

# Kittitas County Review Form Grants & Contract Agreement



|                                       |             |
|---------------------------------------|-------------|
| Today's Date<br>02/11/2010            | Agenda Date |
| Fund/Department<br>116- Public Health |             |

## Contract/Grant Information

|  |                                    |
|--|------------------------------------|
| Contract /Grant Agency: Community Health of Central Washington: Children with Special Health Care Needs Program- Amendment 2   |                                    |
| Period Begin Date: January 1, 2009   | Period End Date: December 31, 2011 |
| Total Grant/Contract Amount: \$14,600.00   |                                    |
| Grant/Contract Number:   |                                    |
| Contract/Grant Summary:<br>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, 2011. |                                    |

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

|  |
|--|
| Department Head Signature: _____, Administrator      Date: _____ |
|--|

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

APPROVED AS TO FORM:

|                                     |      |
|-------------------------------------|------|
|                                     |      |
| Signature of Prosecutor's Office    | Date |
|                                     |      |
| Signature of Auditor's Office       | Date |
|                                     |      |
| Signature of Board of Health member | 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<br>Explain                  |
| Is Equipment being purchased?   | Who owns equipment?                        |
| New Personnel being hired?  | Contact HR hiring – reporting requirements |
| Future impacts or liability to Kittitas County:<br>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 2011 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 type="checkbox"/> No <input type="checkbox"/> |
|---|--|

### County Departments Impacted

|                      |                        |
|----------------------|------------------------|
| Auditor              | Facilities Maintenance |
| Information Services | Human Resource         |
| Prosecutor           | Treasurer              |

### Submitted

|             |       |
|-------------|-------|
| Signature:  | Date: |
| Department: |       |

### Assignment of Tracking Information

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

|          |      |
|----------|------|
| Reviewer | Date |
|----------|------|



**COMMUNITY HEALTH OF CENTRAL WASHINGTON: CHILDREN WITH SPECIAL HEALTH CARE NEEDS  
PROGRAM CONTRACT Amendment 2**

**A. An agreement between Community Health of Central Washington (CHCW) and the Kittitas County Public Health Department (KCPHD) to provide nurse consultant services for the Children with Special Health Care Needs program is outlined below. Under this agreement, the following services will be provided:**

1. KCPHD will subcontract CSHCN Care Coordination to Community Health of Central Washington who will fulfill the requirements of care coordination. The Kittitas County Public Health Department will agree to provide the following:

- a) Funding in the amount of \$14,600 for the delivery of CSHCN care coordination program services (based on projected funding from the Washington state department of Health Maternal child Block Grant. This is contingent on approval of the MCHBG budget by the 2011 Washington State legislature in April of 2011. . Reduction of funding may occur.)
- b) Typical duties for the care coordination program services include but are not limited to: KCPHD will monitor all reporting functions to ensure timeliness and accuracy to Washington State Department of Health (WSDOH)
  - Mid-year check-in: KCPHD to check in with CHCW by phone or in person
  - Review and Approve End of Year Progress Report for calendar year 2011
  - Review and Approve Final Report for calendar year 2011
- c) Funding in the amount of \$681 for the delivery of CSHCN Outcomes Project program services. The CSHCN Outcomes Project requires:

2. Community Health of Central Washington agrees to provide the following:

- Community Health of Central Washington will employ a registered nurse, fully licensed within the State of Washington to perform the work described below within the Children with Special Health Care Needs Program (see attachment A).
- Community access to the CSHCN program, commitment for CSHCN staff to participate in local, regional and statewide coordinator functions, trainings, meetings and conferences.
- CHCW will provide KCPHD with all data reports
- CHCW will provide required year end client insurance coverage data on the form provided by the KCPHD CHS Supervisor
- Administer allocated funds for diagnosis and treatment of infants and children according to CSHCN Program policies and procedures.
- Complete intake and renewal process into Child Health Intake Form (CHIF) Automated System on all infants and children receiving assistance and accessing services through the CSHCN Program. Submit CHIF client data on computer diskette for all children served, both new and renewals, according to CSHCN Program policies and procedures.

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- Complete a Health Services Authorization (HSA) form for purchased CSHCN services.
- Manage allocation fund balance; track and report status of obligations according to CSHCN Program policies & procedures.
- Participate in the CSHCN Outcomes Project. Meet project requirements:
  - a) Participation in state and regional planning sessions on Omaha System and CSHCN Outcomes during the CSHCN Fall Workshop, CSHCN regional meetings, iLinc conferences, conference calls, and other meetings as scheduled through September 30, 2011.
  - b) Submission of data using Omaha System as requested by DOH CSHCN Nurse Consultant

## **B. Restrictions on funds**

### **1. CHCW agrees not to use the funds for:**

- a. Inpatient services, other than inpatient services for children with special health care needs or high risk pregnant women and infants, and other patient services approved by HRSA.
- b. Cash payments to intended recipients of health services.
- c. The purchase or improvement of land, the purchase, construction, or permanent improvement of any building or other facility, or the purchase of major medical equipment.
- d. Meeting other federal matching funds requirements.
- e. Providing funds for research or training to any entity other than a public or nonprofit private entity.
- f. Payment for any services furnished by a provider or entity who has been excluded under Title XVIII (Medicare), Title XIX (Medicaid), or Title XX (social services block grant). [Social Security Law, Sec 504(b)].

If any charges are imposed for the provision of health services using Title V (MCH Block Grant) funds, such charges will be pursuant to a public schedule of charges; will not be imposed with respect to services provided to low income mothers or children; and will be adjusted to reflect the income, resources, and family size of the individual provided the services. [Social Security Law, Sec. 505 (1)(D)].

## **References**

HRSA -Understanding Title V of the Social Security Act:  
<ftp://ftp.hrsa.gov/mchb/titlevtoday/UnderstandingTitleV.pdf>

Social Security Act Title V Laws: [http://www.ssa.gov/OP\\_Home/ssact/title05/0500.htm](http://www.ssa.gov/OP_Home/ssact/title05/0500.htm)

- C. Invoices for services provided during each calendar month will be due to the Business Manager at KCPHD by the 15<sup>th</sup> of the following month. Payments will be made within Thirty Days of receipt of invoice. KCPHD will not be liable for services provided unless they the invoice is received on time**





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**or prior arrangement are agreed to in a writing signed by the Business Manager at KCPHD. In no event will payments made total more than \$14,600 under this contract.**

- D. 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.
- E.** This contract will be effective January 1, 2011 and can be terminated by either party upon written 30-day notice to the other party.
- F.** This contract may only be modified with a writing signed by both parties. Only the Board of Kittitas County Commissioners is authorized to agree to modifications on behalf of Kittitas County Public Health Department.
- G. 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 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 Kittitas County or the State of Washington. CHCW shall indemnify and hold harmless Kittitas County from all obligations to pay or withhold federal or state taxes or contributions on behalf of CHCW or CHCW's employees.
- H. Insurance.**

**The CHCW shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CHCW, its agents, representatives, or employees.**

**1 Minimum Scope of Insurance.** CHCW shall obtain insurance of the types described below:

- a.** Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.



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b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. Kittitas County and KCPHD shall be named as additional insured under the CHCW's Commercial General Liability insurance policy with respect to the work performed for the County and/or KCPHD.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Liability insurance appropriate to the CHCW's profession.

2 Minimum Amounts of Insurance. CHCW shall maintain the following insurance limits:

a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

c. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

a. The CHCW's insurance coverage shall be primary insurance as respects the County and KCPHD. Any insurance, self-insurance, or insurance pool coverage maintained by the County shall be excess of the CHCW's insurance and shall not contribute with it.

b. The CHCW's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than B+:V.

5 Verification of Coverage. CHCW shall furnish the County with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of CHCW before commencement of the work.

- I. **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.





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- J. 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. 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.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Alan Crankovich-Chair man for BOCC Kittitas County Public Health Department

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Paul Kaschmitter  
Community Health of Central Washington

Termination Date: 12/31/11