

**BOARD OF COUNTY COMMISSIONERS  
COUNTY OF KITTITAS  
STATE OF WASHINGTON**

**RESOLUTION No. 2010-~~1~~31**

**WHEREAS**, the Kittitas County Board of Health reviews contracts entered into by Kittitas County Public Health Department for programs and services rendered; and

**WHEREAS**, Kittitas County Prosecutors Office reviewed and approved as to form contract Community Health of Central Washington: Children with Special Health Care Needs Program Contract – Amendment 2010-1 on March 2, 2010; and

**WHEREAS**, Kittitas County Auditor's Office reviewed and approved contract Community Health of Central Washington: Children with Special Health Care Needs Program Contract – Amendment 2010-1 on March 3, 2010; and


**WHEREAS**, Kittitas County Board of Health reviewed and approved the Kittitas County Public Health Department Administrator's Signature on Contract Community Health of Central Washington: Children with Special Health Care Needs Program Contract – Amendment 2010-1 on March 18, 2010; and

**WHEREAS**, the Board of County Commissioners adopts all Kittitas County Department contracts as part of Kittitas County policy; and

**NOW THEREFORE, BE IT HEREBY RESOLVED** that the Board of County Commissioners of Kittitas County, Washington ratifies the Public Health Administrator's signature on contract Community Health of Central Washington: Children with Special Health Care Needs Program Contract – Amendment 2010-1 effective April 6, 2010, at Ellensburg, Washington.

**BOARD OF COUNTY COMMISSIONERS  
KITTITAS COUNTY, WASHINGTON**

  
\_\_\_\_\_  
Commissioner Mark McClain, Chairman

  
\_\_\_\_\_  
Paul Jewell, Vice Chairman

  
\_\_\_\_\_  
Commissioner Alan Crankovich



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

**COMMUNITY HEALTH OF CENTRAL WASHINGTON: CHILDREN WITH SPECIAL HEALTH CARE  
NEEDS PROGRAM CONTRACT – Amendment 2010-1**

- A. An agreement between Community Health of Central Washington (CHCW) and the Kittitas County Public Health Department (KCPHD) to provide services for the Children with Special Health Care Needs program is outlined below. Under this agreement, the following services will be provided:**
1. Community Health of Central Washington agrees to provide the following:
    - Employ a registered nurse, fully licensed within the State of Washington to perform the work described in Attachment A, Numbers 1-3, within the Children with Special Health Care Needs Program, including care coordination.
    - Access to the CSHCN program for all eligible parties living in Kittitas County.
    - Commitment for CSHCN staff to participate in local, regional and statewide coordinator functions, trainings, meetings and conferences.
    - Submit required year end client insurance coverage data on the form provided by the KCPHD (see Attachment A, Number 2).
    - Administer Kittitas County's allocated funds for diagnosis and treatment of infants and children according to CSHCN Program policies and procedures (see Attachment A, Number 3).
  2. The Kittitas County Public Health Department will agree to provide the following:
    - Funding in the amount of \$14,600 for the delivery of CSHCN program services during the 2009 calendar year.
    - Funding in the amount of \$14,600 for the delivery of CSHCN program services during the 2010 calendar year.
    - Monitor all reporting functions to ensure timeliness and accuracy to Washington State Department of Health (WSDOH).
- B. Invoices for services provided will be provided to the Business Manager at KCPHD by the 15<sup>th</sup> of each calendar month at 1/12 of the total annual amount.**
- C. Indemnification: To the extent of its comparative liability, each party shall indemnify defend and hold the other party, its departments, elected and appointed officials, employees, and agents, harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees, for any bodily injury, sickness, disease, or death, or any damage to or destruction of property including the loss of use resulting therefrom which are alleged or proven to be caused in whole or in part by a negligent act or omission of its officers, directors, and employees. It is further provided that no liability shall attach to either party by reason of entering into this contract except as expressly provided herein.**
- D. Independent Status.** For purposes of this Agreement, CHCW acknowledges that CHCW is not an officer, employee or agent of Kittitas County, or the State of Washington. CHCW will not hold out itself or any of its employees as, nor claim status as, an officer, employee or agent of, Kittitas



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County, or the State of Washington. CHCW shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington. CHCW shall indemnify and hold harmless client from all obligations to pay or withhold federal or state taxes or contributions on behalf of CHCW or CHCW's employees.

- E. This contract will be effective upon signature by both parties and can be voided by either party upon written 30-day notice to the other party.**
- F. Termination due to change in Funding:** If the funds upon which KCPHD relied to establish this agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, KCPHD may terminate this Agreement by providing at least five (5) business days' written notice to the CHCW. The termination shall be effective on the date specified in the notice of termination.
- G. Waiver.** This agreement may be amended, superseded, canceled, renewed, or extended and the terms hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any waiver on the part of any party of any such right, power, or privilege, nor any single or partial exercise of any such right, power, or privilege, preclude any further exercise thereof or the exercise of any other such right, power, or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity, except where this Agreement expressly provides otherwise. Only the Board of Kittitas County Commissioners is authorized to agree to modifications on behalf of Kittitas County.
- H. Entire Agreement** The parties agree that this Contract is the complete expression of the Agreement between the parties and all other terms not found herein are excluded. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and be cause for termination. Both parties agree that the forgiveness of the nonperformance of any provision of this agreement does not constitute a waiver of said provision of this agreement.
- I. Severability** If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or otherwise unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision or part held to be invalid.
- J. Assignment** CHCW shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of KCPHD, and it is further agreed that said consent must be sought in writing by CHCW not less than thirty (30) days prior to the date of any proposed assignment. KCPHD reserves the right to reject without cause any such assignment.
- K. This contract is eligible for annual renewal or may be modified as changes within the program occur.**



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

Signature Catherine Bambrick Date 4/8/10  
Catherine Bambrick, Administrator  
Kittitas County Public Health Department

Signature Paul Kaschmitter Date 4/19/10  
Paul Kaschmitter  
Community Health of Central Washington

Agreement effective: 1/1/2009

Termination Date: 12/31/2010

Kittitas County  
Review Form  
Grants & Contract Agreement



Today's Date 02/11/2010	Agenda Date
Fund/Department 116- Public Health	

**Contract/Grant Information**

Contract /Grant Agency: Community Health of Central Washington: Children with Special Health Care Needs Program- Amendment 2010-1	
Period Begin Date: January 1, 2009	Period End Date: December 31, 2010
Total Grant/Contract Amount: \$14,600.00	
Grant/Contract Number:	
Contract/Grant Summary: This agreement is between Community Health of Central Washington and the Kittitas County Public Health Department to provide services for the Children with Special Health Care Needs program between the service dates of January 1, 2009 and December 31, 2010.	

**Recommendation for Board of Health and Board of Health Review on \_\_\_\_\_**

Department Head Signature: <u><i>Debbie Bandrock</i></u> Administrator	Date: <u>3/1/10</u>
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**Kittitas County Prosecutor, Auditor, and Board of Health Review and Comment:**

APPROVED AS TO FORM:

<u><i>[Signature]</i></u> Signature of Prosecutor's Office	<u>3/2/10</u> Date
<u><i>Leslie Molen</i></u> Signature of Auditor's Office	<u>3/3/10</u> Date
<u><i>7.7</i></u> Signature of Board of Health member	<u>3/18/10</u> Date

**Financial Information**

Total Amount \$14,600.00	State Funds \$0.00	Federal Funds \$14,600
Percentage County Funds	Matching Funds \$0.00	CFDA #93.994

	In-Kind \$0.00 Explain
Is Equipment being purchased?	Who owns equipment?
New Personnel being hired?	Contact HR hiring – reporting requirements
Future impacts or liability to Kittitas County: This contract is for pass-thru funding from the Federal Government thru KCPHD to CHCW.	

### Budget Information

Budget Amendment Needed?	Yes <input type="checkbox"/> attach budget form	No <input checked="" type="checkbox"/> Why not We were aware of this contract and the funding has been included in the 2010 adopted budget
New Division Created?		
Revenue Code 612.22.14.333.99940		

### Pass Through Information

Agency to Pass Through	Community Health of Central Washington
Amount to Pass Through	\$14,600
Sub-Contract Approved	Date:


### Prosecutor Review

Has the Prosecutor reviewed this agreement?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
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### County Departments Impacted

Auditor	Facilities Maintenance
Information Services	Human Resource
Prosecutor	Treasurer

### Submitted

Signature: 	Date: 3/1/10
Department:	

### Assignment of Tracking Information

Auditor's Office	
Human Resource	
Prosecutor's Office	
Who Signed the grant application	

Reviewer	Date
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