



# JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street ♦ Port Townsend ♦ Washington ♦ 98368  
www.jeffersoncountypublichealth.org

November 22, 2013

## JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA REQUEST

**TO:** Board of County Commissioners  
Philip Morley, County Administrator

**FROM:** Jean Baldwin, Director

**DATE:** *January 20, 2014*

**SUBJECT:** Agenda Item – Contract Agreement with Kitsap Public Health District for Nurse Family Partnership; July 1, 2013 – June 30, 2017; \$88,370

#### **STATEMENT OF ISSUE:**

Jefferson County Public Health, Community Health, requests Board approval of the Contract Agreement with Kitsap Public Health District for Nurse Family Partnership; July 1, 2013– June 30, 2017; \$88,370

#### **ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:**

Kitsap County Public Health District (KPHD) will provide Nurse Family Partnership services in Kitsap County functioning as a subcontractor to Jefferson County under the Thrive by Five Grant. JCPH is the lead on the Thrive by Five Grant because of the extensive history and participation in the NFP program. JCPH and KPHD will share Nurse Family Partnership staff, training and supervision under the Thrive by Five Grant. KPHD will maintain a caseload of 25 NFP clients.

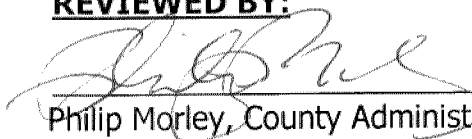
#### **FISCAL IMPACT/COST BENEFIT ANALYSIS:**

This contract is funded by the Thrive by Five Grant. JCPH applied for and received the Thrive by Five Grant in the amount of \$176,740 for year 2014. Under the Thrive by Five Grant, KPHD, in regional partnership with JCPH, will receive \$88,370 for their continued support to provide services to NFP clients. JCPH will have fiscal responsibility.

#### **RECOMMENDATION:**

JCPH management request approval of the Contract Agreement with Kitsap Public Health District for Nurse Family Partnership; July 1, 2013– June 30, 2017; \$88,370

#### **REVIEWED BY:**

  
Philip Morley, County Administrator

*12/6/13*  
Date

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

This Contract for Professional Services is entered into between Jefferson County, herein referred to as the "County" and Kitsap Public Health District (KPHD), herein referred to as the "Contractor".

**Section 1: PURPOSE:**

THIS AGREEMENT is made and entered into to share Nurse Family Partnership staff, training, and supervision through the Thrive by Five Partnership Grant.

**Section 2: TERMS:**

This Agreement shall commence on July 1, 2013, and continue through June 30, 2017 unless terminated as provided herein. The agreement may be extended beyond June 30, 2017, upon mutual written consent of the County and the Contractor.

**Section 3: SCOPE OF AGREEMENT:**

Kitsap Public Health District (KPHD) will function as a subcontractor to JCPH and provide Nurse Family Partnership services in Kitsap County as outlined herein in Exhibit A and as listed in the deliverables of the JCPH contract with the agency Thrive by Five, that Thrive by Five contract being incorporated herein by reference

- Service deliverables for both counties are outlined in the Logic model,
- 25 clients in Kitsap will be served with these funds.
- Quarterly reporting will be scheduled by JCPH and Thrive.

**Contract Representatives:**

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

JCPH Contract Representative  
Jean Baldwin, Director  
Jefferson County Public Health  
615 Sheridan St.  
Port Townsend, WA 98368  
(360) 385-9400

Contractor's Contract Representative  
Suzanne Plemmons, Community Health Director  
Kitsap Public Health District  
345 6<sup>th</sup> Street, Suite 300  
Bremerton, WA 98337  
(360) 337-5235

**Section 4: COMPENSATION:**

The CONTRACTOR will be reimbursed for all work performed under the terms of this contract. The total amount payable under this Contract by County to CONTRACTOR, for this contract

period shall not exceed \$88,370.00 annually in the completion of this project without express written amendment signed by both parties to this Agreement.

- A. CONTRACTOR shall submit monthly invoices to JCPH, 615 Sheridan St., Port Townsend, WA 98368, Attn: Finance Department, for payment of work actually completed to date.
- B. Invoices must be submitted by the 3<sup>rd</sup> Monday of the month for the previous month's expenses. The County will review such invoices, and upon approval thereof, payment will be made to the Contractor in the amount approved. Failure to submit timely invoices may result in a denial of reimbursement.
- C. Contractor shall provide necessary backup documentation for all invoices including timesheets, rates of hourly compensation (if applicable), and statements. Any indirect charges require the submittal of an indirect cost methodology and rate using OMB Circular's A-87 and A-122.
- D. The County will make final payment of any balance due the Contractor promptly upon determining that i) the Contractor has completed its obligations under this Agreement and ii) the County can and does accept the work performed by the Contractor.
- E. CONTRACTOR records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.

**Section 5: INDEMNIFICATION:**

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

**Section 6: INSURANCE:**

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

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

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

**Section 7: CONFIDENTIALITY:**

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

**Section 8: INDEPENDENCE**

The Contractor and the County agree that the Contractor is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. The

Contractor shall not be entitled to any benefits accorded County employees by virtue of the services provided under this agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to employee.

**Section 9: REPORTING**

The Contractor will provide a monthly service summary report to the County at the same time invoices are submitted. Reports must be submitted by the 3<sup>rd</sup> Monday of the month for the previous month's work. The monthly report shall contain the report of services and the total hours worked by which staff. The monthly report shall be submitted to Jefferson County Public Health in care of the Jean Baldwin, Director, 615 Sheridan, Port Townsend, WA 98368. The County will review such reports, and upon approval thereof, payment will be made to the Contractor in the amount approved. Failure to submit timely reports may result in a denial of reimbursement.

**Section 10: ASSIGNMENTS AND SUBCONTRACTING**

The Contractor shall not sublet or assign any of the services covered by this agreement without the express written consent of the County.

**Section 11: TERMINATION**

The County reserves the right to terminate this contract in whole or in part, with 30 days notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, the County shall be liable for only payment for services rendered prior to the effective date of termination.

This agreement may also be terminated as provided below:

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

**Section 12: MODIFICATION**

This professional services agreement may be modified at any time by written agreement of all parties.

**Section 13: INTEGRATED AGREEMENT**

This Agreement together with attachments or addenda represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral between the parties. This agreement may be amended only by written instrument signed by both County and Contractor.

BOARD OF COUNTY COMMISSIONERS  
 JEFFERSON COUNTY, WASHINGTON

KITSAP PUBLIC HEALTH DISTRICT

\_\_\_\_\_  
 John Austin, Chairperson Date

*Scott Daniels*  
 \_\_\_\_\_  
 Scott Daniels Date  
 Administrator

1-7-14

ATTEST:

\_\_\_\_\_  
 Clerk of the Board

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

**Approved as to form only**

*David Alvarez* 1/10/2014  
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 Jefferson Co. Prosecutor's Office  
 David Alvarez, Chief Civil DPA

## Scope of Work – Exhibit A

### **RESPONSIBILITIES:**

**Kitsap Public Health District, as a contracted provider, agrees to:**

- A. Maintain a caseload of 25 NFP clients; attend Bridge NFP nursing team meetings, case conferences, and 1:1 reflective supervision sessions with JCPH NFP supervisor and staff
- B. Present community presentations in Kitsap about NFP
- C. Complete ACE screening on 100% of consenting NFP clients through June 30, 2017.