

**Administration**  
**Community Health Services**  
**Health Promotion Services**  
507 N. Nanum Street, Ste 102  
Ellensburg, WA 98926  
Phone: (509) 962-7515  
Fax: (509) 962-7581

**Environmental Health**  
411 North Ruby Street, Ste 3  
Ellensburg, WA 98926  
Phone (509) 962-7698  
Fax (509) 962-7052

**GRANT/CONTRACT APPLICATION REVIEW FORM**

**Department Name/Fund and Program Number/Requesting Grant: Memorandum of Understanding**  
Kittitas County Health Department Fund 116

**Grant/Contract File:** Kittitas County Head Start  
**Agency Grant/Contract is with:** Kittitas County Head Start – Ellensburg, WA.  
**Agency Grant/Contract due date:** January 1, 2007

**Fund Requirements of Kittitas County/Explanation:** Under this agreement the Kittitas County Public Health Department (KCPHD) provides non monetary professional services to Kittitas County Head Start.

**Department Additional Explanation of Contract Including Non-Monetary Commitments of Kittitas County:**

This agreement between the Kittitas County Health Department and Head Start is to provide support in the field of health by a public health nurse.

The basic premise is to provide a collaborative partnership that allows Head Start to access the Kittitas County Health Department regarding professional services.

It is noted that the understanding enables the KCPHD to reach more children that may require health services.

No monies are exchanged in this Memorandum of Understanding.

All other terms and conditions of the contract remain in full force and effect.

**Department Program Contact:** Bonnie Corns  
**Department Fiscal Contact:** Sheila Gallagher

**Document should be signed by:** Cathy Bambrick. The number of copies requiring signature is 1.

**RECOMMENDATION:** Recommend that the Board of Health approve the signature of the Public Health Director which executes Memorandum of Understanding between KCHS and the KCPHD.

**Department Head Signature:** Catherine Bambrick Director Date 5-24-07

**Kittitas County Prosecutor, Auditor, and Board of Health Review and Comment:**

Neil A. Coulter WA# 31759 5/16/07 approved as to form  
Signature of Prosecutor's Office Date

Terri Nelson 5/17/07 No term date - none - no \$ involved  
Signature of Auditor's Office Date

[Signature] 5/24/07  
Signature of Board of Health Member Date

*To Protect and Promote the Health and the Environment of the People of Kittitas County*

## Memorandum of Understanding

This Memorandum of Understanding (MOU) is hereby made and entered into by and between Kittitas County Head Start, hereinafter referred to as Head Start, and Kittitas County Public Health Department, hereinafter referred to as KCPHD.

### A. PURPOSE:

The purpose of this MOU is to provide Head Start's Health Coordinator, who does not maintain a degree in the health field, with additional informational and professional support in the field of health, thereby, providing the children enrolled in Head Start and their families with health services supported by a public health nurse.

### B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

This collaborative partnership will allow Head Start to access the support of a health professional regarding: determination of immunization status, accommodation of special health care needs, guidance for health policies and procedures, as well as other health services needs and concerns. This collaborative partnership will, albeit indirectly, enable KCPHD to enhance the health services provided to more of the community's children.

### C. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

PARTICIPATION IN SIMILAR ACTIVITIES: This instrument in no way restricts Head Start or KCPHD from participating in similar activities with other public or private agencies, organizations, and individuals.

RESPONSIBILITIES OF PARTIES: Head Start will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

CONFIDENTIALITY: Each party shall keep confidential any information that it receives from the other party which is marked confidential, which a party notifies the other party is confidential or which has been determined to be confidential by the Health Insurance Portability and Accountability Act (HIPAA).

TERMS: The term of this agreement begins on 09/01/07 (date) and ends on 08/31/08 (date).

INSURANCE: Head Start shall carry professional liability insurance. Both Head Start and KCPHD shall, in the event of litigation, provide all necessary documentation in the defense of a legal action brought against one or both parties to this Memorandum of Understanding.

AMENDMENTS: No change, addition, or erasure of any portion of this agreement shall be valid or binding upon either party. There shall be no modification of this agreement, except in writing, executed with the same formalities as this present instrument.

**NONDISCRIMINATION:** BOTH the Head Start and KCPHD shall comply with all applicable laws of local, state and federal governments including, but not limited to, DSHS Non-discrimination Plan and the federal and state laws upon which it is based. Requirements of the Non-discrimination Plan are hereby incorporated by reference, and include, but are not limited to:

**Non-discrimination in Employment:** Head Start 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, or the presence of any sensory, mental or physical handicap.

**Non-discrimination in Service Delivery:** Head Start shall not discriminate against any use of service because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental or physical handicap.

**INDEMNIFICATION:** Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this agreement. Head Start agrees to defend, indemnify and hold harmless KCPHD, its officers, agents or employees from any claims, cost and/or demands arising out of or related to this agreement, except as to any negligence of wrongful acts of KCPHD.

**INTEGRATION:** This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligation other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between parties.

**NOTICES:** Any notice given by one party to the other in connection with this agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested as follows:

***Kittitas County Head Start Contact***

Elizabeth Webb  
Health Coordinator

PO Box 835, Ellensburg, WA 98926

507 N. Pierce, Kittitas, WA 98934

Phone: (509) 968-4050

FAX: (509) 968-4058

E-Mail: elizabethmwebb@yahoo.com

***Cooperator Contact***

Elizabeth Whitaker

Children with Special Health Care Needs  
Coordinator

507 N. Nanum Street, Suite 102

Ellensburg, WA 98926

Phone: (509) 962-7023

FAX: (509) 962-7581

E-Mail: elizabethw@co.kittitas.wa.us

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt.

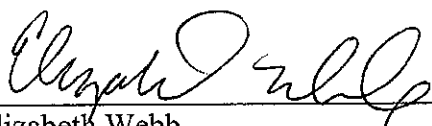
NON-FUND OBLIGATING DOCUMENT: Nothing in this MOU shall obligate either Head Start or KCPHD to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among Head Start and other agencies will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable policies and procedures.

ATTORNEY FEES: In case of litigation due to any breach of any provision of this agreement, declaratory or otherwise, the prevailing party shall recover reasonable attorney fees which shall be determined and taxed by the court as part of the costs of such action.

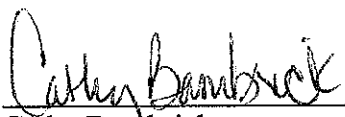
WAIVER: No assent, express or implied, by the KCPHD to any breach of any of Head Start's covenants, agreements, conditions or terms hereof shall be deemed or taken to be a waiver of any succeeding breach of any covenant, agreement, condition or term hereof.

VENUE: In the event of any litigation between the parties to this agreement, the venue for such action shall lie in Kittitas County, notwithstanding any contrary provision of the Revised Code of Washington.

AUTHORIZED REPRESENTATIVES: By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

  
\_\_\_\_\_  
Elizabeth Webb  
Kittitas County Head Start

6/13/07  
Date

  
\_\_\_\_\_  
Cathy Bambrick  
Director  
Kittitas County Public Health Department

5-24-07  
Date

Approved As To Form

\_\_\_\_\_  
Kittitas County Prosecutors Office

\_\_\_\_\_  
Date