7703

Kittitas County Public Health Department

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

CHILD CARE INFANT NURSE CONSULTANT CONTRACT

A. An agreement between Central Washington Rainbow Center and the Kittitas County Public Health Department to provide infant nurse consultant services is outlined below. Under this agreement, the following services will be provided:

1. The Child Care Center agrees to provide the following:
   - A staff member to serve as a contact person for the nurse consultant regarding health concerns.
   - Access to program records and facilities as needed to fulfill the duties of the nurse consultant.

2. The Kittitas County Public Health Department will agree to provide the following:
   - The nurse consultant will visit the center one time per month as arranged with the center director, as per the WAC's.
   - The nurse consultant will be available for telephone and email consultation when nursing advice is needed between visits.
   - Typical duties to include in the one hour on-site visit but are not limited to:

Monthly:
- Assess and give feedback regarding child care practices, such as feeding, diaper changing, caregiver/infant interactions, hand washing, cleaning and disinfecting.
- Assess and give feedback regarding the child care environment, and growth and development of infants and children.
- Document on-site visits in writing, copies to be retained at child care center and the Kittitas County Public Health Department.

Quarterly:
- Review program policies and procedures, health and nutrition policies and procedures, child records, individual care plans, and immunization records if changes have occurred since the annual review.
- Assess center for compliance with state child care licensing health regulations.

Annually:
- Review and recommend revisions of health, and nutrition policies and procedures and the health care plan.
- Sign health care plan provided that all recommended revisions have been incorporated.
- *Implementation of the health care plan is the responsibility of the child care center.*

Other:
- **If the above services extend past the one hour on-site visit, the center will be billed at the $75.00 /hour rate.** With approval from the Center Director

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- Staff in-services, as requested by the center director, will be billed at the 75.00 per hour rate.
- Consult with staff regarding health concerns of individual children and make referrals or recommendations, on an as-needed basis.
- Assist staff to determine parent education needs, and provide health information for parents (via bulletin board, handouts, or classes) as needed.
- Review illness and injury incidents as needed.
- Provide at least 30 days written notice before terminating this agreement.

B. The above services will be provided at a rate of $75.00 per month, for a total of twelve (12) months for a contract maximum of $900.00.Additional onsite consultation services will be charged at a rate of $75.00 per hour, with approval from the Center Director. P

C. Indemnification: To the extent permitted by law, 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 there from 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.

Independent Status: The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

D. 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. This contract will begin on January 1, 2011-December 31, 2011.

E. Modifications:

1. Either party may request changes in the Agreement; any and all agreed modifications shall be in writing, signed by each of the parties.
2. The KCPHD may, at any time, by written notice thereof to the child care center ("Change Notice") makes changes in the Work within the general scope of this agreement, including, but not limited to: (a)changes in, revision to, substitutions for, additions to or deletions of any Work: (b) changes in schedule: and (c) acceleration, deceleration or suspension of performance of any Work.

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 child care center. The termination shall be effective on the date specified in the notice of termination to the child care center. ~~The termination shall be effective on the date specified in the notice of termination.~~ TB

G. Right to Review: This contract is subject to review by any Federal or State auditor. Kittitas County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by Kittitas County. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by Kittitas County's agents or employees inspection of all records or other materials which Kittitas County deems pertinent to the Agreement and its performance, and any and all communications with or evaluation by service recipients under this Agreement. The child care center shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 6 years after contract termination and shall make them available for such review, within Kittitas County, State of Washington, upon request.

H. Venue and Choice of Law: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this agreement, the venue of such action of litigation shall be in the Superior Court of the state of Washington in and for the county of Kittitas. This Agreement shall be governed by the law of the State of Washington.

Kittitas County
Public Health
Department

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

Signature Linda Navone Date 3/4/11
Administrator
Kittitas County Public Health Department

TB 2/17/11

Signature Keith M. Champagne Date 2/28/2011
~~Charlotte Tullos~~ Keith Champagne
Associate Vice President for Student Affairs
Central Washington University

Agreement effective: 1/01/2011
Termination Date: 12/31/2011

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