

PROFESSIONAL SERVICES AGREEMENT
By and Between
Suquamish Indian Tribe and Kitsap Public Health District

For provision of one (1) Public Health Nurse for Nurse Family Partnership (NFP) Supervisor Role

Section 1: PURPOSE

THIS Professional Services Agreement (“Agreement”) is entered into by and between the Suquamish Indian Tribe of the Port Madison Reservation (“Tribe”), a federally recognized Indian Tribe, and the Kitsap Public Health District, hereinafter referred to as (“Contractor”) to provide services as a Nurse Family Partnership (“NFP”) Supervisor.

Section 2: TERMS

This Agreement shall commence on September 1, 2024, and continue through December 31, 2026, unless terminated as provided herein, in Section 13. The agreement may be extended upon mutual written consent of Tribe and the Contractor.

Section 3: SCOPE OF AGREEMENT

Contractor will provide Public Health Nurse services for NFP Supervisor Role and will meet obligations as contained in Exhibit A, Statement of Work, which is hereby incorporated into the Agreement.

Section 4: CONTRACT REPRESENTATIVES

Tribe and Contractor 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:

Tribe’s Contract Representative

Jeff Riggins, Community Health Program Manager
Suquamish Indian Tribe
18490 Suquamish Way NE
Suquamish, WA 98392
(360) 392-1336

Contractor's Contract Representative

Lynn Pittsinger, Community Health Director
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 689-5222

Section 5: COMPENSATION

Calculation for the cost of the supervisor includes total salaries and benefits, based on 36 hours per week, and overhead. This cost will be shared between the Contractor and Tribe, allocated based on the number of Public Health Nurses in the NFP program across the region. Contractor will submit an invoice to the Tribe by the 10th calendar day of each month. Tribe’s portion of the

total supervisor cost will not exceed \$60,000. Tribe agrees to reimburse the Contractor for all expenses incurred as a result of performing the Services. Cell phone service is approved and will be billed based on actual cost. Travel is authorized at the federally established rate. All cell phone and travel expenses will be split between Tribe and the Contractor.

- A. The Contractor shall submit invoices to Tribe for payment of work actually completed to date, no later than the 10th calendar day of each month.
- B. Any additional fees required by NFP for the supervisor's training will be split between Tribe and the Contractor. The Contractor will invoice Tribe for these fees based on the allocation of NFP nurse home visitors under supervision at the time of the training. Tribe will be given adequate notice of needed trainings.
- C. Additional fees for Annual Program Support and Annual Nurse Consultation Fees will be split between Tribe and the Contractor. Proportion of fees will be based on the number of agencies participating under the NFP Program.
- D. In the event that approved program supplies required by NFP are unavailable for direct purchase, Contractor will purchase supplies and bill Tribe for incurred cost. Total purchases of supplies or equipment will not exceed \$500 without prior approval of Tribe.
- E. Tribe may request additional nursing supervisory hours at an hourly rate commensurate to Contractor's employee's hourly rate. In the case of emergency nursing supervisory needs, Tribe will be charged an hourly rate.
- F. Contractor records and accounts pertaining to this agreement are to be kept available for inspection by representatives of Tribe and state for a period of six (6) years after final payments. Copies shall be made available upon request.

Section 6: INDEMNIFICATION

Each party agrees to hold harmless, defend, and indemnify the other party and its elected and appointed officials, officers, employees, and agents against all claims, suits, actions, liabilities, losses, expenses, and damages, including reasonable attorney's 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, employees, and agents in the performance of this Contract. 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 clause shall survive the termination of this Contract.

Section 7: INSURANCE

Each party 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 \$1,000,000 each occurrence.
- B. Professional Liability Insurance providing \$2,000,000 per incident; \$4,000,000 aggregate.
- C. Each party shall participate in the Worker's Compensation and Employer's Liability Insurance Program as may be required by the State of Washington.
- D. Contractor will maintain its membership in the Washington Counties Risk Pool.

Section 8: CONFIDENTIALITY

All parties to this Agreement and their employees or representatives and their subcontractors and their employees will maintain the confidentiality of all information provided by Contractor or Tribe or acquired in performance of this Agreement as required by the 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 9: OWNERSHIP AND USE OF DOCUMENTS

Contractor acknowledges and agrees that any and all work product directly connected to and/or associated with the services rendered hereunder, including but not limited to all documents, drawings, reports, and the like which the Contractor in the performance of the service hereunder, either solely and/or jointly with Tribe shall be the sole and exclusive property of Tribe. Other materials produced by the Contractor in connection with the services rendered under this agreement shall be the property of Tribe whether the projects for which they are made are executed or not. Each party may, with no further permission required from the other party, publish to the web, disclose, distribute, reproduce, or otherwise copy or use, in whole or in part, such items produced during the course of the project to the extent disclosure is allowed by HIPAA rules.

Section 10: INDEPENDENCE

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 afforded to Tribe's employees by virtue of the services provided under this agreement. Tribe 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 11: REPORTING

Contractor will provide information to Tribe for required reporting as needed.

Section 12: DISPUTE RESOLUTION

The laws of the Suquamish Indian Tribe will apply to this Agreement. The Parties agree to work cooperatively to accomplish all of the terms of this Agreement, however, acknowledge that there

may be instances in which either Tribe or the Contractor has not complied with the conditions of this Agreement or that clarification is necessary to interpret provisions of this Agreement. In such an instance, the Parties will attempt to resolve the matter through good faith efforts. If unsuccessful, the Parties will refer the matter to non-binding mediation.

If the mediator cannot resolve the dispute, the issue shall be referred to a Dispute Panel. The Dispute Panel shall review all issues, concerns, and conflicts to determine a solution acceptable to both Parties. The decisions of the Dispute Panel shall be final and binding on both Parties.

DISPUTE PANEL: The Parties may voluntarily submit any contractual dispute to a dispute panel as follows: each party will appoint one member to the panel and those two members in turn will appoint a third member. The dispute panel will review the facts, contract provisions, and applicable law, and then decide the matter. The decision of the dispute panel shall be binding on the Parties and final.

Section 13: **TERMINATION**

Either party may cancel this Agreement for cause with immediate written notice to the other party. Either party may terminate this Agreement without cause upon thirty days (30) notice to the other party. Notice must be provided in writing and will not be effective until received by the other party, either through certified mail or personal delivery.

Section 14: **INTEGRATED AGREEMENT**

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

Section 15: **PROGRAM MODEL ELEMENTS**

Tribe and the Contractor understand and agree that Program implementation by Tribe and Contractor must be based on key parameters-Model Elements identified through research and refined based upon the Program's experience since 1997 and included in this Agreement as Nurse-Family Partnership Model Elements, hereto attached and herein referenced as **Exhibit B**.

Section 16: **PROPRIETARY PROPERTY**

Tribe and the Contractor understand and agree that NFP grants to Tribe and Contractor a non-exclusive limited right and license to use the Proprietary Property for the purpose of carrying out the obligations of this Agreement. Further, the NFP reserves the right to modify the Proprietary Property from time to time in accordance with the data, research, and current modalities of deliveries program. NFP shall retain ownership and all the rights to any Proprietary Property, whether modified or not by Tribe and/or Contractor. In any event, all software, Nurse-Family Partnership Community and Efforts to Outcomes Website content, excluding Tribe's and Contractor's data, shall remain the sole property of Nurse-Family Partnership.

SUQUAMISH INDIAN TRIBE

DocuSigned by:
Catherine Edwards Executive Director 01/13/2025
E159703074844A5...
Name, Title Date

KITSAP PUBLIC HEALTH DISTRICT

Yolanda Fong 02/04/2025
Yolanda Fong (Feb 4, 2025 12:50 PST)
Yolanda Fong Administrator Date






2445 Suquamish Tribe - NFP Supervisor

Final Audit Report

2025-02-04

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