</b>	<b>7/1/22 – 6/30/23</b>
SFY23 Dedicated Cannabis Account	NA	334.04.93	\$16,656
SFY23 Youth Tobacco Vapor Products	NA	334.04.93	\$9,473
<b>Total to Kitsap</b>			<b>\$26,129</b>

**Subcontractor DUNS Number:** 184826790  
**Subcontractor Indirect Rate:** 10%  
**Research and Development:** No

FORM  
A 19-1A  
(Rev. 1/91)



STATE OF WASHINGTON  
INVOICE VOUCHER

**Attachment B** Page A-11

AGENCY NO.	LOCATION CODE	P.R. OR AUTH NO.

AGENCY NAME

**Kitsap Public Health District**  
**Attn: Melissa Laird**  
**345 6th St, Suite 300**  
**Bremerton, WA 98337-1866**

INSTRUCTION TO VENDOR OR CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

VENDOR'S CERTIFICATE. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination on the grounds of race, creed, color, national origin, sex, or age.

VENDOR OR CLAIMANT (Warrant is to be payable to)

BY \_\_\_\_\_  
 \_\_\_\_\_  
 (DATE)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. RECEIVED BY DATE RECEIVED

DATE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	FOR AGENCY USE
	Services provided in performance of contract					
	Billing period:                              to					
<b>Total Tobacco Expenses</b>						
<b>YMPEP Expenses</b>						
<b>TOTAL DUE:</b>						
\$						-

PREPARED BY TELEPHONE NUMBER DATE AGENCY APPROVAL DATE

DOC. DATE PMT DUE DATE CURRENT DOC. NO. REF. DOC. NO. VENDOR NUMBER VENDOR MESSAGE | USE TAX UBI NUMBER

REF	DOC	TRANS	SUF	M	O	D	FUND	MASTER INDEX		SUB	SUB	ORG	WK	CLAS	COUNT	CITY	AMOUNT	INVOICE NUMBER	
								APPN	PROGRAM										INDEX

ACCOUNTING APPROVAL FOR PAYMENT DATE WARRANT TOTAL WARRANT NO.

## ATTACHMENT C HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (“Agreement”) is entered into by and between the Kitsap Public Health District (“Covered Entity”) and Kitsap County (“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 Clallam County Health & Human Services.
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 June 30, 2023 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.



Placeholder for insurance if needed (revenue contract)

KPHD debarment screen 2022

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