

MEMORANDUM OF AGREEMENT
Between
CLALLAM COUNTY HEALTH AND HUMAN SERVICES
And
KITSAP PUBLIC HEALTH DISTRICT

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

- I. **Period of Performance:** The period of performance of this Agreement shall begin June 1, 2016, and be completed no later than December 31, 2016, unless terminated sooner or extended as provided for herein.
- II. **Services:** Clallam County agrees to compensate the District for a portion of the expenses necessary to provide administrative support to the Olympic Community of Health, an Accountable Community of Health designated by the Washington State Health Care Authority (HCA), representing stakeholders in Clallam, Jefferson, and Kitsap Counties. Accountable Communities of Health are working across the State of Washington to implement the Triple Aim of healthcare reform: improving the patient experience of care, improving the health of populations, and reducing the per capita cost of health care. The majority of the compensation for the District’s administrative support work will be provided through an Accountable Community of Health Design Grant, HCA contract K1434, as amended, awarded to the District by HCA. Compensated services under this Agreement shall only include work performed by the Olympic Community of Health Director, Elya Moore, necessary to meet contract deliverable requirements under the HCA Design Grant. These deliverables include work by the Olympic Community of Health Director to design and implement governance structures and administrative capacities, stakeholder engagement strategies, and regional health improvement and measurement plans for the Olympic Community of Health.
- III. **Qualifications:** The District will have the qualifications necessary to successfully complete the services described in this Agreement.
- IV. **Compensation:** Clallam County agrees to pay the District at the rate of \$112.12/hour for a total compensation not to exceed \$10,000.00 during the Agreement. Compensation will be based on invoices submitted by the District itemizing hours worked with a description of services performed.
- V. **Notices:** Notices pursuant to this agreement shall be sent to:
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| <u>If to the District:</u>
Kitsap Public Health District
Elya Moore
345 6 th Street, Suite 300
Bremerton, WA 98337
(360) 337-5289 | <u>If to Clallam County:</u>
Clallam County Health and Human Services
Kim Yacklin
223 East 4th Street
Port Angeles, WA 98362
(360) 417-2329 |
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- VI. **Billings:** Billings to Clallam County shall be submitted no more frequently than every 30 days, and shall be sent to:

Clallam County Health and Human Services
Accounts Payable
223 East 4th Street
Port Angeles, WA 98362
(360) 417-2276

- VII. **Indemnification**: Each party shall defend, indemnify and hold the other party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits and expenses including attorney fees, arising out of or resulting from the acts, and errors or omissions of the District 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 District 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.
- VIII. **Insurance**: The District certifies that it is part of a liability insurance pool or maintains appropriate liability insurance policies and agrees to pay for all losses for which the District is found liable.
- IX. **Safeguarding of Information**: The use or disclosure by the District of any information or documents obtained by the District in the course of contract performance for any purpose not directly connected with District's responsibilities under this Agreement is prohibited except as may be required by law.
- X. **Statutory and Regulatory Compliance**: District shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.
- XI. **Compliance with State and Federal Confidentiality Laws**: The District 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, and any regulations enacted pursuant to its provisions.
- XII. **Non-Discrimination**: District 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.
- XIII. **Amendment**: This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.
- XIV. **Termination**: This Agreement may be terminated by either party upon giving at least thirty (30) days advance written notice to the other party.
- XV. **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.

CLALLAM COUNTY HEALTH AND HUMAN SERVICES

By: 
Kim Yacklin
Assistant Director

Date: 11/9/16

KITSAP PUBLIC HEALTH DISTRICT

By: 
Keith Grellner
Administrator

Date: 11/2/16

Funding Source
Program: _____ Non-Federal Contract/Grant _____

RECEIVED

CLALLAM COUNTY
HEALTH AND HUMAN SERVICES