

INTERAGENCY AGREEMENT

Between

CLALLAM COUNTY

And

KITSAP PUBLIC HEALTH DISTRICT

This Agreement, #1018 is entered into between Clallam County Department of Health and Human Services, hereinafter referred to as "**the County**", and Kitsap Public Health District, hereinafter referred to as "**the Contractor**", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

Section 1. Purpose

Clallam County Department of Health and Human Services, through this Agreement will contract with Kitsap Public Health District to perform as described in **Exhibit A**.

Section 2. Term

This Agreement shall commence on April 1, 2012, and will terminate on December 31, 2012.

Section 3. Scope of Work

The Contractor agrees to perform the services, identified on **Exhibit A**.

- A. The Contractor supports the County's program goals and objectives.
- B. The Contractor shall provide reporting detailed in **Section 10**.

Section 4. Compensation

The Contractor shall be paid by the County for completed work and for services rendered under this Agreement as follows:

- A. Payment for the services provided by the Contractor as outlined in **Exhibit A** shall not exceed \$30,000 in the completion of this project without an express written amendment signed by both parties to this agreement. In the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement, this contract may be renegotiated or terminated as provided herein.
- B. Contractor shall bill and County will pay for professional services provided by contractor's Epidemiologist on an hourly basis at the rate of \$75.00.
- C. Mileage will be reimbursed in addition to payment for professional services for travel related to performing the SOW. The number of miles to be reimbursed will be calculated and reimbursed using the travel policy in effect at Clallam County. The per-mile reimbursement for mileage will be set at the current rate specified by the IRS.

- D. The Contractor may submit invoices to the County for work completed to date. The County will review such invoices, and upon reasonable approval thereof, payment will be made to the Contractor in the amount approved. Payment will not be unreasonably withheld and the Contractor will be given a reasonable opportunity to correct any work reasonably determined by the County to be defective. Invoices for services will be submitted on a monthly basis.
- E. The County will make final payment of any balance due the Contractor promptly upon its ascertainment and verification after the completion of the work under this Agreement and its reasonable acceptance by the County. Payment will not be unreasonably withheld and the Contractor will be given a reasonable opportunity to correct any work reasonably determined by the County to be defective.
- E. The 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.
- F. Each invoice submitted by the Contractor to the County for services the Contractor rendered in fulfillment of this contract shall reflect the number of hours utilized in fulfilling the obligations of the Contractor under this contract and shall also include an hourly charge, rate or wage and detailed expenses related to fulfillment of this contract.

Section 5. Compliance with Laws

The Contractor shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.

Section 6. Indemnification

Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, and employees against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, and employees in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the

Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the expiration or termination of this Agreement.

Section 7. Insurance

The Contractor shall obtain and keep in force during the terms of the 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 \$1,000,000 each occurrence.
- B. Contractor shall provide proof of insurance to the County, in care of, Iva Burks, HHS Director, Clallam County Department of Health and Human Services, 223 E. 4th Street, Suite 14, Port Angeles, WA 98362, prior to commencing employment.
- C. The Contractor shall participate in the Worker's Compensation and Employer's Liability Insurance Program as may be required by the State of Washington.

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. 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 10. Reporting

The Contractor will provide a report to the County for payment for services rendered monthly. The report shall contain a brief summary of the work performed, relationship to the tasks identified in **Exhibit A** and the total hours

worked. The report shall be submitted to Iva Burks, HHS Director, Clallam County Department of Health and Human Services, 223 E. 4th Street, Suite 14, Port Angeles, WA 98362.

Section 11. Termination

A. Termination for Convenience

Either party may terminate this Agreement for convenience, including because of a change in available funding, by providing at least 30 days' advance written notice to the other party.

B. Termination for Default

In the event of a default by either party under this Agreement, the nondefaulting party may give written notice to the defaulting party that it intends to terminate this Agreement if the default is not cured within 30 days of the date of the notice or such longer period of time as may be reasonable under the circumstances. If the default is not cured within that time, the nondefaulting party may then notify the defaulting party in writing that this Agreement is terminated. In the event of such termination, the nondefaulting party shall have all rights and remedies available to it under general law.

C. General Termination Provision

Whenever this Agreement is terminated in accordance with this Section 11, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work.

Section 12. Modification

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

Section 13. Integrated Agreement

This Agreement together with Exhibits 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.

Section 14. Notice

Whenever a notice is required or permitted to be given under this Agreement, it shall be provided as follows:

If to the County:

Clallam County Department of Health and Human Services
223 E. 4th Street; Suite 14
Port Angeles, WA 98362
Attention: Iva Burks, HHS Director

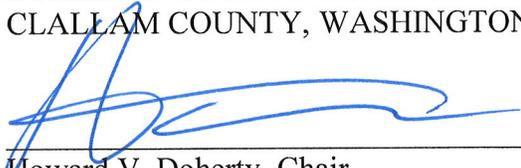
If to the Contractor:

Kitsap Public Health District
345 6th Street, Suite 300
Bremerton, WA 98337-1866
Attention: Cris Craig, Manager, Health Information Resources

Either party may change its address for notice by providing written notice to the other party.

Approved this 19th day of June, 2012

BOARD OF COUNTY COMMISSIONERS
CLALLAM COUNTY, WASHINGTON



Howard V. Doherty, Chair
H.V.

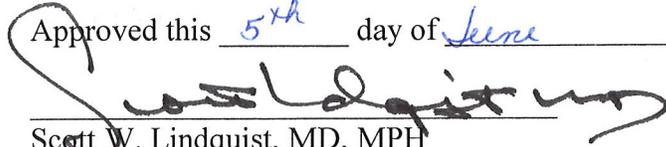
ATTEST:

Trisa Holden, CMC
Deputy Clerk of the Board

Approved as to form only by:

B. Wendt 5/31/2012
Brian Wendt 40557
Deputy Prosecuting Attorney
Clallam County

Approved this 5th day of June, 2012



Scott W. Lindquist, MD, MPH
Director and Health Officer
Kitsap Public Health District

EXHIBIT A
STATEMENT OF WORK

Kitsap Public Health District Agreement #1018

The County will prioritize the following work for the Contractor. The Contractor and County will mutually agree upon the scope, data periods, the number of meetings, and format of deliverables for each work item below

SCOPE OF WORK

Contractor will provide assessment, data evaluation, interpretation, and report writing activities to the Clallam County Department of Health and Human Services (CCHHS) for the production of a community health assessment report. The work under this contractual agreement will include discussions with CCHHS Director, Clallam County Health Officer, and other stakeholders to review community health risk factors, determine additional local sources of health data, and produce a written community health assessment report. CCHHS will prioritize the work for the Contractor. The Contractor and CCHHS mutually will agree upon the scope, data periods, and number of meetings and format of deliverables. This process will assist CCHHS to update and monitor the health status of the community to determine emerging health issues, identify community health issues that may require more investigation and assist health policy makers in setting priorities.

Scope of work includes:

1. Discuss with CCHHS Director and Clallam County Health Officer a proposal for the community health assessment to meet the requirements of Washington State Department of Health. Collect, update, analyze, and interpret community health data from numerous sources to provide a Community Health Assessment Report. Data sources will include BRFSS, US Census, communicable disease, Mental Health, Substance Abuse, births, deaths, hospitalizations, Healthy Youth Survey, and Community That Cares data and other available demographic and public health data sources. The information will be compiled into a report to be presented to the Director of CCHHS and the Clallam County Health Officer.
2. Write all text for above report to reflect a comparison with earlier data and determination of whether specific health measures are improving or worsening. When possible, compare Clallam County to Jefferson County, Kitsap County, and Washington State. Include information from local Tribes and other regional partners when available.
3. Provide report with graphs and text in hard copy, electronic, and PowerPoint formats.
4. Present updated community data to the Clallam County Board of Health, CCHHS, and a community meeting of stakeholders. Information will be used to identify if changes are needed in County policies and priorities.
5. Contractor will work with CCHHS' regional partners including the four Tribes that share boundaries with Clallam County to gather available data and toward a goal of helping these regional partners identify data to track and share in upcoming years.
6. Contractor will invoice CCHHS monthly.

7. CCHHS will work with Contractor to set up meetings, agendas, and provide meeting notes.