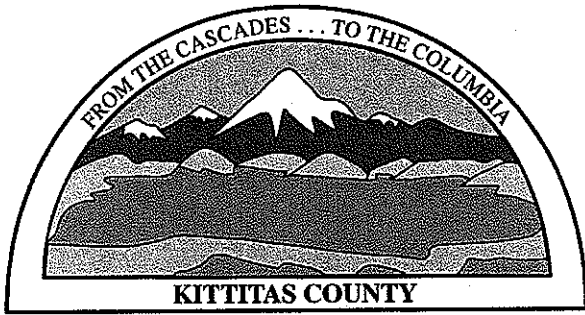


PUBLIC HEALTH DEPARTMENT

www.co.kittitas.wa.us/health/



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:
Kittitas County Health Department Fund 116

Grant/Contract File: Memorandum of Understanding (MOU) with First United Methodist Church

Agency Grant/Contract is with: First United Methodist Church

Agency Grant/Contract due date is: June 28, 2008 – May 31, 2009

Fund Requirements of Kittitas County/Explanation: Purpose of MOU is to establish an agreement of use of space for conducting harm reduction education, testing and counseling, and supply distribution. Scope of services conducted includes: harm reduction education, HIV/Hepatitis C testing and counseling, clean syringe exchange and safe disposal of used needles, wound care, drug treatment referrals, and other disease prevention measures, including condom distribution, and Hepatitis A and Hepatitis B vaccinations.

Kittitas County Grant/Contract Application Amount: NA

Department Program Contact: Robin Read-Ochoa
Department Fiscal Contact: Amber Simon
DOCUMENT SHOULD BE SIGNED BY: Catherine Bambrick (3 originals)

RECOMMENDATION: Recommend that the Board of Health approve the signature of the Public Health Administrator on the Memorandum of Understanding with First United Methodist Church from June 28, 2008 to May 31, 2009.

Department Head Signature: Catherine Bambrick, Administrator Date 6/20/08

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

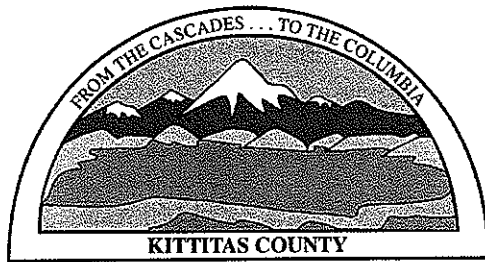
Approved as to term
Don L. Anderson, DPA 6/12/08
Signature of Prosecutor's Office Date

Jerru Mohan 6/13/08 MOU
Signature of Auditor's Office Date

[Signature] 6.19.08
Signature of Board of Health Member Date

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PUBLIC HEALTH
ALWAYS WORKING FOR A SAFER AND
HEALTHIER KITTITAS COUNTY



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Memorandum of Understanding

This Memorandum of Understanding (MOU) is between First United Methodist Church located at 210 N Ruby Ellensburg WA 98926 hereinafter referred to as "Methodist Church,"

and

Kittitas County Public Health Department located at 507 N Nanum Street STE 102 Ellensburg WA 98926, hereinafter referred to as "KCPHD."

PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING is to establish an agreement of use of space for conducting harm reduction education, testing and counseling, and supply distribution.

SCOPE OF SERVICES CONDUCTED include: harm reduction education, HIV/Hepatitis C testing and counseling, clean syringe exchange and safe disposal of used needles, wound care, drug treatment referrals, and other disease prevention measures, including condom distribution and Hepatitis A and Hepatitis B vaccinations.

THE TERM OF THIS UNDERSTANDING begins on June 28, 2008 (date) and ends upon 30 days written notice by either party or on May 31, 2009 (date)

RESPONSIBILITIES OF METHODIST CHURCH include the following:

1. Provide one key to KCPHD designated staff person for entrance to the designated space.
2. Ensure the designated space is reserved for KCPHD each Thursday from 12:00pm to 3:00pm.
3. Provide space to keep educational materials in posted brochure rack, which will remain the property of KCPHD.
4. Allow KCPHD staff access to building amenities including restrooms, heat and running water.

RESPONSIBILITIES OF KCPHD include the following:

1. Ensure all utilities are turned off and building is secured before leaving.
2. Ensure cleanliness after using space and proper disposal of garbage.
3. Maintain safety standards for KCPHD staff and clients as outlined in policy.
4. Request permission from Methodist Church board members to change or expand hours, if applicable.

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5. Maintain confidentiality for clients and other groups using the facility.
6. Respect church property, grounds and members of the congregation.

TERMINATION: Either party may terminate this MOU upon thirty (30) days' prior written notification to the other party. If this MOU is so terminated, the parties shall be liable only for performance rendered in accordance with the terms of this MOU prior to the effective date of termination.

TERMINATION FOR CAUSE: If for any cause, either party does not fulfill in a timely and proper manner its obligations under this MOU, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this MOU may be terminated immediately by written notice of the aggrieved party to the other.

INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of its officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this agreement except as expressly provided herein.

BOTH Methodist Church and KCPHD agree to provide all necessary documentation in the defense of a legal action brought against one or both parties to the Memorandum of Understanding.

BOTH Methodist Church and KCPHD shall comply with all applicable laws of local, state, and federal governments.

BOTH Methodist Church and KCPHD shall not discriminate against any client, patient, or 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.

THIS MEMORANDUM OF UNDERSTANIDNG is hereby acknowledged:

Charles Haight Justice Chair
Methodist Church

6/24/08
Date

Catherine Bambrick
Kittitas County Public Health Department

6/20/08
Date

Approved as to form
Don Anderson, DPA
Kittitas County, Deputy Prosecuting Attorney

6/12/08
Date

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